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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JEFFREY CESARIO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

HARTWELL CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2018-00976928-CU-OE-CXC

Honorable Peter J. Wilson
Department CX102

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval
of Class Action Settlement; Declaration of
Proposed Class Representative (Jeffrey
Cesario); and [Proposed] Order filed
concurrently herewith.]

Hearing Date: ~~June 11~~ July 16, 2020
Hearing Time: 2:00 p.m.
Department: CX102

Complaint Filed: March 1, 2018
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Jeffrey Cesario. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

5. At *Girardi & Keese*, my practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, I gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by

1 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
2 depositions, and prepared dozens of expert witnesses for deposition or trial.

3 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has
4 almost exclusively focused on the prosecution of consumer and employment class actions,
5 involving wage-and-hour claims, race discrimination, unfair business practices or consumer
6 fraud. Currently, we are the attorneys of record in over a dozen employment-related putative
7 class actions in both state and federal courts in the State of California. Our firm has successfully
8 litigated cases involving the executive, administrative, and other overtime exemptions to the
9 State of California and federal overtime compensation requirements. During this relatively short
10 time, in association with other law firms, we have recovered millions of dollars on behalf of
11 thousands of individuals in California.

12 **EXAMPLES OF CLASS ACTION RESULTS**

13 7. What follows are just a few examples of the type of results we have achieved on
14 behalf of our clients:

15 a) Our firm, in association with co-counsel, represented the plaintiffs in a
16 wage-and-hour class and representative action against a major property management company
17 involving allegations of misclassification of various “manager” positions. On September 20,
18 2010, the court granted final approval of the class and representative action settlement. The Los
19 Angeles County Superior Court Case Number is BC400414.

20 b) Our firm, in association with co-counsel, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer involving allegations of misclassification
22 of the “Assistant Store Manager” position. On October 28, 2010, the court granted final
23 approval of the class action settlement. The Los Angeles County Superior Court Case Number
24 is BC413498.

25 c) Our firm, in association with co-counsel, represented the plaintiffs in a
26 wage-and-hour class and representative action against a national property management company
27 involving allegations of misclassification of the “Property Manager” position. On May 23,
28 2012, the court granted final approval of the class and representative action settlement. The Los

Angeles County Superior Court Case Number is BC430918.

d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

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1 i) Our firm, in association with co-counsel, represented the plaintiffs in a
2 wage-and-hour class action involving allegations of misclassification of the salaried residential
3 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
4 class certification. The Los Angeles County Superior Court Case Number is BC474784.

5 j) Our firm, in association with co-counsel, represented the plaintiffs in a
6 wage-and-hour class and representative action against a national retailer of upscale hardware
7 and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted
8 final approval of the class and representative action settlement. The Los Angeles County
9 Superior Court Case Number is JCCP4794.

10 k) Our firm, in association with co-counsel, represented the plaintiffs in a
11 wage-and-hour class and representative action against a national retailer of apparel and fashion
12 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
13 approval of the class and representative action settlement. The Los Angeles County Superior
14 Court Case Number is BC488069.

15 l) Our firm, in association with co-counsel, represented the plaintiffs in a
16 wage-and-hour class action against a national retailer of apparel, accessories, and home
17 products, involving allegations of misclassification of the “Department Manager” position. On
18 August 12, 2016, the court granted plaintiffs’ motion for class certification in part and certified
19 a class. The Alameda County Superior Court Case Number is RG13680477.

20 m) Our firm represented the plaintiffs in a representative action under the
21 Private Attorneys General Act, against a real estate and property management company, on
22 behalf of non-exempt employees. On November 4, 2016, the Court granted approval of the
23 settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-
24 CXC.

25 n) Our firm, in association with co-counsel, represented the plaintiffs in a
26 wage-and-hour class action against a full-service bank, on behalf of non-exempt employees. On
27 November 18, 2016, the court granted final approval of the class action settlement. The San
28 Francisco County Superior Court Case Number is CJC-13-004839.

o) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

r) Our firm represented the plaintiff in a wage-and-hour class and representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

s) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

t) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

u) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a manufacturer of plastic containers on behalf of non-exempt

1 employees. On October 31, 2017, the court granted final approval of the class and representative
2 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

3 v) Our firm, in association with co-counsel, represented the plaintiffs in a
4 wage-and-hour class action and representative action against a bank on behalf of non-exempt
5 employees. On December 11, 2017, the court entered an order granting final approval of class
6 and representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC569646.

8 w) Our firm, in association with co-counsel, represented the plaintiffs in a
9 wage-and-hour class action and representative action against a property management company
10 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
11 order granting final approval of the class and representative action settlement. The Los Angeles
12 County Superior Court Case Number is JCCP4819.

13 x) Our firm, in association with co-counsel, represented the plaintiffs in a
14 wage-and-hour class action and representative action against a global provider of flexible office
15 space solutions. On February 15, 2018, the court entered an order granting final approval of the
16 class and representative action settlement. The Los Angeles County Superior Court Case
17 Number is BC498401.

18 y) Our firm, in association with co-counsel, represented the plaintiff in a
19 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
20 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
21 The Tulare County Superior Court Case Number is VCU264528.

22 z) Our firm represented the plaintiffs in a wage-and-hour class and
23 representative action against a behavioral health service provider on behalf of non-exempt
24 employees. On November 13, 2018, the court granted final approval of the class and
25 representative action settlement. The Alameda County Superior Court Case Number is
26 RG16811450.

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6 bb) Our firm, in association with other co-counsel, represents the plaintiff in a
7 wage-and-hour class action against a national parking service provider, on behalf of non-exempt
8 employees. On September 3, 2019, the court granted the plaintiff's motion for class certification
9 and certified a class. The Judicial Council Coordination Proceeding Number is JCCP 4886.

cc) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is JCCP4921.

dd) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class, the court certified a class. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

19 ee) Our firm represented the plaintiff in a wage-and-hour class and
20 representative action against a medical equipment supplier on behalf of non-exempt employees.
21 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
22 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

23 PRELIMINARY APPROVAL

8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff Jeffrey Cesario (“Plaintiff”), individually and on behalf of all others similarly situated, on the one hand, and Defendant Hartwell Corporation (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have drafted, agreed

1 and approved the proposed Notice of Class Action Settlement (“Class Notice” or “Notice”),
2 which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the
3 Court approve it. The Parties have also drafted and agreed to the form and content of the
4 proposed First Amended Class Action Complaint for Damages and Enforcement Under the
5 Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“First Amended
6 Complaint”), which is attached as “Exhibit A” to the [Proposed] Order Granting Preliminary
7 Approval of Class Action Settlement (“[Proposed] Order”) filed concurrently herewith. As part
8 of the Settlement, the Parties agreed to amend the operative complaint to add causes of action,
9 which were ascertained, litigated, mediated, and settled, for the purposes of resolution of the
10 lawsuits. Class Counsel respectfully requests that the Court grant leave to file the First Amended
11 Complaint as outlined within the [Proposed] Order so that the terms of the Settlement
12 Agreement and the intent of the Parties may be effectuated.

13 9. Based on information provided by Defendant, as of April 7, 2020 the Class is
14 estimated to consist of approximately 497 individuals.

