

Kevin Mahoney (SBN; 235367)  
[kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)  
Laura Theriault (SBN 330474)  
[ltheriault@mahoney-law.net](mailto:ltheriault@mahoney-law.net)  
**MAHONEY LAW GROUP, APC**  
249 E. Ocean Blvd., Ste. 814  
Long Beach, CA 90802  
Telephone: (562) 590-5550  
Facsimile: (562) 590-8400

Amir H. Seyedfarshi, Esq. (SBN: 301656)  
[amir@employmentrightslawyers.com](mailto:amir@employmentrightslawyers.com)  
**EMPLOYMENT RIGHTS LAWYERS, APC.**  
6380 Wilshire Blvd., Suite 1602  
Los Angeles, California 90048  
Telephone: (424) 777-0964

Attorneys for Plaintiff, George Cambaliza, individually and on behalf of all others similarly situated,

*Additional Counsel Listed on Following Page*

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

GEORGE CAMBALIZA,  
  
Plaintiff,  
  
v.

CLEAR CHANNEL OUTDOOR, LLC; and  
DOES 1 through 50, inclusive,  
  
Defendants.

Case No. 23STCV12339

**JOINT STIPULATION OF CLASS ACTION  
AND PRIVATE ATTORNEY GENERAL ACT  
SETTLEMENT AND RELEASE**

Assigned for all purposes to:  
Hon. Lawrence P. Riff

Case filed: June 1, 2023  
Trial Date: Not yet set

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Julieann Alvarado (State Bar #334727)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
shani@zakaylaw.com  
jackland@zakaylaw.com  
[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291  
jlapuyade@jcl-lawfirm.com

Attorneys for PLAINTIFF Antonio Jordan

Jody A. Landry, Bar No. 125743  
jlandry@littler.com

Sarah R. Boxer, Bar No. 322393  
sboxer@littler.com

LITTLER MENDELSON, P.C.  
501 W. Broadway, Suite 900  
San Diego, California 92101.3577  
Telephone: 619.232.0441  
Fax No.: 619.232.4302

Attorneys for Defendant

CLEAR CHANNEL OUTDOOR, LLC

Subject to the approval of the Court, this Joint Stipulation of Class Action and Private Attorney General Act (“PAGA”) Settlement and Release (“Settlement”) is made and entered into by and between Plaintiffs George Cambaliza and Antonio Jordan (“Plaintiffs”), individually and as the representatives of the Participating Class Members, as defined below, on the one hand, and Defendant Clear Channel Outdoor, LLC (“Defendant”), on the other hand. The Class (as defined below) and Defendant are jointly referred to herein as the “Settling Parties” and individually referred to herein as a “Settling Party.”

## DEFINITIONS

In addition to the other terms defined elsewhere in this Settlement, the terms below have the following meanings in this Settlement:

### **I. DEFINITIONS**

**A.** “Actions” means the cases entitled *George Cambaliza v. Clear Channel Outdoor, LLC.*, Los Angeles County Superior Court, Case No. 23STCV12339 (for which an Amended Complaint was filed on April 2, 2024) and *Antonio Jordan vs Clear Channel Outdoor, LLC., et al.*, San Francisco Superior Court, Case No CGC-23-607132.

**B.** “Class Counsel” means Kevin Mahoney of Mahoney Law Group, APC, Amir Seyedfarshi, Employment Rights Law Group, Shani Zakay, Zakay Law Group, Jean-Claude Lapuyade, JCL Law Firm, APC.

**C.** “Class Counsel Fees and Expenses” means the total amount of attorneys’ fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for their representation of the Class in the Action, including pre-filing investigation, filing of the Action, all related litigation activities including discovery, mediation, the motion for class certification, this Settlement, and all post-Settlement compliance procedures, including, but not limited to, any counsel costs and fees association with any objections or appeals regarding the Settlement.

**D.** “Class” or “Class Member(s)” means all non-exempt employees who worked for

1 Defendant in the state of California during the Class Period.

2 **E.** “Class Period” means from October 5, 2019 through March 31, 2024 or the date  
3 of preliminary approval, whichever is sooner, unless amended as provided in Section III(P)(3).

4 **F.** “Class Representative Service Award” means the amount awarded by the Court  
5 to the Class Representatives pursuant to Section III (D).

6 **G.** “Class Representatives” or “Plaintiffs” mean George Cambaliza and Antonio  
7 Jordan.

8 **H.** “Court” means the Superior Court of California for the County of Los Angeles.

9 **I.** “Defendant’s Counsel” means Jody A. Landry and Sarah Boxer of Littler  
10 Mendelson, PC.

11 **J.** “Effective Date” means the date by which all of the following have occurred: the  
12 Court has finally approved the Settlement and entered Judgment thereon pursuant to California  
13 Rules of Court 3.769(h); and the Judgment has become Final, as defined herein below.

14 **K.** “Final” means that the Settlement has been finally approved by the Court without  
15 material modification and either: (i) if there are no objections, or if an objection(s) is made and  
16 overruled, 61 days from the date the order for final approval is issued; or (ii) if objections are  
17 made, and an appeal is filed, the day after the Judgment is affirmed or the appeal, review or writ  
18 is dismissed or denied, and the Judgment is no longer subject to further judicial review.

19 **L.** “Final Approval Hearing” means the hearing to be conducted by the Court to  
20 determine whether to finally approve and implement the terms of this Settlement.

21 **M.** “Judgment” means the judgment entered by the Court after it grants final  
22 approval of this Settlement.

23 **N.** “Maximum Settlement Amount” means the maximum potential value of the  
24 settlement is Six Hundred and Twenty Thousand Dollars (\$620,000.00) (“Maximum Settlement  
25 Amount”). The Maximum Settlement Amount is the maximum amount Defendant can be  
26 required to pay under this Settlement, including: (1) Payments to the Class Employees for their  
27 share of the Net Settlement Amount (defined below); (2) Payments to the ~~PAGA Employees of~~  
28 ~~share of the Net Settlement Amount (defined below); (2) Payments to the PAGA Employees of~~

4  
JOINT STIPULATION TO SETTLE CLASS AND PAGA CLAIMS

1 their share of the Net Settlement Amount; (3) Counsels' Attorneys' Fees; (4) Counsels' Litigation  
2 Costs and Expenses; (5) Settlement Administration Costs; (6) payment of a Service Award to  
3 each of the Plaintiffs; (7) the payment to the LWDA of its share of Net Settlement Amount; and  
4 (8) employee side payroll taxes. Defendant will pay the employer side of the payroll taxes  
5 separately.

6 **O.** "Net Settlement Amount" means the Maximum Settlement Amount *minus* the  
7 sum of: (1) Counsels' Fees; (2) Counsels' Expenses (3) the Settlement Administration Costs; and  
8 (4) Plaintiffs' Service Award for being the Class Representatives. Out of the Net Settlement  
9 Amount, \$31,000 is designated as the PAGA Payment, the LWDA will be paid 75% of the PAGA  
10 Payment and the remaining 25% of the PAGA Payment ("PAGA Employee Fund") will be paid  
11 to PAGA Employees as set forth below. The remainder of the Net Settlement Amount("Class  
12 Employee Fund"), will be paid to the Class Employees as outlined below.

13 **P.** "Participating Class Member(s)" means Class Members who do not submit a  
14 timely and valid request to opt-out of the Settlement.

15 **Q.** "Parties" means the Plaintiffs and Defendant.

16 **R.** "PAGA Employees" means all current and former non-exempt employees of  
17 Defendant in California who worked during the PAGA Period.

18 **S.** "PAGA Period" is the time period April 15, 2022 through the earlier of April 30,  
19 2024 or an order granting approval of the PAGA settlement.

20 **T.** "PAGA Pay Periods" means for the PAGA Period means the total number of  
21 pay periods actually worked by the PAGA Employee during the PAGA Period in California.

22 **U.** "PAGA Pay Period Value" is established by dividing the PAGA Employee Fund  
23 by all PAGA Pay Periods for the PAGA Employees as explained in Section III(F).

24 **V.** "Preliminary Approval" means the Court's order granting preliminary approval  
25 of the Settlement.  
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1           **W.**       “Released Parties” means Defendant and all of their respective former, present,  
2 and future owners, parents, subsidiaries, shareholders, and related entities and all of Defendant’s  
3 respective current, former, and future officers, directors, supervisors, employees, representatives,  
4 members, managers, partners, shareholders, joint venturers, accountants, insurers,  
5 representatives, agents, predecessors, successors, and assigns.

6           **X.**       “Settlement Administrator” means the third-party administrator appointed by the  
7 Court to administer the settlement of this Action under the terms of this Settlement. Atticus  
8 Group, Inc. shall serve as the Settlement Administrator, subject to the Court’s approval.

9           **Y.**       “Settlement Administration Costs” means all fees and costs owed to the  
10 Settlement Administrator in connection with administering the settlement in this Action under  
11 the terms of this Settlement.

12           **Z.**       “Settlement Share” means each Class Member’s pro rata share of the Net  
13 Settlement Amount which is determined by the process described in Section III(F).

