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and all others similarly situated and aggrieved

8
9 *[Additional counsel next page]*

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13
14 ROBERTO HERNANDEZ, an individual, on
behalf of himself and all others similarly
15 situated and aggrieved,

16 Plaintiff,

17 vs.

18 CTC GLOBAL CORPORATION doing
business as CTC CABLE CORPORATION, a
19 Delaware Corporation; and DOES 1 to 100,
inclusive,

20 Defendants.

21
22 ADRIENNE JOHNSON, individually and on
behalf of all others similarly situated,

23 Plaintiff,

24 vs.

25 CTC GLOBAL CORPORATION, a Delaware
26 corporation; and DOES 1 through 50,
inclusive,

27 Defendants.
28

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 28 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

Case No. 30-2020-01138945-CU-OE-CJC
Related Case No. 30-2020-01149795

[Assigned for All Purposes to the Honorable William
D. Claster Dept. CX104]

**AMENDED ~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Action Filed: March 13, 2020
Consolidated Complaint Filed: March 16, 2021

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individually and on behalf of all others similarly situated

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14 CORPORATION doing business as CTC CABLE

15 CORPORATION

1 The Motion for Final Approval of Class Action Settlement came before this Court on November
2 18, 2022. The above-captioned Action is a class action lawsuit brought by Plaintiffs Roberto Hernandez
3 and Adrienne Johnson (collectively, "Plaintiffs") against Defendant CTC Global Corporation
4 ("Defendant") (collectively, the "Parties"). Plaintiffs allege that they and other putative class members
5 were not provided legally compliant meal period and rest breaks or premium compensation in lieu thereof,
6 not paid minimum and overtime wages, not paid wages due upon separation, and not furnished accurate
7 and timely wage statements. Plaintiffs further allege that Defendant's practices constituted unfair
8 business practices under California Business & Professions Code sections, 17200, *et seq.* Defendant
9 denies all of the allegations in this Action.

10 On April 28, 2022, this Court entered an Order Granting Preliminary Approval of Settlement
11 ("Preliminary Approval Order"), resulting in certification for settlement purposes of the following
12 provisional Class:

13 *All current and former nonexempt employees of Defendant that worked in*
14 *California at any time between July 20, 2016 and October 15, 2021.*

15 The Preliminary Approval Order further directed the Parties to provide the Notice of Class Action
16 Settlement ("Notice") to the Class, which informed Class Members of: (a) the proposed Settlement, and
17 the Settlement's key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
18 any Class Member to object to the proposed Settlement, and an explanation of the procedures to exercise
19 that right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and an
20 explanation of the procedures to exercise that right; and (e) an explanation of the procedures for Class
21 Members to participate in the proposed Settlement.

22 The Court, upon Notice having been given as required in the Preliminary Approval Order, and
23 having considered the proposed Settlement Agreement, as well as all papers filed, hereby ORDERS,
24 ADJUDGES, AND DECREES AS FOLLOWS:

25 1. This Judgment incorporates by reference the definitions in the Settlement Agreement (the
26 "Settlement"), and all terms used herein shall have the same meanings as set forth in the Settlement
27 Agreement.

28 2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the
Action, including all members of the Class.

1 3. The Court finds that the Class is properly certified as a class for settlement purposes only.

2 4. The Notice provided to the Class Members conforms with the requirements of California Code
3 of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and
4 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the
5 best notice practicable under the circumstances, by providing individual notice to all Class Members who
6 could be identified through reasonable effort, and by providing due and adequate notice of the
7 proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied
8 the requirements of due process.

9 5. The Court finds the settlement was entered into in good faith and is fair, adequate, and
10 reasonable and satisfies the standards and applicable requirements for final approval of this class action
11 settlement under California law, including the provisions of California Code of Civil Procedure section
12 382 and California Rules of Court, Rule 3.769.

13 6. The Court finds that the following Class Members have submitted valid and timely requests
14 for exclusion from the Settlement: David Ayers and Paola Jackueine Guillen.

15 7. Defendant shall provide the Settlement Administrator with sufficient funds to make all
16 payments and distributions as required by the Settlement.

17 8. Upon entry of this Order, compensation to the Participating Class Members shall be effected
18 pursuant to the terms of the Settlement Agreement.

19 9. The Settlement Administrator shall distribute settlement benefits to Class Members from the
20 settlement funds in accordance with the Settlement.

21 10. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition
22 of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves the payment of an
23 incentive award to Class Representatives Roberto Hernandez and Adrienne Johnson in the amount of
24 \$5,000.00 each.