15 10. The effectiveness of Lawyers for Justice PC (“Class Counsel”) in prosecuting the
16 matter has translated into tangible monetary benefits for an individual who comes within the
17 definition of the Class (individually referred to as “Class Members”) in the following respects:
18 (1) Class Members recover over a reasonably short period of time as opposed to waiting
19 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
20 favorably with other similar class action settlements of this type given the strengths and
21 weaknesses of the case; and (3) significant savings in litigation fees and/or costs that would have
22 only increased significantly had the case progressed through certification, trial, and/or appeals.

23 11. Class Counsel has actively pursued the matter since the action was commenced
24 on March 1, 2018. The Parties have engaged in extensive settlement negotiations and
25 participated in formal mediation conducted by Paul Grossman, Esq., a well-respected mediator
26 experienced in mediating complex labor and employment matters. Prior to and during the
27 mediation session and settlement discussions, the Parties exchanged class information, engaged
28 in an extensive discussion regarding their evaluations of the case and various aspects of the case,

1 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
2 proceeding with class certification and/or representative adjudication, the law relating to off-
3 the-clock theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative
4 claims, as well as the evidence produced and analyzed, and the possibility of appeals, among
5 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
6 length in an adversarial position. Arriving at a settlement that was acceptable to both Parties
7 was not easy. Defendant and its counsel felt strongly about their ability to prevail on the merits
8 and at certification, and Plaintiff and Class Counsel believed that they would be able to obtain
9 class certification and prevail at trial. As a result of Plaintiff and Class Counsel's extensive
10 efforts, Defendant made many significant changes to its wage and hour policies and practices.
11 After evaluating the respective positions of the Parties and the merits of the matter, the mediator
12 issued a mediator's proposal for resolution, which the Parties agreed to. Thus, after conducting
13 investigations and informal exchange of information, extensive settlement negotiations, and
14 with the aid of the mediator's evaluations, the Parties have agreed that this matter is well-suited
15 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs
16 and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable,
17 and adequate resolution of the Released Claims of Plaintiff and Settlement Class Members (i.e.,
18 Class Members who do not timely submit a Request for Exclusion from the Settlement), with
19 respect to Released Parties.

20 12. Prior to mediation on April 9, 2019, the Parties investigated the veracity, strength,
21 and scope of the claims, and Class Counsel were preparing the case for class certification and
22 trial. Plaintiff conducted significant investigation and formal and informal discovery regarding
23 the facts of the case, including and not limited to, the exchange, review, and analysis of tens of
24 thousands of pages of documents and data produced by Defendant. Plaintiff also propounded
25 Form Interrogatories, (Set One), Special Interrogatories (Set One) and (Set Two), Requests for
26 Production of Documents (Set One), and noticed and took the deposition of Defendant's person
27 most knowledgeable at Defendant Hartwell Corporation. Plaintiff also reviewed Defendant's
28 responses to Plaintiff's discovery, including: Defendant's responses to Plaintiff's Form

1 Interrogatories (Set 1), Defendant's responses to Plaintiff's Special Interrogatories (Set 1) and
2 (Set Two), and Defendant's responses to Plaintiff's Request for Production of Documents (Set
3 1). The volume of data and documents that Class Counsel reviewed and analyzed included and
4 was not limited to: Plaintiff's employment records; Class Members' time and pay data (such
5 as: time punch records, payroll data, and class information), Defendant's Employee Handbook
6 (including: Acknowledgement Form of Employee Handbook), agreements, internal
7 memoranda, forms, checklists, and Defendant's operations and employment practices,
8 procedures, and policies (such as: Acknowledgement and Receipt of Attendance Policy), among
9 other information and documents. Class Counsel interviewed Plaintiff and other Class Members
10 to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred
11 on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the
12 production of documents and data prior to the mediation. Class Counsel also drafted Plaintiff's
13 mediation brief, and prepared for and attended court proceedings, settlement negotiations, and
14 the mediation, among other tasks.

15 13. Counsel for the Parties have also invested time researching and investigating the
16 applicable law, which is constantly evolving as it relates to certification, representative PAGA
17 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's
18 claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on
19 our analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

20 14. The Settlement provides for a Maximum Settlement Consideration¹ of three
21 million six hundred dollars (\$3,600,000). The Net Settlement Consideration is the Maximum
22 Settlement Consideration, less the following amounts, subject to approval by the Court:
23 Attorneys' Fees,² Litigation Expenses³ to Class Counsel, Service Payment⁴ to Plaintiff, the
24 California Labor and Workforce Development Agency's ("LWDA") portion of the PAGA

25 ¹ Settlement Agreement § 1.1.15.

26 ² Settlement Agreement § 1.1.1. "Attorneys' Fees" means Court-approved attorneys' fees of up to thirty-five
percent (35%) of the Maximum Settlement Consideration (i.e., \$1,260,000) to Class Counsel.

27 ³ Settlement Agreement § 1.1.13. "Litigation Expenses" means actual expenses and costs of litigation incurred by
Class Counsel and approved for reimbursement by the Court, of up to twenty-eight thousand dollars (\$28,000).

28 ⁴ Settlement Agreement § 1.1.26. "Service Payment" means the payment of up to (\$12,000) to the Class
Representative for his service in litigating and commencing the action.

1 Payment to the LWDA (ie: LWDA Payment”), and Settlement Administration Costs to the
2 Settlement Administrator.⁵ Assuming that the amounts allocated under the Settlement toward
3 these payments are awarded by the Court, the Net Settlement Consideration is currently
4 estimated to be two million, eighty three thousand seven hundred fifty dollars (\$2,083,750).
5 Under the Settlement Agreement, the final available Net Settlement Consideration will be fully
6 distributed to Settlement Class Members in accordance with the Settlement Agreement and no
7 portion will revert to Defendant.

8 15. The Parties have agreed to retain Phoenix Class Action Administration Solutions
9 (“Phoenix” or “Settlement Administrator”) to handle the notice and settlement administration
10 process. The Parties respectfully request that the Court appoint Phoenix to handle these
11 procedures and serve as the Settlement Administrator. Defendant will provide Phoenix with the
12 following information for each Class Member: (1) full name; (2) Last Known Address;⁶ (3) last
13 known telephone number; (4) Social Security number; and (5) dates of employment with
14 Defendant in an hourly, non-exempt position, and (6) the Gross Earned Wages (collectively,
15 “Class Information”) and Phoenix will calculate each Class Member’s estimated Gross Earned
16 Wages. Phoenix will be responsible for: (a) calculating Gross Earned Wages; (b) printing, and
17 mailing the Notice to the Class Members; (c) receiving and reporting the written objections to
18 the Settlement (“Objections”), written requests to be excluded from the Settlement (“Requests
19 for Exclusion”), and written disputes regarding the Gross Earned Wages allocated to Class
20 Members (“Disputes”); (d) processing and mailing payments to the Class Representative, Class
21 Counsel, LWDA, and Settlement Class Members; (e) distributing tax forms; and (f) other tasks
22 as the Parties mutually agree or the Court orders the Settlement Administrator to perform.
23 Settlement Administration Costs are currently estimated not to exceed ten thousand dollars
24 (\$10,000) and will be paid out of the Maximum Settlement Consideration, subject to approval
25 of the Court.

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27 ⁵ Settlement Agreement § 1.1.27. “Settlement Administration Costs” means the costs of administering the
Settlement of up to ten thousand dollars (\$10,000) to the Settlement Administrator.