14           **AA.**      “Work Weeks” means for the Class Period, the total number of work weeks  
15 actually worked by a Class Member for Defendant during the Class Period in California.

16           **BB.**      “Work Week Value” is established by dividing the Net Settlement Fund by all  
17 Work Weeks for the Class Employees as explained in Section III(F)

18  
19 **II.    RECITALS**

20           **A.**       On June 1, 2023 Plaintiff Cambaliza filed his class complaint commencing the  
21 Action in the Court, and submitted a letter to the Labor Workforce Development Agency  
22 (“LWDA”). On August 25, 2023 Plaintiff Cambaliza’s counsel filed a First Amended Complaint  
23 adding a PAGA claim. On November 28, 2023 Plaintiff Cambaliza’s attorneys submitted an  
24 amended PAGA letter to the LWDA. Plaintiffs contend, by way of the Action, that Defendant  
25 violated California’s wage and hour laws with respect to Plaintiffs and Class Members by, *inter*  
26 *alia*, failure to pay the required minimum wage and overtime for all time worked, failing to  
27 properly provide meal periods or pay a premium in lieu thereof, failing to properly authorize and  
28 permit rest breaks or pay a premium in lieu thereof, failure to timely pay wages at termination,

1 failing to provide compliant wage statements, failure to reimburse expenses, thereby also violated  
2 California Business & Professions Code section 17200, et seq. and seeks penalties under PAGA.

3 **B.** On June 14, 2023 Plaintiff Jordan filed a PAGA only lawsuit in the San Francisco  
4 Superior Court asserting PAGA claims for the same PAGA claims raised by Cambaliza as well  
5 as failure to pay minimum wages, failure to comply with piece-rate compensation requirements;  
6 failure to pay sick pay at the regular rate of pay; and failure to provide employee records in  
7 response to a records request. .

8 **C.** On March 12, 2024 the Settling Parties attended mediation with Lisa Klerman, an  
9 experienced wage and hour class action and PAGA mediator. After lengthy negotiations that  
10 occurred during the mediation, during which the Settling Parties, through their counsel,  
11 recognized the burdens and risk of continuing with the litigation, the Settling Parties reached an  
12 agreement to settle and resolve the Action and Released Claims.

13 **D.** The Settlement represents a compromise and settlement of highly disputed claims.  
14 Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that  
15 any of the claims alleged in the Action have merit, or that Defendant bears any liability to the  
16 Class Members on those claims, nor as an admission by the Class Members that Defendant's  
17 defenses in the Action have merit.

18 **E.** On April 2, 2024, Cambaliza filed a Consolidated Complaint adding Plaintiff  
19 Jordan and the new PAGA claims raised in Cambaliza's amended PAGA letter and Jordan's  
20 PAGA letter and lawsuit. The parties stipulated that Defendant is not required to file a  
21 responsive pleading to the Consolidated Complaint unless the Court fails to approve the  
22 settlement. Jordan will dismiss his lawsuit I within five business days, Plaintiff Jordan will  
23 dismiss his PAGA lawsuit pending in the San Francisco Superior Court without prejudice once  
24 the Court grants preliminary approval of the settlement of the Action. Based on these Recitals,  
25 the Settling Parties hereby agree as follows.  
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27  
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1 **III. SETTLEMENT TERMS AND CONDITIONS**

2 **A. Maximum Settlement Amount.** In order to settle the Action and Released  
3 Claims, Defendant agrees to pay the Maximum Settlement Amount of \$620,000.00. This  
4 Maximum Settlement Amount is inclusive of all payments described in Section I(N). Under no  
5 circumstances shall Defendant be required to pay more than the Maximum Settlement Amount,  
6 other than the amount of employer-side payroll taxes owed on the wage portion of the Settlement  
7 Shares (“Employer Taxes”), unless the provisions of section III(P)(3) are triggered. If that occurs  
8 then it will be Defendant’s choice to increase the Maximum Settlement amount as outlined, or to  
9 void the settlement. Defendant shall pay the Employer Taxes separately and in addition to the  
10 Maximum Settlement Amount.

11 **B. Class Counsel Fees And Expenses.** Defendant and its counsel shall not oppose  
12 the application to the Court for an attorney’s fees award of up to \$206,666.66, which is one-third  
13 of the Maximum Settlement Amount and reimbursement of litigation costs and expenses of up  
14 to Twenty Thousand Dollars and No Cents (\$20,000.00). The Settlement Administrator shall  
15 issue an IRS Form 1099 to Class Counsel with respect to the attorneys’ fees and costs awarded  
16 to them. Defendant’s agreement not to oppose a motion for attorneys’ fees or a bill of costs for  
17 the aforementioned amounts should not be construed as approval or endorsement by Defendant  
18 of the amount sought. Whatever amount of Class Counsel Fees and Expenses that the Court  
19 approves shall be paid from the Maximum Settlement Amount. Should the Court approve and  
20 award less than the amount provided for herein, the difference shall be included in the Net  
21 Settlement Amount.  
22

23 **C. LWDA Payment.** Settling Parties agree that the amount of \$31,000 of the  
24 Maximum Settlement Amount is deemed payment for penalties under PAGA (“PAGA  
25 Penalties”), of which 75% (\$23,250.00) shall be paid to the Labor and Workforce Development  
26 Agency (“LWDA Payment”) and the remaining 25% (\$7,750.00) shall be distributed to the  
27 PAGA Employees pursuant to the formula in Section III(F)(3).  
28

1           **D.     Class Representatives' Service Award.**

2           1.       Plaintiffs shall request, and Defendant shall not oppose, an incentive  
3 payment not to exceed \$7,500.00 for each Class Representative, total of \$15,000.00. The Class  
4 Representatives' Service Award is intended as reasonable compensation for the time and effort  
5 expended by each of them as Class Representatives and in connection with the initiation and  
6 maintenance of this Action. The Class Representatives' Service Award shall be paid from the  
7 Maximum Settlement Amount, and shall be paid in addition to whatever payment Plaintiffs are  
8 otherwise entitled to as a Participating Class Member. The Class Representative's Service Award  
9 shall be reported to the taxing authorities by means of an IRS Form 1099. The amount of the  
10 Class Representative's Service Award is left to and within the Court's sole discretion. Should  
11 the Court approve and award less than the amount provided for herein, or not at all, the difference  
12 shall be included in the Net Settlement Amount. The Settling Parties agree that the approval,  
13 and amount, of any Class Representative's Incentive Award in this Action shall be in the Court's  
14 sole discretion and not subject to any appeal by Plaintiffs who are the sole recipients of any  
15 approved Class Representative's Service Award. This Settlement is not contingent on Plaintiffs'  
16 receipt of any Service Award out of the Maximum Settlement Amount.

17           2.       Plaintiffs acknowledge and agree that Defendant and its attorneys have  
18 made no representations or warranties regarding the tax consequences of payment of the Class  
19 Representatives' Service Award, and Plaintiffs have not relied on any such representations or  
20 warranties. Plaintiffs further agree to pay and bear sole responsibility for all taxes, liens, levies,  
21 encumbrances, interest, and penalties that may be due or payable to any taxing authority as a  
22 result of payment of any Class Representative Service Award. Furthermore, Plaintiffs agree to  
23 defend and indemnify Defendant and the other Released Parties in connection with any taxes,  
24 fines, interest or penalties incurred as a result of any failure by Plaintiffs to pay taxes due, if any,  
25 on the Class Representative's Service Award paid pursuant to this Agreement.

26           **E.       Settlement Administration Costs.** Settling Parties selected Atticus Group, Inc.  
27 ~~to act as the Settlement Administrator and it is estimated that the fees, expenses, and costs for~~  
28

administration of the terms of this Settlement shall not exceed \$9,800.00. All of the Settlement Administration Costs shall be paid from the Maximum Settlement Amount upon completion of all duties required to be performed by the Claims Administrator under the terms of this Settlement, or as otherwise required by the Court, subject to the “not to exceed” quote from the agreed upon Settlement Administrator. Should the Court approve and award less than the amount provided for herein, or not at all, the difference shall be included in the Net Settlement Amount.

**F. Settlement Shares to Class Members.**

1. Under the Settlement, each Participating Class Member shall be entitled to payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share) based on their Work Weeks. The amount that each Class Member shall be eligible to receive under the Settlement shall be determined by converting the Class Employee Fund into a Work Week Value. The Work Week Value will shall be distributed pro rata on the proportional number of Work Weeks by each Class Member during the Class Period. The Work Weeks are initially determined by dates of employment during the Class Period, which are divided by 7 to determine the weeks worked. If a Class Member was on a leave of absence, those weeks will be deducted from that calculation to determine the actual weeks worked during the class period. There shall be no reversion to Defendant. There shall be no claims process. Class Members will be provided with an estimate of their portion of the NSA as part of the class notice process. Class Members will be provided with notice of the settlement, its terms, and their right to opt out, object, appear at the fairness hearing, or challenge their number of weeks worked as set out in the notice.