25 11. The Court awards Class Counsel \$225,000.00 in attorneys' fees to be paid from the Gross
26 Settlement Amount, to be apportioned as follows:

27 Matern Law Group, PC \$112,500.00

28 Shegerian & Associates, Inc. \$112,500.00

1 12. The Court finds that Class Counsel has incurred costs and expenses in the amount of
2 \$18,401.11. Such costs and expenses were reasonably incurred in prosecuting the Action on behalf of
3 the Class. The Court awards Class Counsel \$18,401.11 in costs and expenses to be paid from the Gross
4 Settlement Amount, to be apportioned as follows:

5 Matern Law Group, PC \$10,089.14

6 Shegerian & Associates, Inc. \$8,311.97

7 13. The Court approves and orders payment in the amount of \$14,000.00 to the Settlement
8 Administrator CPT Group, Inc. for performance of its settlement administration services. No amounts
9 shall be distributed to any party until Defendant fully funds the entire Gross Settlement Amount.

10 14. Fifteen Thousand Dollars shall be allocated to penalties under the Labor Code Private
11 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, of which \$11,250.00 shall
12 be paid by the Settlement Administrator from the Gross Settlement Amount directly to the California
13 Labor and Workforce Development Agency. The remaining \$3,750.00 shall be part of the Net Settlement
14 Amount and shall be distributed to Aggrieved Employees.

15 15. Upon the Defendant providing the Gross Settlement Amount to the Settlement Administrator,
16 Plaintiffs and all Participating Class Members of shall have, by operation of this Order and Judgment,
17 fully, finally and forever released, relinquished, and discharged the Releases Parties ~~from the following~~ *per the*
Settlement Agreement.

WWPS
18 ~~Released Claims:~~ All claims, demands, rights, liabilities and causes of action that were or could have
19 been asserted (whether in tort, contract or otherwise) for violation of the California Labor Code, the
20 California Business and Professions Code, the applicable Industrial Welfare Commission Orders or any
21 similar state or federal law, whether for economic damages, non-economic damages, liquidated damages,
22 punitive damages, restitution, penalties, other monies, or other relief based on any facts, transactions,
23 events, policies, occurrences, acts, disclosures, statements, omissions or failures to act pled or arising out
24 of the facts, transactions, and occurrences pled in Hernandez's Complaint, Hernandez's First Amended
25 Complaint, Johnson's Complaint, or the Plaintiffs' operative Consolidated Class Action and PAGA
26 Representative Complaint, which are or could be the basis of claims for: (1) failure to provide proper
27 meal breaks; (2) failure to provide proper rest breaks; (3) failure to provide pay minimum wages; (4)
28 failure to provide pay overtime wages; (5) failure to pay all earned wages and compensation upon

1 termination; (6) failure to provide lawful wage statements; (7) failure to maintain required records; (8)
2 failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) alleged
3 unfair business practices that arose during the Class Period.

4 16. In addition, upon Defendant providing the Gross Settlement Amount to the Settlement
5 Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any
6 and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth
7 in Plaintiffs' operative Consolidated Class Action and PAGA Representative Complaint and arising at
8 any time during the PAGA Period. An Aggrieved Employee is subject to this PAGA release even if the
9 Aggrieved Employee requests exclusion from the Settlement.

10 17. Pursuant to California Rules of Court Rule 3.771(b), notice of this signed Final Order and
11 Judgment shall be provided to the Class by the Settlement Administrator posting it on the Settlement
12 Administrator's website.

13 18. This Judgment is intended to be a final disposition of the above captioned action in its entirety,
14 and is intended to be immediately appealable.

15 19. The clerk of the Court shall enter the final approval order and final judgment; and

16 20. This Court shall retain jurisdiction with respect to all matters related to the administration and
17 consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject
18 matter of the lawsuit, including but not limited to all matters related to the settlement and the
19 determination of all controversies relating thereto.

20 21. Plaintiffs shall file a final report regarding distribution of the settlement funds by
21 6-23-23.

22 22. Final judgment is hereby entered.

23 **IT IS SO ORDERED.**

24
25 Dated: 11-28-22



Hon. William D. Claster
Superior Court, County of Orange

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On November 21, 2022, I served the following document or documents:

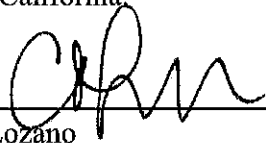
AMENDED [PROPOSED] FINAL ORDER AND JUDGMENT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Holly R. Lake, Esq. holly.lake@dlapiper.com Steve L. Hernández, Esq. steve.hernandez@dlapiper.com Ryan M. Estes, Esq. ryan.estes@dlapiper.com DLA PIPER LLP (US) 2000 Avenue of the Stars Suite 400 North Tower Los Angeles, California 90067-4704 Tel: 310.595.3000 Fax: 310.595.3300	Attorneys for Defendant CTC GLOBAL CORPORATION
Carney R. Shegerian CShegerian@Shegerianlaw.com Anthony Nguyen ANguyen@Shegerianlaw.com Cheryl A. Kenner CKenner@Shegerianlaw.com SHEGERIAN AND ASSOCIATES, INC. 11520 San Vicente Boulevard Los Angeles, California 90049 Tel.: (310) 860-0770 Fax: (310)860-0771	Attorneys for Plaintiff Roberto Hernandez

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

Executed on November 21, 2022, at Manhattan Beach, California


Cathy Lozano