28 ⁶ Settlement Agreement § 1.1.11. “Last Known Address” refers to the most recently recorded mailing address for
a Class Member, as such information is contained in the personnel records maintained by Defendant.

1 16. Based on investigation and information discovered, Class Counsel believe there
2 is sufficient evidence to support the allegations made in the lawsuit, including the allegations
3 that Defendant, with respect to Plaintiff and Class Members, *inter alia*, failed to properly pay
4 for regular, overtime, and wages for all hours worked (including, *inter alia*, due to failure to
5 correctly calculate the overtime rate of pay), failed to provide compliant meal and rest periods
6 and to pay associated premium pay, failed to timely pay wages upon termination and during
7 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
8 records, failed to reimburse necessary business expenses, and thereby engaged in unfair business
9 practices and conduct that gives rise to penalties under the Private Attorneys General Act of
10 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members
11 were expected to perform similar job duties and were subject to the same or similar operations
12 and employment policies, practices, and procedures. Additionally, Plaintiff asserted that
13 Defendant's recordkeeping practices with respect to Plaintiff and Class Members were
14 substantially the same during the time period at issue. As a result, Plaintiff claims that he and
15 Class Members were uniformly not paid all of the compensation that was owed to them by
16 Defendant during the Class Period. Thus, it is clear that the outcome of this litigation would be
17 determined by Defendant's uniform operations and employment practices, policies, and
18 procedures that applied across its hourly-paid or non-exempt employees in California during the
19 Class Period.

20 17. Class Counsel is aware of the defenses and position of Defendant but believe that
21 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also
22 taken into account the uncertainty and risk of the outcome of further litigation, and the
23 difficulties and delays inherent in such litigation, including those involved in class certification
24 and/or representative adjudication. Plaintiff further recognizes the burdens of proof necessary
25 to establish liability for the claims asserted in the action, Defendant's defenses, and the
26 difficulties in establishing entitlement to monetary recovery. Plaintiff has also considered the
27 Parties' settlement discussions, as well as the evaluations and proposal of the mediator, who is
28 experienced and well-regarded in complex labor and employment matters.

1 18. Defendant, on the other hand, denied and continues to deny any liability and
2 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
3 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
4 than this Settlement. Defendant believes that it would ultimately succeed in the lawsuit. Both
5 sides have also had the opportunity to interview witnesses and review documents and
6 information relating to Plaintiff's and Class Members' employment with Defendant, and
7 Defendant's operations and employment policies, practices, and procedures. The Parties also
8 reviewed and analyzed thousands of pages of documents and data, including, but not limited to
9 a detailed sampling of Class Members' time and pay records, to determine the potential value
10 and strength of the claims. The available information enabled Class Counsel to estimate the
11 potential claims of the Class and prepare damages/valuation models. Accordingly, the Parties
12 have conducted adequate investigation to be sufficiently informed of the nature and extent of
13 the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its
14 fairness, adequacy, and reasonableness. The Parties have agreed that the case is well-suited for
15 settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
16 risks to both sides that would attend further litigation. The Settlement takes into account the
17 strengths and weaknesses of each side's position and the uncertainty of how the case might have
18 concluded at certification, trial, and/or appeals.

19 19. The Settlement establishes a Maximum Settlement Consideration of three million
20 six hundred thousand dollars (\$3,600,000). The Settlement provides that Plaintiff will apply to
21 the Court for an award of Attorneys' Fees not to exceed thirty-five percent (35%) of the
22 Maximum Settlement Amount (i.e., \$1,260,000) and an award of Litigation Expenses not to
23 exceed twenty-eight thousand dollars (\$28,000). It should be noted that Class Counsel has borne
24 all of the risks and costs of litigation and will not receive any compensation until recovery is
25 obtained.

26 20. The Settlement Agreement provides for a Service Payment of up to twelve
27 thousand dollars (\$12,000) to Plaintiff, which will be paid out of the Maximum Settlement
28 Consideration, subject to approval by the Court. Plaintiff spent considerable time and effort to

1 produce relevant documents and past employment records and to provide the facts and evidence
2 necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel
3 needed him and actively tried to obtain information that would benefit the Class. Accordingly,
4 it is appropriate and just for Plaintiff to receive a reasonable Service Payment in addition to his
5 Individual Settlement Payment for his service on behalf of the Class.

6 21. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is
7 in the best interest of the Class. Class Counsel further submit that the Settlement is within an
8 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
9 action, the inherent costs and risks of further litigation, and the costs and risks associated with
10 class certification, representative adjudication, trial, and/or appeals.

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

13 Executed on this 9th day of April 2020, at Glendale, California.

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15 Edwin Aiwarzian
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Exhibit 1

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
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Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JEFFREY CESARIO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

HARTWELL CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2018-00976928-CU-OE-CXC

Honorable Peter J. Wilson
Department CX102

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: March 1, 2018
Jury Trial Date: None Set

This Joint Stipulation of Class Action and PAGA Settlement (the “Settlement,” “Agreement,” or “Settlement Agreement”) is entered into by and between Jeffrey Cesario (“Plaintiff”), on behalf of himself and as a representative of the Class described in this Settlement, Hartwell Corporation (“Defendant”) (individually referred to as “Party” or collectively as “Parties”).

1. DEFINITIONS

As used in this Settlement, the following terms have the meanings specified below:

1.1 “Attorneys’ Fees” means Court-approved attorneys’ fees up to thirty-five percent (35%) of the Maximum Settlement Consideration (i.e., \$1,260,000) to Class Counsel.

1.2 “Class” means all individuals employed by Defendant within the State of California in an hourly, non-exempt position at any time during the Class Period.

1.3 “Class Counsel” means: Edwin Aiwasian, Esq., Arby Aiwasian, Esq., and Joanna Ghosh, Esq. of the law firm Lawyers *for* Justice, PC located at 410 West Arden Avenue, Suite 203, Glendale, California 91203.

1.4 “Class Member” means an individual who comes within the definition of the Class.

1.5 “Class Period” means the period from March 1, 2014 through the Date of Preliminary Approval.

1.6 “Class Representative” means Plaintiff Jeffrey Cesario.

1.7 “Court” means the Superior Court of the State of California, County of Orange.

1.8 “Date of Final Approval” means the date the Court enters an order granting final approval of the Settlement (“Final Approval Order”).

1.9 “Date of Preliminary Approval” means the date the Court enters an order granting preliminary approval of the Settlement (“Preliminary Approval Order”).

1.10 “Effective Date” means the date when the Final Approval Order becomes final. For purposes of this Settlement, the Final Approval Order “becomes final” upon the last to occur of the following: (a) if there are no objections to the Settlement, the Date of Final Approval; (b) if there are objections to the Settlement, and if an appeal, review, or writ is not sought from the Final Approval Order, the day immediately after the time period to appeal the Final Approval Order has

expired; or (c) if there are objections to the Settlement, and if an appeal, review, or writ is sought from the Final Approval Order, the day immediately after the Final Approval Order is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order is no longer subject to further judicial review.

1.11 “Last Known Address” means the most recently recorded mailing address for a Class Member, as such information is contained in the personnel records maintained by Defendant.

1.12 “Lawsuit” means the civil action entitled *Jeffrey Cesario v. Hartwell Corporation.*, Case No. 30-2018-00976928-CU-OE-CXC, pending in the Superior Court of the State of California, County of Orange.