2. Each Settlement Share of the Class Employee Fund shall be apportioned as follows: 20% as wages (the “Wage Component”) and 80% for interest, penalties, and other non-wage damages (the “Non-Wage Component”). Each Settlement Share shall be subject to reduction for all employee’s share of taxes and withholdings on the Wage Component and shall be reported on IRS W-2 forms, and the net payment will be referred to as “Individual Settlement Payment(s).” No reductions will be made to Settlement Shares for any taxes or withholding in connection with the Non-Wage Component, and the Non-Wage Component shall be reported on

1 IRS 1099 forms. All Class Members covered by this Settlement agree that they are not relying  
2 on any representations regarding the tax allocation or treatment of any amounts paid to them  
3 under the terms of this Settlement and agree to hold Defendant and the other Released Parties  
4 harmless for any and all tax consequences relating to the allocation of the payments made under  
5 this Settlement.

6           3. Each PAGA Employees' pro rata share of the PAGA Employee Fund  
7 ("Individual PAGA Settlement Share") will be determined by converting the portion of the  
8 PAGA Employee Fund payable to the PAGA Employees into a PAGA Pay Period Value. PAGA  
9 Pay Periods will be determined by dates of employment during the PAGA Period, which are  
10 divided by 14 to determine the PAGA pay periods. If a PAGA Employees was on a leave of  
11 absence, those pay periods will be deducted from that calculation to determine the pay periods  
12 worked during the PAGA Period. All payments are for penalties and will be reported to the  
13 PAGA Employees on IRS Form 1099.

14  
15           **G. Distributions.**

16           1. Within ten business days of the Effective Date, the Settlement  
17 Administrator shall provide Class Counsel and Defendant's Counsel with the account  
18 information so that Defendant can wire the Maximum Settlement Amount and the Employer  
19 Taxes, and Defendant shall wire said amounts within fifteen (15) business days of the Effective  
20 Date.

21           2. The Settlement Administrator shall distribute Individual Settlement  
22 Payments to Participating Class Members, the payment to the Labor and Workforce  
23 Development Agency, the Court-approved Class Representative's Service Award to Plaintiffs  
24 and Court-approved Class Counsel Fees and Expenses to Class Counsel, within ten (10) business  
25 days of receipt of payment from Defendant pursuant to this Section.

26           3. Individual Settlement Payment checks issued to Participating Class  
27 Members shall remain valid for a period of 180 calendar days after they issue, and shall be  
28 cancelled thereafter. ~~Uncashed checks will be sent to the Controller of the State of California to~~

1 be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section  
2 1500 et seq. in the name of the individual to whom the uncashed check was addressed, for the  
3 benefit of those individuals who did not cash their checks until such time as they claim their  
4 property.

5 **H. Payments To Class Do Not Trigger Additional or Derivative Payments.** It  
6 is expressly understood and agreed that the receipt of payments under the Settlement shall not  
7 entitle Plaintiffs or any Participating Class Member to additional or derivative compensation or  
8 benefits under any of Defendant's compensation or benefit plans or agreement in place during  
9 the period covered by the Settlement, nor shall it entitle Plaintiffs or any Class Member to any  
10 increased retirement, 401k benefits or matching benefits, or deferred compensation benefits. It  
11 is the intent of this Settlement that the payments provided for in this Agreement are the sole  
12 payments to be made by Defendant to Plaintiffs and Participating Class Members, and that  
13 Plaintiffs and Participating Class Members are not entitled to any additional or derivative  
14 compensation or benefits as a result of having received said payments (notwithstanding any  
15 contrary language or agreement in any benefit or compensation plan document that might have  
16 been in effect during the period covered by this Settlement).

17  
18 **I. Release of Claims.**

19 1. Release of Class Claims By Participating Class Members. Upon the  
20 Effective Date, Defendant and the other Released Parties shall be entitled to a release from the  
21 Plaintiffs and the Class Members who do not opt, for all of the Released Claims which occurred  
22 during the Class Period. "Released Claims" Plaintiffs, and all other Class Members including,  
23 but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and  
24 assigns ("Releasing Parties"), shall and will release Defendant and all of their respective former,  
25 present, and future owners, parents, subsidiaries, shareholders, and related entities and all of  
26 Defendant's respective current, former, and future officers, directors, supervisors, employees,  
27 representatives, members, managers, partners, shareholders, joint venturers, accountants,  
28 ~~insurers, representatives, agents, predecessors, successors, and assigns (collectively, the~~

12  
JOINT STIPULATION TO SETTLE CLASS AND PAGA CLAIMS

1 “Released Parties”) from any and all claims, rights, demands, liabilities, penalties, and causes of  
2 action that were alleged in Plaintiff Cambaliza’s First Amended Complaint and the Consolidated  
3 Complaint for Damages filed in the Action against the Released Parties as pled or that could have  
4 been alleged or pled in the Action, Plaintiffs’ Second Amended Complaint, based upon the  
5 allegations, facts, legal theories, or causes of action alleged in the Action, including, but not  
6 limited to, claims for relief for: (1) failure to pay all wages (Labor Code §§ 204, 206, 510, 1194,  
7 1194.2, 1197, 1197.1, & 1182.12); (2) meal period claims (Labor Code §§ 226.7 & 512); (3) rest  
8 period claims (Labor Code § 226.7 & 512); (4) failure to timely pay all wages due and owing at  
9 termination (Labor Code §§ 201-203; (5) failure to issue accurate wage statements (Labor Code  
10 § 226, 226.3, 1174, & 1174.5); (6) failure to reimburse for necessary business expenditures  
11 (Labor Code § 2802); and (7) UCL violation based on the foregoing (Bus. and Prof. Code §  
12 17200 et seq.); (8) claims for violation of the provisions of the applicable Wage Orders regarding  
13 minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late  
14 payment of final wages, inaccurate wage statements; (9) claims for the attorney’s fees and costs  
15 incurred in the prosecution of this Action on behalf of the Class Employees; (10) any other  
16 claims, remedies, penalties, or interest that could have been plead based on the facts alleged in  
17 the Action; and (11) all claims that Plaintiffs, the Class Employees may have against the Released  
18 Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees and costs to  
19 Plaintiffs’ Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and  
20 allocation of Plaintiffs’ Payment pursuant to this Settlement Agreement. The release of the  
21 Released Claims shall be effective as to the entire Class Period defined above and expressly  
22 excludes all other claims. Participating Class Members may discover facts in addition to those  
23 they now know or believe to be true with respect to the subject matter of the Released Claims,  
24 but upon the Effective Date, Participating Class Members shall be deemed to have, and by  
25 operation of the Judgment shall have, fully, finally, and forever settled and released any and all  
26 of the Released Claims, without regard to the subsequent discovery or existence of such different  
27 or additional facts. Participating Class Members agree not to sue or otherwise make a claim  
28

1 against any of the Released Parties that seeks recovery for any of the Released Claims. It is the  
2 intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and  
3 be final and binding upon Participating Class Members regarding the Released Claims.

4           2.     Complete And General Release Of Wage And Hour Claims By Class  
5 Representatives. Plaintiffs understands that he may hereafter discover facts in addition to or  
6 different from those Plaintiffs now knows or believes to be true with respect to the subject matter  
7 of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation  
8 of the contemplated final judgment shall have, fully, finally, and forever settled and released any  
9 and all of the Released Claims, as well as any other known or unknown, wage and hour claims.

10           3.     Release of PAGA Claims By State of California and PAGA Employees.  
11 Upon the Effective Date, Defendant and the other Released Parties shall be entitled to a release  
12 from the Plaintiffs, the Labor Workforce Development Agency, and the Aggrieved Employees,  
13 but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and  
14 assigns("Releasing Parties"), shall and will release Defendant and the Released Parties for (a) all  
15 PAGA penalty claims alleged in Plaintiff Cambaliza's PAGA letter as well as his SAC, and all  
16 PAGA claims raised in Plaintiff Jordan's Complaint and PAGA letter based on the foregoing  
17 cited Labor Code sections mentioned in paragraph 11 above, as well as Labor Code sections  
18 201.3, 210, 218.5, 218.6, 221, 226.2, 246, 558, 1174, 1174.5, 1197.14, 1198, 1198.5, 1199,  
19 2804 (Labor Code § 2698 et seq.); (b) claims for the attorney's fees and costs incurred in the  
20 prosecution of this Action on behalf of the PAGA Employees; (c) any other claims for PAGA  
21 penalties that could have been plead based on the facts alleged in the Action; and (d) all claims  
22 that Plaintiffs, and/or the PAGA Employees may have against the Released Parties relating to:  
23 (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel  
24 pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA  
25 Payments pursuant to this Settlement Agreement. The Release Period shall be the designated  
26 and court approved PAGA Period. The release of the PAGA Released Claims shall be effective  
27 as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment  
28 ~~as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment~~

entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiffs, the state of California and the PAGA Employees regarding the PAGA Released Claims.

**J. Motion For Preliminary Approval.**

1. Class Counsel will file an unopposed motion with the Court (the “Preliminary Approval Motion”) seeking an order approving the Settlement; setting a date for the Final Approval Hearing; approving the distribution of the Notice of Class Action Settlement (the “Class Notice”) in substantially the form attached hereto as “**Exhibit A**”; and approving the procedures and deadlines for disputing Pay Periods, opting-out of the Settlement, and objecting to the Settlement. Defendant’s Counsel will either not respond or will file a notice of non-opposition to the motion.

2. At the hearing on the Preliminary Approval Motion, the Settling Parties will jointly appear, and support the granting of the motion, and submit a proposed order granting preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval Hearing (the “Proposed Order”). The Proposed Order to be submitted to the Court in substantially the form that is attached hereto as “**Exhibit B**.”

3. Should the Court, after a reasonable opportunity to cure and remedy any stated deficiencies, ultimately decline to grant preliminary approval of the Settlement as proposed by the Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the Settling Parties will revert to their respective positions.

**K. Mailing Of Class Notice To Class Members.**

After the Court enters its order granting preliminary approval of the Settlement, all Class Members will be provided with the Class Notice by the Settlement Administrator as follows:

1. Within ten (10) business days after the Court grants preliminary approval of the Settlement, Defendant shall provide to the Settlement Administrator the last-known contact information that it has for the Class Members, including their full name, mailing addresses, telephone numbers, Social Security numbers, start and end dates of employment, and the number

1 of Work Weeks during the Class Period and the Number of Pay Periods during the PAGA Period  
2 (“Class Data List”). A redacted version of the Class Data List, without any personal contact  
3 information or Social Security numbers, shall be provided to Class Counsel upon request, and  
4 this list shall be used for no purpose other than to monitor the administration of the Settlement.  
5 All data and information provided to the Settlement Administrator and Class Counsel by way of  
6 the Class Data List shall be treated as confidential and shall not be disclosed to anyone, except  
7 as may be required to applicable tax authorities, pursuant to Defendant’s express written consent,  
8 by order of the Court, or to carry out the reasonable steps described in this Settlement to locate  
9 missing Class Members.

10           2.       Within fourteen (14) calendar days after receiving the Class Data List from  
11 Defendant, the Settlement Administrator shall mail the Class Notice to all identified Class  
12 Members via first-class U.S. Mail, using the last known address information provided by  
13 Defendant, unless such address is modified by any updated address information that the  
14 Settlement Administrator obtains in the course of administration of the Settlement. Prior to  
15 completing this mailing, the Settlement Administrator shall perform a National Change of  
16 Address (“NCOA”) search to confirm the validity of and update Class Members’ mailing  
17 addresses.  
18

19           3.       If any Class Notice is returned as undeliverable with a forwarding address  
20 within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator  
21 shall have five (5) calendar days to re-mail the Class Notice to the forwarding address. If any  
22 Class Notice is returned as undeliverable without a forwarding address within thirty (30) calendar  
23 days of the mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar  
24 days from receipt of the returned Class Notice to search for a more current address for the Class  
25 Member and to re-mail the Class Notice to the Class Member. This inquiry shall include a skip-  
26 trace search. The Settlement Administrator shall be responsible for taking all reasonable steps,  
27 consistent with its agreed upon job parameters, Court orders and fee, according to the deadlines  
28 ~~set forth in this Settlement, to administer the Settlement, including, *inter alia*, to tracking all~~

undelivered mail, performing an address search for all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator shall note for its own records the date and address of each such re-mailing and so notify Class Counsel and Defendants' counsel. The obligation to trace and resend returned Class Notices shall cease after two mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The Response Deadline shall be either the original Response Deadline or fifteen (15) calendar days after the remailing of a Class Notice in accordance with the Agreement, whichever is later.

4. The Settlement Administrator shall provide weekly status reports to counsel for the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of objections, if any are received; (c) the number of disputes of pay periods, if any are received; and (c) the number of requests to opt-out of the Settlement, if any are received.

5. No later than ten (10) business days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant' counsel, a declaration for filing with the Court in support of Plaintiffs' motion for final approval of the Settlement, setting forth its due diligence and compliance with its obligations under this Settlement.

**L. Opt-Outs and Objections To Settlement.**

Class Members are not required to sign a claim form to participate in the Settlement. Class Members may opt out of the Settlement or submit objections to the Settlement pursuant to the following procedures:

1. The Class Notice shall provide that Class Members who do not want to participate in the Settlement may exclude themselves by submitting a written request seeking to opt-out of the Settlement ("Opt-Out Notice") to the Settlement Administrator not later than sixty (60) calendar days after the date that the Settlement Administrator first mails the Class Notice ("Response Deadline"). An Opt-Out Notice must: (a) contain the full name, address, and last four digits of the Social Security number of the person requesting to opt-out; (b) be signed by the

1 person requesting to opt-out; (c) reference the Action by its name; and (d) contain a statement  
2 clearly indicating that the person submitting the request seeks to be excluded from the Settlement.  
3 If the Opt-Out Notice does not contain the information listed in (a)-(d) or is not returned to the  
4 Settlement Administrator postmarked by the Response Deadline, it shall not be deemed timely  
5 and valid. The date of the postmark on the return mailing envelope shall be the exclusive means  
6 used to determine whether the Opt-Out Notice has been timely submitted. Any Class Member  
7 who submits a timely and valid Opt-Out Notice shall not be entitled to any recovery under the  
8 Settlement and shall not be bound by the terms of the Settlement, and shall not have any right to  
9 object, appeal, or comment thereon. The submission of an Opt-Out Notice shall not impact a  
10 PAGA Employee's entitlement to their Individual PAGA Settlement Share. Class Members who  
11 fail to submit a timely and valid Opt-Out Notice shall be Class Members bound by all terms of  
12 the Settlement and the contemplated Judgment if the Settlement is granted final approval by the  
13 Court. No later than ten (10) business days after the Response Deadline, the Settlement  
14 Administrator shall provide Class Counsel and Defendant's Counsel with a complete list of all  
15 Class Members who have submitted timely and valid Opt-Out Notices, including their full names.

17 2. The Class Notice shall provide that Participating Class Members (i.e.,  
18 Class Members who do not timely opt out of the Settlement) who wish to object to the Settlement  
19 must submit to the Settlement Administrator a written statement explaining their objection to the  
20 Settlement no later than the Response Deadline. Alternatively, or in addition to a written  
21 objection, Class Members may appear at the Final Approval Hearing to make an oral objection.  
22 If a Class Member opts out of the Settlement, they cannot object to the Settlement.

23 3. A Class Member who does not make an oral objection at the Final  
24 Approval Hearing or does not submit a written objection in the manner and by the Response  
25 Deadline specified above shall be deemed to have waived all objections and shall be foreclosed  
26 from making any objections to the Settlement, whether by appeal or otherwise.

27 4. If a Class Member who has timely filed an objection to the Settlement files  
28 ~~a Notice of Appeal of the contemplated Judgment within the time period prescribed by law,~~

1 Defendant shall not be required to fund any portion of the Maximum Settlement Amount, and  
2 the Settlement Administrator shall not distribute or pay any monies until the appeal(s) are finally  
3 resolved in favor of the Settlement or dismissed with prejudice.

4           5.       The Parties agree that there is no statutory right for any PAGA Employee  
5 to object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement.  
6 If a Class Member opts out, and is also a PAGA Employee, s/he is still covered by the PAGA  
7 portion of the Settlement. Except as otherwise stated, Plaintiffs shall vigorously defend against  
8 any attempt by any PAGA Employee or by any entity or agency to intervene in this matter or  
9 object to/opt-out of this settlement. Further, there is no right or opportunity for any PAGA  
10 Employee to appeal the approval of the Settlement by the Court. The Parties shall jointly defend  
11 against any appeal filed with respect to the Final Order as it pertains to the PAGA part of the  
12 Settlement.

13  
14           **M.       Resolution of Class Member Disputes Over Work Weeks or Pay Periods.**

15           1.       If a Class Member disputes the number of Work Weeks or Pay Periods  
16 credited to him or her, which will be stated in the Class Notice, the Class Member must submit  
17 a written dispute to the Settlement Administrator, postmarked no later than the Response  
18 Deadline. The dispute must: (a) contain the full name, address, and last four digits of the Social  
19 Security number of the Class Member; (b) be signed by the Class Member; (c) reference the  
20 Action by its name and case number; (d) contain a statement clearly indicating that the Class  
21 Member disputes the number of Work Weeks and/or Pay Periods that are credited to him or her  
22 and the number of Work Weeks and/or Pay Periods that the Class Member claims should be  
23 credited to him or her; and (e) attach supporting documentation, if any, that they may have. If  
24 such a dispute arises with respect to a Class Member, the Settlement Administrator shall inform  
25 Class Counsel and Defendant's Counsel. Defendant shall manually review its payroll and  
26 personnel records to verify the correct number of Pay Periods or Work Weeks for the disputing  
27 Class Member. Defendant's records shall have a rebuttable presumption of correctness, and  
28 ~~Defendant's Counsel and Class Counsel shall jointly determine how the dispute should be~~

resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator shall present the dispute for resolution by the Court, by way of declaration to be filed in advance of the Final Approval Hearing. The decision on the dispute shall be non-appealable.