1.13 “Litigation Expenses” means those actual expenses and costs of litigation incurred by Class Counsel and approved for reimbursement by the Court, up to Twenty Eight Thousand Dollars (\$28,000).

1.14 “LWDA Payment” means payment in the amount of Two Hundred and Six Thousand Two Hundred and Fifty Dollars (\$206,250) to the California Labor and Workforce Development Agency for its seventy-five percent (75%) share of PAGA Payment.

1.15 “Maximum Settlement Consideration” means the maximum amount that Defendant will pay under the terms of this Settlement (not including employer’s side payroll taxes) of Three Million Six Hundred Thousand Dollars (\$3,600,000), and is non-reversionary and inclusive of all Individual Settlement Shares, Service Payment, LWDA Payment, Litigation Expenses, Attorneys’ Fees, and Settlement Administration Costs, as those terms are defined in this Settlement.

1.16 “Net Settlement Consideration” means the Maximum Settlement Consideration less all amounts awarded and approved for Attorneys’ Fees, Litigation Expenses, Service Payment, Settlement Administration Costs and LWDA Payment.

1.17 “Notice” means the notice to be mailed to the Class, subject to approval by the Court, substantively in the form of the document attached to this Settlement as “**Exhibit A.**”

1.18 “Operative Complaint” means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et. Seq.*, which is attached to this Settlement as “**Exhibit B.**” and which the Parties agree may be

1 filed as a term of this Settlement.

2 **1.19** “Opt Out” means the process by which Class Members can respond to the Notice
3 by requesting that they be excluded from this Settlement as detailed in Section 8.5 of this
4 Settlement.

5 **1.20** “PAGA Payment” means payment in the amount of Two Hundred Seventy Five
6 Thousand Dollars (\$275,000) from the Maximum Settlement Consideration for penalties pursuant
7 to the California Private Attorneys General Act, of which 75% will be distributed to the California
8 Labor and Workforce Development Agency (“LWDA”) (i.e., the LWDA Payment) and 25% will
9 remain a part of the Net Settlement Consideration for distribution to the Settlement Class
10 Members.

11 **1.21** “Parties” means Plaintiff (the Class Representative) and Defendant.

12 **1.22** “Reasonable Address Verification Measures” means running the Last Known
13 Addresses and Social Security numbers of Class Members through the United States Postal
14 Service’s National Change of Address database and other skip-trace procedures to verify a Class
15 Member’s address.

16 **1.23** “Released Claims” means the claims the Settlement Class Members release subject
17 to the terms of this Settlement as detailed in Section 10.1 of this Settlement. The Released Claims
18 do not include any claims that cannot be released as a matter of law, including claims for workers’
19 compensation.

20 **1.24** “Released Parties” means Defendant and each and all of its present, former and
21 future controlling persons, parent companies, affiliates, subsidiaries, successors-in-interest, benefit
22 plans sponsored by such companies, shareholders, owners, officers, directors, principals,
23 employees, agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions,
24 predecessors, successors, and assigns.

25 **1.25** “Response Deadline” means the deadline for Class Members to submit an
26 Objection, Request for Exclusion, and/or Dispute, which shall be the date that is thirty (30)
27 calendar days after the Settlement Administrator initially mails the Notice to the Class, subject to
28 a potential 20-day extension as detailed in Section 8.7 of this Settlement, and subject to extension

to the next business day if the Response Deadline falls on a Sunday or legal holiday.

1.26 “Service Payment” means the payment of up to \$12,000 to the Class Representative, individually, as detailed in Section 6.4 of this Settlement.

1.27 “Settlement Administration Costs” means the costs and expenses of up to \$10,000 due to the Settlement Administrator as approved by the Court.

1.28 “Settlement Administrator” means the third-party settlement administration provider Phoenix Class Action Administration Solutions.

1.29 “Settlement Class Member(s)” means Class Members who do not timely and validly Opt Out of this Settlement.

1.30 “Individual Settlement Share” means the total, gross amount due to the Settlement Class Members, which will be calculated as detailed in Section 6.2 of this Settlement.

1.31 “Updated Address” means a mailing address that was updated via Reasonable Address Verification Measures or via an updated mailing address provided by the United States Postal Service or a Class Member.

2. FACTUAL AND PROCEDURAL BACKGROUND

2.1 On March 1, 2018, Plaintiff commenced the Lawsuit and filed the Class Action Complaint for Damages, which alleged Defendant failed to properly pay overtime and minimum wages, failed to provide complaint meal periods and premiums in lieu thereof, failed to provide complaint rest periods and premiums in lieu thereof, failed to timely pay wages during employment and upon termination, failed to provide complaint wage statements, failed to keep requisite payroll records, failed to reimburse necessary business expenses and violated the California Business and Professions Code § 17200, *et seq.*

2.2 Significant discovery and investigation occurred throughout litigation of the Lawsuit. This included service of written discovery, deposition of Defendant’s person most knowledgeable, and production and review of thousands of pages of documents, including timekeeping and payroll records for the Class Members.

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2.3 On April 9, 2019, the Parties engaged in mediation with mediator Paul Grossman, Esq.. As a result of that mediation, the Parties reached the Settlement reflected in this Agreement, which is subject to Court approval. At all times, the Parties' negotiations were adversarial, non-collusive, and at arms' length.

3. ADDITIONAL RECITALS

3.1 The Parties are sufficiently familiar with the facts of the Lawsuit and applicable law to warrant settlement at this time.

3.2 The Parties are represented by competent counsel and have had the opportunity to consult with counsel prior to the submission of this Settlement to the Court. Pursuant to California Evidence Code Sections 1119 and 1152, this Settlement and any related documents filed or created in connection with it will be inadmissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Settlement.

3.3 Defendant denies any liability or wrongdoing of any kind associated with the Released Claims and further denies, for purposes other than the settling of this Lawsuit, that any part of the Lawsuit is appropriate for class treatment. Defendant has denied and continues to deny each and every material factual allegation and claim asserted in the Lawsuit. Nothing in this Settlement will constitute an admission by Defendant of wrongdoing or liability or of the truth of any factual allegation in the Lawsuit. In addition, nothing in this Settlement will constitute an admission by Defendant that the Lawsuit is properly brought on a class action basis other than for settlement purposes.

3.4 The Class Representative and Class Counsel believe that the claims asserted in the Lawsuit have merit. Class Counsel, however, recognizes and acknowledges the significant expense and duration of continued proceedings necessary to prosecute the litigation against Defendant through trial(s) and potentially through appeal(s). Class Counsel is also mindful of the challenges of obtaining class certification, proving liability and damages, and resolving possible defenses to the allegations and claims asserted in the Lawsuit. Class Counsel has performed a thorough study of the law and facts relating to the allegations in the Operative Complaint and have concluded, based upon its investigation and discovery, and taking into account the sharply

1 contested issues, the expense and time necessary to pursue the Lawsuit through trial, the risks and
2 costs of further prosecution of the Lawsuit, the uncertainties of complex litigation, and the
3 substantial benefits to the Class, that a settlement with Defendant on the terms set forth in this
4 Settlement is fair, reasonable, adequate, and in the best interests of the Class. Class Counsel and
5 the Class Representative believe that the Settlement confers substantial benefits on the Class.
6 Nothing in this Settlement will constitute an admission by Plaintiff that the claims asserted in the
7 Lawsuit lack merit or that any of Defendant's affirmative defenses are valid.