**N. No Solicitation of Objections or Opt-Outs.** Neither the Settling Parties nor their respective counsel or management shall solicit or otherwise encourage any Class Member, directly or indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the Judgment.

**O. Additional Briefing and Final Approval.**

1. As soon as practicable following the Response Deadline, Plaintiffs shall move the Court for final approval of the Settlement. Defendant agrees it shall not oppose so long as the motion is in all respects consistent with the terms of this Settlement. Not later than five (5) court days before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support of the motion or such other papers as may be necessary or helpful to the Court regarding the subject matter of the motion.

2. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Settling Parties shall present a Judgment for the Court's approval and entry, which shall provide that the Court shall have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

**P. Options to Terminate Settlement/Revision to Maximum Settlement Amount or Class Period and PAGA Period.**

1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to the requested Class Representative's Service Award, does not constitute grounds to terminate or void the Settlement.

2. Defendant has the right to cancel the Settlement if more than ten percent ~~(10%) of the Class Members submit timely and valid Opt-Out Notices from the Settlement. This~~

option to cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel within ten (10) business days of Defendant's Counsel receiving notification from the Settlement Administrator that more than ten percent (10%) of the Class Members have submitted timely and valid Opt-Out Notices from the Settlement. If Defendant exercises the option to terminate the Settlement, then Defendant shall be responsible for paying all Settlement Administration Costs.

3. If within the Class Period the total number of Estimated Class Workweeks of 33,802 increases by more than 10% for the entire Class Period (i.e., 37,182.2) then at the election of Defendant (a) the GSA will be increased proportionately for each work week that exceeds 37,182.2, or (b) Defendant shall have the right (but not the obligation) to void the settlement. That means, for example, that if the workweeks for the Class Period are actually 38,000, that Defendant would need to pay an additional \$3,068.32 (\$620,000 divided by 37,812.2 x 187.8 excess workweeks).

4. Either Settling Party may terminate this Settlement by giving written notice to the other Settling Party (through its counsel) no later than twenty (20) calendar days after receiving notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties; (ii) the Settlement does not become final because of any appellate court action; or (iii) the Court's final approval of the Settlement is reversed or materially modified on appellate review.

5. In the event of termination of this Settlement as provided above, this Settlement shall become and be considered null and void, and it shall have the following effects: (i) the Settling Parties shall have no further obligations under the Settlement; (ii) Defendant shall have no obligation to make any payments to any person, party, Class Member or attorney that otherwise would have been owed under this Settlement, except that in case of termination under Section III (P)(2), Defendant shall pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is terminated; (iii) in case of termination

1 under Section III (P)(4), the Parties shall split the Settlement Administrator's reasonable fees and  
2 expenses incurred as of the date that the Settlement is terminated; (iv) the Settlement and all  
3 negotiations, statements and proceedings relating thereto shall be without prejudice to the rights  
4 of any of the Settling Parties, all of whom shall be restored to their respective positions in the  
5 Action prior to the Settlement; and (v) neither this Settlement nor any ancillary documents,  
6 actions, statements or filings in furtherance of settlement (including all matters associated with  
7 the mediation) shall be admissible or offered into evidence in the Action or any other case or  
8 proceeding for any purpose whatsoever.

9           6.       Notice of the termination of the Settlement by a Settling Party must be  
10 provided to counsel for the other Settling Party in writing.

11           **Q.     Dispute Resolution.** Any disputes not resolved by the Settlement Administrator  
12 or the Settling Parties shall be resolved by the Court. Before any such resort to the Court, counsel  
13 for the Settling Parties shall confer in good faith in an attempt to resolve the dispute.

14           **R.     Waiver of Right To Appeal.** Plaintiffs and Class Counsel waive all appeals from  
15 the Court's Final Approval of this Settlement.

16           **S.     Publicity.** The Parties agree that no Party will issue any press release or other  
17 public or non-public representation regarding the settlement other than as necessary to obtain  
18 Court approval and effectuate the terms of the Settlement. Plaintiffs' counsel agrees not to  
19 identify Defendant in any way in any website, blog, article, or social media regarding this Action  
20 or the settlement reached by the Parties. Nothing in this provision is intended to prohibit (i)  
21 Plaintiffs from discussing this Settlement with their spouse or partner, attorneys or tax advisor;  
22 or (ii) Class Counsel from communicating with Class Members in this case or with the Court in  
23 which the Action is pending or the LWDA.

24           **T.     Fair, Adequate, And Reasonable Settlement.** This Settlement was reached after  
25 extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair,  
26 adequate, and reasonable resolution of the Action and have arrived at this Settlement in arms-  
27 length negotiations, considering all relevant factors, present and potential, and shall so represent  
28 ~~length negotiations, considering all relevant factors, present and potential, and shall so represent~~

1 it to the Court.

2       **U. No Admission Of Liability.** Defendant and the Released Parties deny any and  
3 all alleged wrongdoing or the violation of any rights of the Plaintiffs and/or Class Members. By  
4 entering into this Settlement, Defendant does not admit, and in fact specifically disclaims, the  
5 violation of any law or regulation. This Settlement is entered into solely for the purpose of  
6 compromising highly disputed claims. Nothing in this Settlement is intended or shall be  
7 construed as an admission of any liability or wrongdoing by Defendant, or as an admission by  
8 the Class Members that any of their claims were non-meritorious or that any defense asserted by  
9 Defendant was meritorious. This Settlement and the fact that the Settling Parties are willing to  
10 settle the Action and have entered into this Settlement shall have no bearing on, and shall not be  
11 admissible in connection with, any litigation, other than as is necessary to enforce the terms of  
12 this Settlement.

13  
14       **V. Miscellaneous Terms.**

15           1.     Integrated Agreement. After it is signed and delivered by all Settling  
16 Parties and their counsel, this Settlement and its exhibits shall constitute the entire agreement  
17 between the Settling Parties relating to the terms of Settlement, and shall supersede any prior or  
18 contemporaneous oral representations, warranties, covenants, or inducements made to any  
19 Settling Party concerning this Settlement or its exhibits, including the Settlement Terms.

20           2.     Execution in Counterparts. This Settlement may be executed in one or  
21 more counterparts and by facsimile or PDF version. The Settlement may be signed electronically  
22 by means that are verifiable, for example through DocuSign. All executed counterparts, and each  
23 of them, shall be deemed to be one and the same instrument, provided that counsel for the Settling  
24 Parties shall exchange between themselves original signed counterparts. Any executed  
25 counterpart shall be admissible in evidence to prove the existence and contents of this Settlement.

26           3.     Modification of Settlement. This Settlement, and any and all parts of it,  
27 may be amended, modified, changed, or waived only by an express written instrument signed by  
28 ~~all Settling Parties or their successors-in-interest, subject to approval by the Court.~~

23  
JOINT STIPULATION TO SETTLE CLASS AND PAGA CLAIMS

1           4.     Settlement Binding on Successors. This Settlement shall be binding upon,  
2 and inure to the benefit of, the successors of each of the Settling Parties and Participating Class  
3 Members.

4           5.     Applicable Law. All terms and conditions of this Settlement and its  
5 exhibits shall be governed by and interpreted according to the laws of the State of California,  
6 without giving effect to any conflict of law or choice of law principles.

7           6.     Interim Stay of Proceedings. The Parties shall stay all proceedings in the  
8 Action, subject to necessary compliance with the Court's orders, except such proceedings  
9 necessary to implement and complete the Settlement, pending the Final Approval Hearing to be  
10 conducted by the Court.

11           7.     Authorization to Enter Into Settlement Agreement. Counsel for all  
12 Settling Parties warrant and represent they are expressly authorized by the Settling Parties whom  
13 they represent to negotiate this Agreement and to take all appropriate actions required or  
14 permitted to be taken by such Settling Parties pursuant to this Agreement to effectuate its terms,  
15 and to execute any other documents required to effectuate the terms of this Agreement. The  
16 Settling Parties and their counsel shall cooperate with each other and use their best effort to  
17 effectuate the implementation of the Settlement. In the event the Settling Parties are unable to  
18 reach agreement on the form or content of any document needed to implement the Settlement, or  
19 on any supplemental provisions that may become necessary to effectuate the terms of this  
20 Settlement, the Settling Parties may seek the assistance of the Court to resolve such disagreement.  
21 The persons signing this Agreement on behalf of Defendant represents and warrants that they are  
22 authorized to sign this Agreement on behalf of Defendant. The Class Representatives represent  
23 and warrant that they are authorized to sign this Agreement and that they have not assigned any  
24 claim, or part of a claim, covered by this Settlement to a third-party.

25           8.     Notices. Unless otherwise specifically provided herein, all notices,  
26 demands or other communications given hereunder shall be in writing and shall be deemed to  
27 ~~have been duly given as of the third business day after mailing by United States registered or~~  
28

certified mail, return receipt requested, addressed as follows:

**To Class Counsel:**

Kevin Mahoney (SBN; 235367)  
[kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)  
Laura Theriault (SBN 330474)  
[ltheriault@mahoney-law.net](mailto:ltheriault@mahoney-law.net)  
**MAHONEY LAW GROUP, APC**  
249 E. Ocean Blvd., Ste. 814  
Long Beach, CA 90802  
Telephone: (562) 590-5550  
Facsimile: (562) 590-8400

Amir H. Seyedfarshi, Esq. (SBN: 301656)  
[amir@employmentrightslawyers.com](mailto:amir@employmentrightslawyers.com)  
**EMPLOYMENT RIGHTS LAWYERS, APC.**  
6380 Wilshire Blvd., Suite 1602  
Los Angeles, California 90048  
Telephone: (424) 777-0964

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Julieann Alvarado (State Bar #334727)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

**JCL LAW FIRM, APC**  
Jean-Claude Lapuyade (State Bar #248676)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**To Defendant:**

Jody A. Landry, Esq.  
Sarah Boxer  
[jlandry@littler.com](mailto:jlandry@littler.com)  
**LITTLER MENDELSON, P.C.**  
501 West Broadway, Suite 900  
San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement shall not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

**IT IS SO AGREED.**

Dated: 05 / 08 / 2024

*George Cambaliza*

George Cambaliza  
Plaintiff

Dated: 05/09/2024

*Antonio Jordan*

Antonio Jordan (May 9, 2024 15:14 PDT)

Antonio Jordan  
Plaintiff

Clear Channel Outdoors, LLC.

Dated: May 27, 2024

*Salvador Llach*

Salvador Llach (May 27, 2024 18:47 EDT)

Salvador Llach

**Approved as to form:**

Dated: 05/30/2024

*Amir Seyedfarshi*

Amir Seyedfarshi

Attorneys for Plaintiffs and the Settlement Class

Dated: May 30, 2024

*Jody A. Landry*

Jody A. Landry

Attorney for Defendant

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**EXHIBIT A**

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF LOS ANGELES  
George Cambaliza et al. v. Clear Channel Outdoor, LLC.  
Case No.: 23STCV12330

XX - XX - \_\_\_\_\_

Section E below for further information regarding the claims you are releasing by participating in this Settlement.

- The Settlement avoids costs and risks to you from continuing the lawsuit; pays money to employees; and releases Defendant from liability for these claims.
- The two sides disagree on whether Defendant is liable for the allegations raised in this case and how much money could have been won if the employees won at trial.
- **Your legal rights may be affected. Read this notice carefully.**

#### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

##### Get a Payment

- If you are a Class Member, you will automatically receive a payment, unless you exclude yourself from the Settlement as described below. If you are a PAGA Employee, you will also automatically receive your PAGA Employee Portion as you cannot exclude yourself from the PAGA portion of the settlement. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.

##### Exclude Yourself

- If you are a Class Member and want to exclude yourself from the Class portion of the Settlement, you must submit a written request seeking to opt-out of the Settlement to the Settlement Administrator no later than [REDACTED] (60 calendar days after the date that the Settlement Administrator first mails the Class Notice). The opt-out request must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be signed by you; (c) reference the Action by its name; and (d) contain a statement clearly indicating that you seek to be excluded from the Settlement. This is the only option that allows you to bring your own claims against Defendant regarding the legal claims in the Action. You will not be bound by the terms of the Settlement if you opt out, nor will you receive a payment. You cannot exclude yourself from the PAGA portion of the settlement.

##### Object

- If you are a Class Member, and do not opt-out of the Class portion of the settlement, you can object to the Class portion of the Settlement, if you so wish. This allows you to object to the terms of the Settlement but still participate in the Settlement that is finally approved and receive a settlement payment. If you wish to object to the Class portion of the Settlement, you must submit to the Settlement Administrator a written statement explaining your objection to the Settlement no later than [REDACTED]

JOINT STIPULATION TO SETTLE CLASS AND PAGA CLAIMS

(60 calendar days after the date that the Settlement Administrator first mails the Class Notice). Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing to make an oral objection.

### **WHY DID YOU RECEIVE THIS NOTICE?**

This notice explains the proposed Settlement of the lawsuit and informs you of your legal rights under that proposed Settlement. You are receiving this notice because you may be a member of the Class or are a PAGA Employee on whose behalf this lawsuit has been brought.

### **WHAT IS THIS LAWSUIT ABOUT?**

On June 1, 2023 Plaintiff Camabliza filed a class action complaint entitled *George Cambaliza v. Clear Channel Outdoor, LLC*, commencing the Action in the Court, and submitted a letter to the Labor Workforce Development Agency (“LWDA”). On August 25, 2023 Plaintiff Cambaliza’s counsel filed a First Amended Complaint adding a PAGA claim. On November 28, 2023 Plaintiff Cambaliza’s attorneys submitted an amended PAGA letter to the LWDA. On June 14, 2023 Plaintiff Jordan filed a PAGA only lawsuit in the San Francisco Superior Court asserting PAGA claims. On April 2, 2024 Plaintiff filed a Consolidated Complaint that now includes all claims alleged in both lawsuits. Plaintiff contends, by way of the Action, that Defendant violated California’s wage and hour laws with respect to Plaintiff and Class Members by, inter alia, failing to pay the required minimum wage and overtime for all time worked including but not limited to at the proper regular rate, failing to properly provide meal periods or pay a premium in lieu thereof, failing to properly authorize and permit rest breaks or pay a premium in lieu thereof, failing to timely pay wages at termination, failing to provide compliant wage statements, and failing to reimburse expenses, thereby also violating California Business & Professions Code section 17200, et seq. and owing penalties under PAGA. The Action alleges Defendant violated the following provisions of the Labor Code: 201.3, 210, 218.5, 218.6, 221, 226.2, 246, 558, 1174, 1174.5, 1197.14, 1198, 1198.5, 1199, 2804, and claims deriving from the applicable Wage Orders promulgated by the Industrial Welfare Commission. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, attorneys’ fees, and costs.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than that of settling this lawsuit, the Action is appropriate for class or representative treatment. Defendant contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable laws. The Court has made no ruling and will make no ruling on the merits of the Actions.

## **SUMMARY OF THE SETTLEMENT**

### **A. Why is there a Settlement?**

The Court did **not** decide in favor of Plaintiff or Defendant. There was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the Class Members and PAGA Employees will get compensation. Plaintiff and Plaintiff's attorneys believe the Settlement is fair, reasonable, and adequate and in the best interests of all Class Members and PAGA Employees. Thus far, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court will make a final determination of whether the proposed Settlement is fair, adequate, and reasonable at the Final Approval Hearing.

### **C. What is the Class Period and the PAGA Period?**

The term "Class Period" means the period from means from October 5, 2019 through March 31, 2024. The "PAGA Period" means the period from April 14, 2022 through March 31, 2024.

### **D. What does the Settlement provide?**

#### **1. Maximum Settlement Amount.**

Defendants will pay a total of Six Hundred and Twenty Thousand Dollars and Zero Cents (\$620,000.00) (the "Maximum Settlement Amount") to settle the Action. This amount includes \$589,000 to settle the class claims and \$31,000 to settle the PAGA claims. It is proposed that the following payments will be made from the Maximum Settlement Amount.

- a. Distribution to Participating Class Members. Approximately \$\_\_\_\_\_ ("Class Distribution") will be distributed to Class Members who do not opt out of the Class portion of the Settlement based upon the number of weeks that they worked during the Class Period.
- b. Distribution to PAGA Members. Approximately \$7,750 will be distributed pro rata to PAGA Members based upon the number of pay periods that they worked during the PAGA Period.
- c. Attorneys' Fees and Expenses. Class Counsel has worked on this lawsuit without compensation and has advanced funds to pay for expenses necessary to prosecute the action. Under the Settlement, Class Counsel will request an award of fees of no more than \$206,666.66, which is one-third of the Maximum Settlement Amount, and an award of expenses not to exceed \$20,000.

- 1 d. Class Representative Service Award. Plaintiff is requesting a class  
2 representative service award of \$10,000 each to Plaintiffs Cambaliza  
3 and Jordan as Class Representatives, in addition to the amount that  
4 they each will receive as a Class Member and as a PAGA Employee,  
5 to compensate them for undergoing the burden and expense of  
6 prosecuting the Action.
- 7 e. Settlement Administration Costs. The Settlement Administrator,  
8 Atticus Group, Inc., has advised the parties that the settlement  
9 administration costs will not exceed \$ \_\_\_\_.
- 10 f. Payment to State of California. Approximately \$23,250 of the  
11 Maximum Settlement Amount will be paid to the state of California in  
12 settlement of allegations that Defendant owes civil penalties to the  
13 state for alleged Labor Code violations.

14 The funds used for the Maximum Settlement Amount shall be paid to the Settlement  
15 Administrator. The Settlement Administrator shall distribute the Court-approved Class  
16 Representative Service Awards to the Plaintiff, the Court-approved attorneys' fees and litigation  
17 costs to Class Counsel, the settlement administration costs to the Settlement Administrator, and  
18 the payment to the LWDA at the same time and manner as the settlement payments to the  
19 participating Class Members and PAGA Members.

## 15 2. Your Individual Payment Amount

16 The Settlement Administrator will calculate the individual settlement payments to all  
17 PAGA Members, and to all Class Members who do not submit valid opt-out requests.