8 **3.5** Defendant will not oppose Service Payment to Class Representative for his services
9 on behalf of the Class, in accordance with Section 6.4.

10 **4. CONDITIONS PRECEDENT TO EFFECTIVENESS OF SETTLEMENT**

11 **4.1** The Parties enter into this Settlement with the understanding that it is subject to
12 Court approval. This Settlement will become final and effective only upon the Effective Date.

13 **4.2** If the Effective Date does not occur, then this Settlement and the Parties'
14 previously-executed memorandum of understanding will automatically be deemed null and void,
15 Defendant's stipulation to the filing of the First Amended Complaint will be revoked and the
16 Parties will revert to their positions prior to provisional class certification under the terms of this
17 Settlement.

18 **5. CONDITIONAL CLASS CERTIFICATION**

19 The Parties conditionally stipulate to class certification for purposes of this Settlement
20 only. In the event that class certification for Settlement purposes is deemed null and void, then
21 that class certification will have no precedential value and it will not be introduced into evidence
22 or offered for any other purpose.

23 **6. SETTLEMENT CONSIDERATION**

24 **6.1** Under the terms set forth in this Settlement, Defendant will pay the Maximum
25 Settlement Consideration so that each Class Member who does not Opt Out of this Settlement (i.e.,
26 Settlement Class Member) is paid his or her share of the Net Settlement Consideration (i.e.,
27 Individual Settlement Shares"), as consideration for the Settlement, pursuant to Section 6.2. Aside
28 from Defendant's legal fees and costs or expenses incurred in the Lawsuit and its share of any

1 applicable payroll taxes with respect to the wage-portion of the Individual Settlement Shares
2 provided under this Settlement (“Employer Taxes”) (all of which will be the separate obligation
3 of Defendant), in no event will Defendant be obligated to pay more than the Maximum Settlement
4 Consideration. The amounts paid under the Settlement will constitute adequate consideration for
5 the release of the Settlement Class Members’ Released Claims and for the Class Representative’s
6 general release as detailed in Section 10.2 of this Settlement.

7 **6.2** Each Class Member who does not Opt Out of this Settlement will receive an
8 Individual Settlement Share, calculated as follows: Each Settlement Class Member’s share will
9 be based on the ratio of gross wages earned during the Class Period by that Class Member as a
10 non-exempt employee of Defendant in California (“Gross Earned Wages”), in comparison with
11 the Gross Earned Wages of all Settlement Class Members, multiplied by the Net Settlement
12 Consideration. Any disputes regarding the amount of Gross Earned Wages that a Class Member
13 should be credited with under this Settlement, will be resolved and decided by the Settlement
14 Administrator based on Defendant’s payroll records. Class Members who wish to dispute the
15 Gross Earned Wages credited to them and listed on their Notice must submit a timely and complete
16 written dispute to the Settlement Administrator (“Dispute”). A complete and timely Dispute must:
17 (a) state the case name and number of the Lawsuit; (b) state the Class Member’s full name, address,
18 telephone number, and the last four digits of his/her Social Security number; (c) clearly state the
19 amount of Gross Earned Wages that the Class Member contends should be credited to him/her; (d)
20 be signed by the Class Member or his/her lawful representative; and (e) be mailed to the Settlement
21 Administrator and postmarked no later than the Response Deadline. The Settlement
22 Administrator’s decision on all such Disputes will be final and non-appealable.

23 **6.3** One-fourth (25%) of each Individual Settlement Share constitutes wages (and each
24 Settlement Class Member will be issued an IRS Form W-2 for such portion). Defendant will be
25 responsible for paying the Employer Taxes, separate, apart from, and in addition to the Maximum
26 Settlement Consideration. The remaining three-quarters (75%) of each Individual Settlement
27 Share constitutes non-wages (and each Settlement Class Member will be issued an IRS Form 1099
28 for such portion, if applicable). Each Settlement Class Member will receive payment of his or her

1 Individual Settlement Share, in accordance with this Settlement, subject to reduction for
2 employee's share of taxes and withholding, and the net payment is referred to as the "Individual
3 Settlement Payment."

4 **6.4** In exchange for the Class Representative's work and effort in prosecuting the
5 Lawsuit on behalf of the Class, Defendant agrees not to oppose any application or motion for a
6 Service Payment of up to Twelve Thousand Dollars (\$12,000) to the Class Representative. The
7 Class Representative's Service Payment, which will be paid from the Maximum Settlement
8 Consideration, will be in addition to the Class Representative's Individual Settlement Payment
9 paid pursuant to the Settlement. The Class Representative will be solely and legally responsible
10 to pay any and all applicable taxes on the payment made pursuant to this Section and will
11 indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest
12 arising as a result of the payments.

13 **6.5** Settlement Class Members will not be entitled to any additional benefits including,
14 for example (but without limitation), vacation, holiday pay, pension, or 401(k) plan contributions
15 based on the payment of the Individual Settlement Payments. The Individual Settlement Payments
16 do not represent any modification of previously credited hours of service or other eligibility criteria
17 under any employee pension or employee welfare benefit plan sponsored by Defendant. The
18 Individual Settlement Payments are not "compensation" for purposes of determining eligibility
19 for, or benefit accrual within, an employee pension benefit plan, an employee welfare benefit plan,
20 or other plan sponsored by Defendant or its predecessors, subsidiaries, or successors.

21 **6.6** Based on data from Defendant, it was estimated that the total shifts worked by the
22 Class for the period March 1, 2014 to March 1, 2019 was 286,726 and that the total Gross Earned
23 Wages for that same time period were \$89,230,316.45; if the amount of Gross Earned Wages for
24 this period is determined to be more than ten percent (10%) higher than the amount stated in this
25 paragraph, then, the Maximum Settlement Consideration will be increased on a *pro rata* basis to
26 the extent Gross Earned Wages exceed the ten percent (10%) threshold referenced herein.

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1 **7. ATTORNEYS' FEES AND LITIGATION EXPENSES TO CLASS COUNSEL**

2 Class Counsel will submit an application for an award of Attorneys' Fees not to exceed
3 thirty-five percent (35%) of the Maximum Settlement Consideration (i.e., \$1,260,000). Class
4 Counsel will also submit an application for reimbursement of its actual Litigation Expenses not to
5 exceed Twenty Eight Thousand Dollars (\$28,000). Defendant will not oppose a motion for
6 approval of Attorneys' Fees and Litigation Expenses consistent with this Settlement. The amounts
7 set forth in this Section will constitute complete consideration for all work performed and expenses
8 incurred through the completion of Settlement of the Lawsuit.

9 **8. NOTICE AND OBJECTION/OPT OUT PROCEDURES**

10 **8.1** Within thirty (30) calendar days of the Date of Preliminary Approval, Defendant
11 will provide to the Settlement Administrator all of the following information about each Class
12 Member: (a) full name, (b) Last Known Address, (c) last known telephone number, (d) Social
13 Security number, (e) dates of employment with Defendant in an hourly, non-exempt position, and
14 (f) the Gross Earned Wages (collectively, "Class Information").