18 Currently, it is estimated that you will receive approximately \$ \_\_\_\_\_. This is based on  
19 Defendant's records showing you:

- 20 • [Option 1] worked \_\_\_\_\_ pay periods during the Class Period;
- 21 • [Option 2] worked \_\_\_\_\_ pay periods during the PAGA Period.

22 This/these amounts can change depending on how much the court awards in attorneys'  
23 fees, litigation costs, the Class Representative Service Awards to the Plaintiff, and the number of  
24 Class Members who ask to be excluded from the Class portion of the Settlement.

25 Settlement checks will expire 180 days from the date they are issued by the Settlement  
26 Administrator. Uncashed checks will be sent to the Controller of the State of California to be  
27 held pursuant to the Unclaimed Property Law in the name of the individual to whom the uncashed  
28 check was addressed, for the benefit of those individuals who did not cash their checks until such  
time as they claim their property.

1                   3.     Tax Matters

2             The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the  
3     equivalent California forms) to participating Class Members reflecting the payments each Class  
4     Member and/or PAGA Member receives under the Settlement. For tax purposes, payments to  
5     Class Members will be allocated as follows: 20% as wages, 80% as interest and penalties.  
6     Payments to PAGA Members will be apportioned as penalties only. Forms W-2 and/or Forms  
7     1099 will be distributed at times and in the manner required by the Internal Revenue Code.

8             Interest and penalties paid under this Settlement shall not be subject to federal, state, and  
9     local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for  
10    payments of interest and penalties. The usual and customary deductions will be taken out of the  
11    amounts attributable to unpaid wages. Class Members should consult with their tax advisors  
12    concerning the tax consequences of the payment they receive under the Settlement.

13                   E.     What are you giving up to get a payment?

14             Upon entry of the Final Approval Order and Defendant's payment of the Maximum  
15    Settlement Amount plus the Employer's withholding share of payroll taxes, Plaintiff and Class  
16    Members will be deemed to have released the Released Parties of and from all of the Released  
17    Claims during the Class Period. The Released Claims, further described below, include all claims  
18    that Plaintiff, the Class, any Class Member, and/or any PAGA Employee had, or may claim to  
19    have, against any of the Released Parties.

20             Release of Class Claims by the Participating Class Members. Upon the Effective Date,  
21    Defendant and the other Released Parties shall be entitled to a release from the Plaintiffs and the  
22    Class Members who do not opt, for all of the Released Claims which occurred during the Class  
23    Period. "Released Claims" Plaintiffs, and all other Class Members including, but not limited to,  
24    their heirs, executors, attorneys, agents, representatives, successors, and assigns ("Releasing  
25    Parties"), shall and will release Defendant and all of their respective former, present, and future  
26    owners, parents, subsidiaries, shareholders, and related entities and all of Defendant's respective  
27    current, former, and future officers, directors, supervisors, employees, representatives, members,  
28    managers, partners, shareholders, joint venturers, accountants, insurers, representatives, agents,  
predecessors, successors, and assigns (collectively, the "Released Parties") from any and all  
claims, rights, demands, liabilities, penalties, and causes of action that were alleged in Plaintiff  
Cambaliza's Second Amended Complaint and the Consolidated Complaint for Damages filed in  
the Action against the Released Parties as pled or that could have been alleged or pled in the  
Action, Plaintiffs' Second Amended Complaint, based upon the allegations, facts, legal theories,  
or causes of action alleged in the Action, including, but not limited to, claims for relief for: (1)  
failure to pay all wages (Labor Code §§ 204, 206, 510, 1194, 1194.2, 1197, 1197.1, & 1182.12);  
(2) meal period claims (Labor Code §§ 226.7 & 512); (3) rest period claims (Labor Code § 226.7  
& 512); (4) failure to timely pay all wages due and owing at termination (Labor Code §§ 201-  
203; (5) failure to issue accurate wage statements (Labor Code § 226, 226.3, 1174, & 1174.5);  
(6) failure to reimburse for necessary business expenditures (Labor Code § 2802); and (7) UCL  
violation based on the foregoing (Bus. and Prof. Code § 17200 et seq.); (8) claims for violation  
of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal  
periods and rest periods, as well as allegations regarding the late payment of final wages,  
inaccurate wage statements; (9) claims for the attorney's fees and costs incurred in the  
prosecution of this Action on behalf of the Class Employees; (10) any other claims, remedies,

penalties, or interest that could have been plead based on the facts alleged in the Action; and (11) all claims that Plaintiffs, the Class Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiffs' Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period defined above and expressly excludes all other claims. Participating Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Claims.

Release of PAGA Claims By State of California and PAGA Employees. Upon the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the Plaintiffs, the Labor Workforce Development Agency, and the Aggrieved Employees, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns("Releasing Parties"), shall and will release Defendant and the Released Parties for (a) all PAGA penalty claims alleged in Plaintiff Cambaliza's PAGA letter as well as his SAC, and all PAGA claims raised in Plaintiff Jordan's Complaint and PAGA letter based on the foregoing cited Labor Code sections mentioned in paragraph 11 above, as well as Labor Code sections 201.3, 210, 218.5, 218.6, 221, 226.2, 246, 558, 1174, 1174.5, 1197.14, 1198, 1198.5, 1199, 2804 (Labor Code § 2698 et seq.); (b) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (c) any other claims for PAGA penalties that could have been plead based on the facts alleged in the Action; and (d) all claims that Plaintiffs, and/or the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of PAGA Payments pursuant to this Settlement Agreement. The Release Period shall be the designated and court approved PAGA Period. The release of the PAGA Released Claims shall be effective as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiffs, the state of California and the PAGA Employees regarding the PAGA Released Claims.

**"Effective Date"** means the date by which all of the following have occurred: the Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules of Court 3.769(h); and the Judgment has become Final. "Final" means that the Settlement has been finally approved by the Court without material modification and either: (i) if there are no objections, or if an objection(s) is made and overruled, 61 days from the date the order for final approval is issued; or (ii) if objections are made, and an appeal is filed, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

## **THE FINAL APPROVAL HEARING**

Presently, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable and adequate. The Court will conduct a final approval hearing regarding the proposed Settlement (the "Final Approval Hearing") on **DATE** at **TIME**, in Department 7 of the Los Angeles County Superior Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the participating Class Members; (ii) whether the participating Class Members should be bound by the terms of the Settlement; (iii) the amount of the attorneys' fees and litigation costs that should be awarded to Plaintiff's counsel; and (iv) the amount that should be awarded to the Plaintiff as Class Representative Service Award.

At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing but you are not required to do so. You also have the right to hire an attorney to represent you or to enter an appearance and represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys' fees and/or costs associated with that representation.

The Settlement Administrator will give notice to any objecting party of any continuance of the hearing on the Motion for Final Approval. Additionally, you may contact the Settlement Administrator, listed at the end of this notice, to inquire into the date and time of the Final Approval hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing fully and finally approving the Settlement as fair, reasonable, adequate and in the best interests of the participating Class Members.

## **WHAT ARE YOUR OPTIONS?**

### **• OPTION 1 – GET A PAYMENT**

**IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NOT REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.**

The number of pay periods you worked during the Class Period and/or the PAGA Period and the estimated amount of your Settlement Payment is set forth above in this notice. If you believe that the number of pay periods are stated incorrectly, you may dispute it by timely submitting a written dispute to the Settlement Administrator, postmarked no later than **DATE**. The dispute must contain the following: (a) your full name, address, and last four digits of your Social Security number; (b) your signature; (c) reference to the Actions by name and case number; (d) a statement clearly indicating that you dispute the number of pay periods that are credited to you and the number of pay periods that you claim should be

1 credited to you. The dispute should attach supporting documentation, if any, that you may have.  
2 If you believe that the information is correct, you do not have to do anything.

3 The Settlement Payment you will receive will be a full and final settlement of your  
4 Released Claims described above.

5 • **OPTION 2 – EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE**  
6 **SETTLEMENT**

7 You have a right to exclude yourself (“Opt Out”) from the Class portion of the  
8 Settlement. However, if you choose to do so, you will not receive any payment from the  
9 proposed class settlement. You will **not** be bound by a judgment in this case as it pertains to  
10 the class settlement and will have the right to file your own lawsuit against Defendant, subject  
11 to time limits called Statutes of Limitations and other potential defenses that Defendant may  
12 assert, and to pursue your own claims in a separate suit. If you opt out and are a PAGA  
13 Member, you will be bound by the PAGA portion of the settlement and receive your PAGA  
14 payment.

15 You can opt out of the Class portion of the Settlement by submitting a written request  
16 that must: (a) contain your full name, address, and last four digits of your Social Security  
17 number; (b) be signed by you; (c) refer to the Actions by name; and (d) contain a statement  
18 clearly indicating that you seek to be excluded from the Settlement. Send it by first class U.S.  
19 mail to the Settlement Administrator at Simpluris, Inc.,  
20 [REDACTED].