15 **8.2** Not later than fifteen (15) calendar days after Defendant provides the Settlement
16 Administrator the Class Information detailed in Section 8.1, the Settlement Administrator will send
17 each Class Member, via First Class U.S. Mail, the Notice. The Settlement Administrator will mail
18 the Notice to the Last Known Address of each Class Member and comply with the procedures
19 specified in Section 8.3 of this Settlement.

20 **8.3** Prior to mailing the Notice to each Class Member, the Settlement Administrator
21 will undertake Reasonable Address Verification Measures to ascertain the current accuracy of the
22 Last Known Address for each Class Member.

23 **8.4** Subject to approval by the Court, Settlement Class Members who wish to object to
24 the Settlement must submit a written objection ("Objection") to the Settlement Administrator. To
25 be complete and timely, the Objection must: (a) state the case name and number of the Lawsuit;
26 (b) state the Settlement Class Member's full name, address, telephone number, and the last four
27 digits of his/her Social Security number; (c) if the Settlement Class Member is represented by
28 counsel, the contact information of said counsel; (d) contain the word "objection" and/or "object"

1 and describe, in clear and concise terms, the Settlement Class Member's objection and the legal
2 and factual arguments supporting the objection; (e) list witness(es) the objector may call to testify
3 at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector
4 intends to offer at the Final Approval Hearing; (g) be signed by the Settlement Class Member or
5 his/her lawful representative; and (h) be mailed to the Settlement Administrator and postmarked
6 no later than the Response Deadline. Settlement Class Members who have properly and timely
7 submitted complete Objections may appear at the Final Approval Hearing, either in person or
8 through a lawyer retained at their own expense.

9 **8.5** Class Members who wish to Opt Out from the Settlement must submit a written
10 request for exclusion from the Settlement (i.e., Request for Exclusion) to the Settlement
11 Administrator. To be complete and timely, the Request for Exclusion must: a) state the case name
12 and number of the Lawsuit; (b) state the Class Member's full name, address, telephone number,
13 and the last four digits of his/her Social Security number; (c) clearly state that the Class Member
14 intends to Opt Out of the Settlement; (d) be signed by the Class Member or his/her lawful
15 representative; and (e) be mailed to the Settlement Administrator and postmarked no later than the
16 Response Deadline. Any Class Member who returns a timely and valid Request for Exclusion will
17 not participate in or be bound by the Settlement and subsequent judgment, and will not receive
18 payment under the Settlement. A Class Member who does not submit a timely and valid Request
19 for Exclusion will automatically be included in the Settlement, will be issued payment of his or
20 her Individual Settlement Payment under the terms of this Settlement, and be bound by all terms
21 and conditions of the Settlement upon the Court's approval of the Settlement, regardless of whether
22 he or she has objected to the Settlement.

23 **8.6** Within five (5) business days after the Response Deadline, the Settlement
24 Administrator will notify the Parties' counsel of the number of Class Members who have objected
25 to or requested to Opt Out of the Settlement.

26 **8.7** Unless the Settlement Administrator receives a Notice returned from the United
27 States Postal Service on or before the Response Deadline, mailing of the Notice will be considered
28 completed. If the Notice is returned by the United States Postal Service to the Settlement

1 Administrator with a forwarding address for the recipient, before the Response Deadline, the
2 Settlement Administrator will re-mail the Notice to that Updated Address within three (3) business
3 days of receipt of the returned Notice. If the Notice is returned by the United States Postal Service
4 to the Settlement Administrator without a forwarding address (i.e., the address is no longer valid
5 and the envelope is marked "Return to Sender"), before the Response Deadline, the Settlement
6 Administrator will promptly conduct a "Skip Trace" search to locate a more current address. If a
7 more current address is found, the Settlement Administrator will promptly re-send the Notice
8 within three (3) business days of receipt of the returned Notice. If no Updated Address is
9 ascertained for a Class Member, the Settlement Administrator will re-send the Notice to the Last
10 Known Address no later than the Response Deadline. For those Class Members who are re-sent
11 the Notice, the Response Deadline will be extended another twenty (20) calendar days beyond the
12 initial Response Deadline. Within five (5) business days following the end of the extended
13 Response Deadline, if any, the Settlement Administrator will provide a final report of the number
14 of Class Members who have objected to, or requested to Opt Out of, the Settlement.

15 **8.8** Before the Effective Date occurs, if five percent (5%) or more of the Class Members
16 Opt Out of this Settlement, then Defendant has, at its sole discretion, the right to withdraw from
17 and void this Settlement and the Parties' previously-executed memorandum of understanding, and
18 the Parties will revert to their positions prior to provisional class certification under the terms of
19 this Settlement. This option to terminate the Settlement must be exercised in writing, sent by
20 overnight delivery, postmarked within ten (10) business days of Defendant or its counsel receiving
21 notice that the number of Opt Outs has exceeded five percent (5%) of the Class, to Class Counsel.
22 If Defendant chooses to withdraw from and void this Settlement pursuant to this Section,
23 Defendant will be solely responsible for all Settlement Administration Costs incurred up to that
24 point.

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9. INDIVIDUAL SETTLEMENT PAYMENTS, ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE PAYMENT

9.1 Under the terms of this Settlement and subject to approval by the Court, each Class Member will be entitled to a share of the Net Settlement Consideration to be calculated in accordance with Section 6.2 of this Settlement, and each Settlement Class Member will be issued payment of his or her Individual Settlement Payment.

9.2 Not later than thirty (30) calendar days following the Effective Date, Defendant will provide the Settlement Administrator with the Maximum Settlement Consideration, which the Settlement Administrator will deposit into an interest-bearing account.

9.3 Not later than forty-five (45) calendar days following the Effective Date, the Settlement Administrator will mail: (a) to each Settlement Class Member, an Individual Settlement Payment check; and (b) to the Class Representative, the Court-approved Service Payment; and (c) to Class Counsel, the Court-approved Attorneys' Fees and Litigation Expenses.

9.4 Any checks issued to Settlement Class Members will remain negotiable for a period of at least one hundred eighty (180) calendar days from the date of mailing. Within five (5) business days following ninety (90) calendar days from the date of the mailing, the Settlement Administrator will mail a reminder postcard to any Settlement Class Member who has not deposited or cashed checks within ninety (90) calendar days from the date of mailing, which will remind the Settlement Class Member of the one hundred eighty (180) calendar day period in which the checks will remain negotiable. If any checks are not cashed, deposited, or otherwise negotiated by the expiration of the one hundred eighty (180) calendar day period after the initial mailing of the check, the Settlement Administrator will cancel all such checks and pay the amount of the Individual Settlement Payments tendered in such checks to the State Controller Unclaimed Property Fund in accordance with California Unclaimed Property Law so that each affected Settlement Class Member will have his or her Individual Settlement Payment available to him or her upon request from the State of California.

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10. RELEASED CLAIMS

10.1 Release by Settlement Class Members

As of the Effective Date, the Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, hereby compromise, release, resolve, relinquish, discharge, and settle any and all claims, causes of action, debts, liabilities, demands, obligations, guarantees or damages that were asserted in the Operative Complaint or which could have been pled based on the factual allegations in the Operative Complaint, against the Released Parties during the Class Period, including but not limited to alleged violations of California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, California Business and Professions Code section 17200, *et seq.*, applicable IWC wage orders and the Fair Labor Standards Act, including nonpayment or under payment of minimum and overtime wages, nonpayment or under payment of premiums for meal or rest period violations, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide accurate and itemized wage statements, failure to reimburse business expenses, unfair or unlawful business practices (including under Business & Professions Code sections 17200 *et seq.*), and related penalties, interest, costs, attorneys' fees, injunctive relief, or declaratory relief (the "Released Claims").