21 To be valid, your Opt-Out Form must be postmarked no later than [REDACTED], 2024.

22 **OPTION 3 – OBJECT TO THE SETTLEMENT**

23 If you wish to remain a Class Member, or if you are a PAGA Member, and you wish  
24 retain the ability to participate in any Settlement that is approved and receive a settlement  
25 payment, but you wish to object to the proposed Settlement (or any of its terms) and wish the  
26 Court to consider your objection at the Final Approval Hearing, you may object to the proposed  
27 Settlement in writing by submitting a statement explaining your objection by first class U.S.  
28 mail to the Settlement Administrator at Simpluris, Inc.,  
[REDACTED].

It must be postmarked no later than [REDACTED], 2024. You, or an attorney representing you, may also appear at the Final Approval Hearing to object to the Settlement. If you opt out of the Settlement you do not have the right to object.

**COUNSEL FOR THE PARTIES**

**COUNSEL FOR PLAINTIFF/CLASS  
MEMBERS:**

Kevin Mahoney (SBN; 235367)  
[kmahoney@mahoney-law.net](mailto:kmahoney@mahoney-law.net)  
Laura Theriault (SBN 330474)  
[ltheriault@mahoney-law.net](mailto:ltheriault@mahoney-law.net)  
**MAHONEY LAW GROUP, APC**  
249 E. Ocean Blvd., Ste. 814  
Long Beach, CA 90802  
Telephone: (562) 590-5550  
Facsimile: (562) 590-8400

Amir H. Seyedfarshi, Esq. (SBN: 301656)  
[amir@employmentrightslawyers.com](mailto:amir@employmentrightslawyers.com)

**EMPLOYMENT RIGHTS LAWYERS,  
APC.**

6380 Wilshire Blvd., Suite 1602  
Los Angeles, California 90048  
Telephone: (424) 777-0964

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Julieann Alvarado (State Bar #334727)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

**JCL LAW FIRM, APC**  
Jean-Claude Lapuyade (State Bar #248676)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**COUNSEL FOR DEFENDANTS:**

Jody A. Landry, Bar No. 125743  
[jlandry@littler.com](mailto:jlandry@littler.com)  
Charles J. Ureña, Bar No. 348232  
[curena@littler.com](mailto:curena@littler.com)  
**LITTLER MENDELSON, P.C.**  
501 W. Broadway, Suite 900  
San Diego, CA 92101-3577  
Telephone: 619.232.0441  
Fax No.: 619.232.4302

**CHANGE OF ADDRESS**

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

**ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the **Settlement**, you may review the detailed “Joint Stipulation of Class Action Settlement,” which was filed with the Court on [REDACTED], 2024, as Exhibit A to the Declaration of Attorney [REDACTED], and is available for viewing online, along with other court records regarding the Action, on the Court’s website, [REDACTED]. This document as well as the pleadings and other records in the Action may also be examined in person at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

**ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.**

**QUESTIONS?**

If you have any questions, you may contact Class Counsel or the Settlement Administrator.

**SETTLEMENT ADMINISTRATOR**

**ATTICUS GROUP, INC.**

**[ADDRESS]**

**EXHIBIT B**

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

GEORGE CAMBALIZA,

Plaintiff,

v.

CLEAR CHANNEL OUTDOOR, LLC; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV12339

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

Assigned for all purposes to:  
Hon. Lawrence P. Riff

Date: \_\_\_\_\_, 2024  
Time: \_\_\_\_\_ a.m.  
Dept.: 7

Case filed: June 1, 2023  
Trial Date: Not yet set

1 WHEREAS this Action is pending before this Court as a putative class action lawsuit and  
2 Private Attorney General Action brought by Plaintiffs George Cambaliza and Antonio Jordan  
3 (“Plaintiffs”) against Clear Channel Outdoor, LLC (“Defendant”); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the  
5 settlement of the Action in accordance with the Joint Stipulation of Class Action And Private  
6 Attorney General Act Settlement Agreement and Release (the “Stipulation” or “Settlement” or  
7 “Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and  
8 conditions for a proposed Settlement and final resolution of the Action upon the terms and  
9 conditions set forth therein; and the Court having read and considered the Stipulation and the  
10 exhibits annexed thereto;

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 1. This Order incorporates by reference the definitions in the Stipulation, and all  
13 terms defined therein shall have the same meaning in this Order as set forth in the Stipulation.  
14 Per the Parties’ Stipulation, the Court hereby conditionally certifies the following Settlement  
15 Class: all non-exempt employees who worked for Defendant in the state of California from  
16 October 5, 2019 through March 31, 2024.

17 2. Upon the Final Order, Participating Class Members who do not opt out of the  
18 Settlement will release all claims that were alleged or that could have been alleged based on the  
19 facts of Plaintiffs’ operative complaint as defined in the Stipulation as “Released Claims” from  
20 October 5, 2019 through March 31, 2024. The “Released Parties” are Defendant and all of their  
21 respective former, present, and future owners, parents, subsidiaries, shareholders, and related  
22 entities and all of Defendant’s respective current, former, and future officers, directors,  
23 supervisors, employees, representatives, members, managers, partners, shareholders, joint  
24 venturers, accountants, insurers, representatives, agents, predecessors, successors, and assigns.

25 3. Should, for whatever reason, the Settlement not become final, the fact that the  
26 Parties were willing to stipulate to class certification as part of the Settlement shall have no  
27  
28

bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

4. Plaintiffs are hereby appointed and designated, for all purposes, as the Class Representatives of the Class, and the following attorneys are hereby appointed and designated as counsel for the Class Representatives and the Class: Kevin Mahoney and Laura Theriault of Mahoney Law Group, Amir H. Seyedfarshi, Employment Rights Lawyers, APC, Shani Zakay of Zakay Law Group, APLC and Jean-Claude Lapuyade of JCL Law Firm, APC. ("Class Counsel"). Class Counsel are authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such Class Member's own choosing and at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

5. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable and adequate, and one that would merit, ultimately, final approval by this Court. The Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class Members when balanced against the potential outcomes of further litigation relating to liability and damages issues. The Court further finds that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations by Defendants and Plaintiff (the "Settling Parties").

6. A final approval hearing (the "Settlement Hearing") shall be held before this Court, located at 312 North Spring Street, Los Angeles, California, 90012, on \_\_\_\_\_, 2024 at \_\_\_\_\_.m., in Department 7, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action should be finally approved by the Court; whether a Judgment, as provided in the Stipulation, should be entered herein;

whether the plan of allocation contained in the Stipulation should be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsel's Fees Award and Cost Award, the Class Representatives' service awards, payment to the Labor and Workforce Development Agency and the Settlement Administration Costs.

7. The Court hereby approves, as to form and content, the Notice, attached as Exhibit A to the Stipulation. The Court finds that distribution of the Notice, substantially in the manner and form set forth in the Stipulation and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

8. The Court hereby appoints Atticus Group, Inc. as Settlement Administrator and hereby directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members the Notice (Exhibit A) by first class mail at their last known address within ten (10) calendar days of receiving a Class List from Defendant.

9. Any Class Member (as defined by the Stipulation) may choose to opt out of the Settlement or object to the class action part of the Settlement, but cannot opt-out of the PAGA portion of the settlement, as provided in the Notice by following the instructions for requesting exclusion from the Settlement Class or objecting to the settlement. Class Members will have sixty (60) days from the date of mailing of the Notice in which to postmark objections or a notice of opting out. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice was undeliverable. The obligation to trace and resend returned Class Notices shall cease after two mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The time period to respond may not be extended on account of a returned or undeliverable mailing. Any written request to opt-out must be signed by each such person opting out. All Class Members who do not timely and

properly notify the Settlement Administrator of their desire to opt-out of the Settlement, shall become bound by all determinations of the Court, the Stipulation and Judgment.

10. Any Class Member who did not opt out may appear at the Settlement Hearing and may object to the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. In order to object, the Class Member may file with the Court and submit to the Settlement Administrator a written statement explaining their Objection to the Settlement no later than the \_\_\_\_\_, 2024. Counsel for the Parties shall file any response to the objections submitted by objecting Class Members at least ten (10) court days before the date of the Final Fairness and Approval Hearing. However, to the extent an objecting Class Member is also an PAGA Employee said individual cannot object to the PAGA portion of the Settlement.

11. The Settlement is not a concession or admission and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be:

a. Construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Settling or Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Settling or Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

b. Disclosed, referred to, or offered or received in evidence against any of the Settling or Released Parties in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding, except for purposes of settling the Action pursuant to the Stipulation.

12. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement of the

1 Action.

2 13. In the event the Settlement does not become effective in accordance with the terms  
3 of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled, or fails to  
4 become effective for any reason, this Order shall be rendered null and void and shall be vacated  
5 and the Parties shall revert to their respective positions as of before entering into the Stipulation.

6 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and  
7 all dates provided for in the Stipulation without further notice to Class Members and retains  
8 jurisdiction to consider all further applications arising out of or connected with the proposed  
9 Settlement.

10  
11 Dated: \_\_\_\_\_

12 \_\_\_\_\_  
13 JUDGE OF THE SUPERIOR COURT  
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