10.2 General Release by Class Representative

In addition to releasing the Released Claims against the Released Parties, the Class Representative agrees that the consideration set forth in this Settlement represents full settlement of all claims that he raised or reasonably could have raised in the Lawsuit against the Released Parties. The Class Representative, on behalf of himself and each of his heirs, representatives, successors, assigns, and attorneys, hereby compromise, release, resolve, relinquish, discharge and settle each and all of the Released Parties from any and all claims they have or may have had against any of them.

The claims the Class Representative is releasing include: (a) claims arising out of Class Representative's employment or any other relationship with Defendant or any of the Released Parties, including his separation from employment with Defendant or any of the Released Parties;

(b) claims which were or could have been alleged in the Lawsuit; (c) claims arising under Defendant's policies, plans, or practices, including promotion, compensation, bonuses, expenses and expense reimbursement or benefits; (d) claims for fraud, breach of express or implied contract or covenant of good faith and fair dealing; (e) claims for harassment, discrimination or violation of public policy; (f) claims for constructive discharge or wrongful discharge; (g) claims for retaliation; (h) claims for violation of state or federal common law or statutory law, including all claims arising under the California Labor Code, the Fair Labor Standards Act, California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Employee Retirement Income Security Act, the National Labor Relations Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Sarbanes-Oxley Act of 2002, or other federal, state, or local laws relating to employment or separation from employment or benefits associated with employment or separation from employment; (i) claims for emotional distress, mental anguish, humiliation, personal injury; and (j) claims that may be asserted on the Class Representative's behalf by others. Excluded from this release are claims which cannot be waived or released as a matter of law, including workers' compensation claims.

The Class Representative specifically acknowledges that he is aware of and familiar with the provisions of California Civil Code section 1542, which provides as follows:

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

The Class Representative, being aware of California Civil Code section 1542, hereby expressly waives and relinquishes all rights and benefits he may have under section 1542 as well as any other statutes or common law principles of a similar effect.

11. MOTION FOR COURT APPROVAL

11.1 Motion for Preliminary Approval

As soon as practicable, Class Counsel will file on behalf of the Class Representative a noticed motion seeking the Court's preliminary approval of this Settlement ("Motion for Preliminary Approval"), together with this Settlement Agreement, a proposed Preliminary

1 Approval Order which will, *inter alia*, set a hearing to determine whether or not the Settlement
2 should be granted final approval (“Final Approval Hearing”), and any other documents consistent
3 with the Settlement and reasonably necessary to obtain the Court’s approval of the Settlement.

4 **11.2 Motion for Final Approval**

5 The Parties will request that the Court set a date for the determination of Class
6 Representative’s motion for final approval of the Settlement (“Motion for Final Approval”), based
7 on the Court’s calendar and the deadlines and procedures provided under this Settlement.

8 **12. COOPERATION**

9 **12.1** The Parties will cooperate fully with one another in seeking the Court’s approval
10 of this Settlement and use their respective best efforts to obtain final approval of the Settlement.
11 The Parties therefore will cooperate in good faith to promptly prepare, execute and finalize all
12 Settlement-related documents, seek all necessary Court approval, and do all other things necessary
13 to obtain final approval of the Settlement.

14 **12.2** The Parties and their counsel consider this Settlement to be fair and reasonable.
15 The Parties and their counsel will not solicit or otherwise encourage Class Members to submit
16 Objections or Requests for Exclusion or encourage Class Members to appeal the Court's Final
17 Approval Order.

18 **13. MISCELLANEOUS PROVISIONS**

19 **13.1** All of the Parties have been represented by counsel throughout all negotiations that
20 preceded the execution of this Settlement.

21 **13.2** This Settlement may not be modified or amended, except in a writing that is signed
22 by the respective counsel of record for the Parties and approved by the Court.

23 **13.3** The Parties and their counsel agree that none of them will issue any press release,
24 social media post, internet or website announcement, or otherwise initiate any contact with the
25 press regarding the existence or terms of this Settlement, unless ordered by the Court.

26 **13.4** This Settlement and the exhibits attached constitute the entire agreement between
27 the Parties concerning the subject matter of the Settlement, and supersede and replace all prior
28 negotiations, understandings, memoranda of understanding and proposed agreements, written and

1 oral, relating to the Settlement. No extrinsic oral or written representations or terms will modify,
2 vary or contradict the terms of the Settlement unless made in writing and signed by duly authorized
3 representatives of all Parties and approved in writing by a final order of the Court. No waiver of
4 any term, provision or condition of this Settlement, whether by conduct or otherwise, in any one
5 or more instances will be deemed to be or construed as a further or continuing waiver, of any such
6 term, provision or condition.

7 **13.5** This Settlement will be subject to, governed by, construed, enforced, and
8 administered in accordance with the laws of the State of California, without giving effect to the
9 principles of conflict of laws, both in its procedural and substantive aspects, and will be subject to
10 the continuing jurisdiction of the Court. This Settlement will be construed as a whole according
11 to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted
12 (or was principally responsible for drafting) this Settlement or any specific term or condition of
13 the Settlement.

14 **13.6** This Settlement is subject to execution by all Parties. However, the Settlement
15 Agreement may be executed in one or more counterparts. All executed counterparts, including
16 facsimile and scanned copies of the signature page, will be deemed to be one document.

17 **13.7** The Settlement will be binding upon and inure to the benefit of the Parties'
18 respective successors, assigns, heirs, spouses, executors, administrators and legal representatives.
19 The Settlement is not designed to and does not create any third-party beneficiaries, either express
20 or implied.

21 **13.8** Plaintiffs represent, covenant and warrant that they have not directly or indirectly
22 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or
23 entity and portion of any liability, claim, demand, cause of action or rights to be released and
24 discharged by way of this Settlement. No Class Member may assign his or her claim to any third
25 party.

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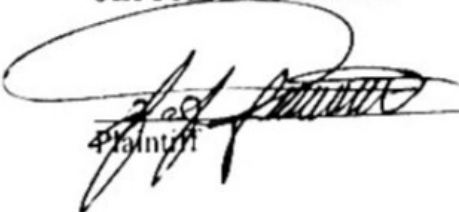
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1 Each individual signing this Settlement warrants that he or she has the authority and is
2 expressly authorized to enter into this Settlement on behalf of the party for which that individual
3 signs.

4 **APPROVED AND ACCEPTED.**

5 **JEFFREY CESARIO**

7 Dated: 3/21/20, 2020

8 
9 Plaintiff

10 **HARTWELL CORPORATION**

12 Dated: _____, 2020

13 Name: _____

14 Title: _____

15 **APPROVED AS TO FORM:**

16 **LAWYERS for JUSTICE, PC**

18 Dated: _____, 2020

19 
Edwin Aiwazian

20 *Attorneys for Plaintiff Jeffrey Cesario and the Class*

21 **BAKER & HOSTETLER LLP**

23 Dated: _____, 2020

24 
Sabrina L. Shadi

25 *Attorneys for Defendant Hartwell Corporation*

Each individual signing this Settlement warrants that he or she has the authority and is expressly authorized to enter into this Settlement on behalf of the party for which that individual signs.

APPROVED AND ACCEPTED.

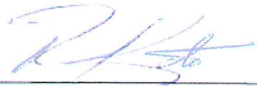
JEFFREY CESARIO

Dated: _____, 2020

Plaintiff

HARTWELL CORPORATION

Dated: JAN 17, 2020


Name: RONALD R KATO
Title: PRESIDENT

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: _____, 2020

Edwin Aiwasian
Attorneys for Plaintiff Jeffrey Cesario and the Class

BAKER & HOSTETLER LLP

Dated: January 17, 2020


Sabrina L. Shadi
Attorneys for Defendant Hartwell Corporation

Each individual signing this Settlement warrants that he or she has the authority and is expressly authorized to enter into this Settlement on behalf of the party for which that individual signs.

APPROVED AND ACCEPTED.

JEFFREY CESARIO

Dated: _____, 2020

Plaintiff

HARTWELL CORPORATION

Dated: _____, 2020

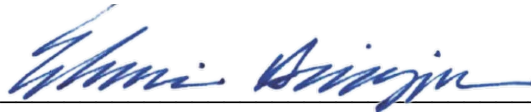
Name:

Title:

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: April 1 _____, 2020



Edwin Aiwanian

Attorneys for Plaintiff Jeffrey Cesario and the Class

BAKER & HOSTETLER LLP

Dated: _____, 2020

Sabrina L. Shadi

Attorneys for Defendant Hartwell Corporation

Exhibit A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jeffrey Cesario v. Hartwell Corporation
Superior Court of California, County of Orange, Case No. 30-2018-00976928-CU-OE-CXC

You have received this Notice because records of Hartwell Corporation (“Defendant”) indicate that you are or were employed by Defendant in the State of California at any time during the period from March 1, 2014 through [Preliminary Approval Date] in an hourly-paid, non-exempt position.

You do not need to take any action to receive payment under the settlement reached in the Action and your legal rights may be affected.

This Notice is designed to advise you of your rights and options, such as how you can object to or request to be excluded from the Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Class Settlement.

By order of the Superior Court of California for the County of Orange (the “Court” or “Orange County Superior Court”), in the case entitled *Jeffrey Cesario v. Hartwell Corporation*, Orange County Superior Court, Case No. 30-2018-00976928-CU-OE-CXC (“Action”), preliminary approval of a class action settlement was granted on [Preliminary Approval Date]. A hearing shall be held on [hearing date] (“Final Approval Hearing”) to determine whether final approval of the settlement should be granted.

YOU ARE NOTIFIED THAT: A settlement has been reached between Plaintiff Jeffrey Cesario (“Plaintiff”) and Defendant (Plaintiff and Defendant are collectively referred to as the “Parties”) in the above-entitled action, which may affect your legal rights.

I. DEFINITIONS

“**Class**” all individuals employed by Defendant within the State of California in an hourly non-exempt position at any time during the Class Period .

“**Class Member**” means a member of the Class.

“**Class Period**” means the period from March 1, 2014 through [Preliminary Approval Date].

II. BACKGROUND OF THE ACTION

On March 1, 2018, Plaintiff commenced the Action by filing the Class Action Complaint for Damages. On [Preliminary Approval Date], Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages; failed to provide compliant meal breaks and associated premiums; failed to provide compliant rest breaks and associated premiums; failed to timely pay wages during employment and at termination and associated penalties including waiting time penalties; failed to provide accurate wage statements; failed to maintain requisite payroll records; failed to reimburse business expenses; and thereby, engaged in unfair business practices in violation of the California Business and Professions Code and conduct giving rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, business expenses, restitution, penalties, interest, attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with the law.

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The Parties participated in a mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on **[Preliminary Approval Date]**. The Court has appointed Phoenix Settlement Administrators as the administrator of the settlement (“Settlement Administrator”). The Court has also preliminarily appointed Plaintiff Jeffrey Cesario as representative of the Class (“Class Representative”) and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203

If you are a Class Member, you need not take any action to receive payment under the Settlement, but you have the opportunity to request exclusion from or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Maximum Settlement Consideration is Three Million Six Hundred Thousand Dollars (\$3,600,000). The portion of the Maximum Settlement Consideration that is available for payment to Class Members who do not submit timely and valid Request for Exclusions seeking exclusion from the Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Consideration.” The Net Settlement Consideration will be the Maximum Settlement Consideration less the following payments which are subject to approval by the Court: (1) Attorney Fee (not to exceed 35% of the Maximum Settlement Consideration, i.e., \$1,260,000 out of \$3,600,000) to Class Counsel; (2) Litigation Expenses for reimbursement of actual litigation costs and expenses in an amount not to exceed Twenty Eight Thousand Dollars (\$28,000) to Class Counsel; (3) Service Payment in the amount of Twelve Thousand Dollars (\$12,000) to Plaintiff; (4) Settlement Administration Costs (which are currently estimated not to exceed \$10,000) to the Settlement Administrator; and (5) the amount of Two Hundred Six Thousand Two Hundred Fifty Dollars (\$206,250) to be paid to the Labor and Workforce Development Agency (“LWDA Payment”) (i.e., 75% of the \$275,000 allocated to penalties pursuant to PAGA).

Each Settlement Class Member will be entitled to receive payment under the Settlement of his or her share of the Net Settlement Consideration (“Individual Settlement Share”) based on the ratio of gross wages earned during the Class Period by that Class Member as a non-exempt employee of Defendant in California (“Gross Earned Wages”) in comparison with the Gross Earned Wages of all Settlement Class Members, multiplied by the Net Settlement Consideration.

Each Individual Settlement Share is considered to be one-fourth (1/4) as wages (to be reported on an IRS Form W2) and three-fourths (3/4) as non-wages (to be reported on an IRS Form 1099, if applicable). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee’s share of payroll taxes with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as the “Individual Settlement Payment”). The employer’s share of payroll taxes with respect to the wages portion of each Individual Settlement Share will be paid by Defendant separately and in addition to the Maximum Settlement Consideration.

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If the Court grants final approval of the settlement, payments will be mailed to the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.**

B. Your Gross Earned Wages Based on Defendant's Records

According to Defendant's records, you are credited with \$[] Gross Earned Wages.

If you wish to dispute the Gross Earned Wages credited to you, you must mail a written statement to the Settlement Administrator ("Dispute") at the following address:

[Settlement Administrator]
[address]

A Dispute must: (a) state the case name and number of the Action (*Cesario, et al. v. Hartwell Corporation, Orange County Case No. 30-2018-00976928-CU-OE-CXC*); (b) state the Class Member's full name, address, telephone number, and last four digits of his/her Social Security number; (c) clearly state the amount of Gross Earned Wages that the Class Member contends should be credit to him/her; (d) be signed by the Class Member or his/her lawful representative; and (e) be mailed to the Settlement Administrator and postmarked no later than [the Response Deadline].

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Gross Earned Wages credited to you.

Under the terms of the Settlement:

- **Your estimated Individual Settlement Share is estimated to be \$[].**

The settlement approval process may take six months or more. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower than estimated. **You must make sure your correct mailing address is on file with the Settlement Administrator to ensure that you receive any payment that you may be entitled to.**

D. Released Claims

"Released Claims" means any and all claims, causes of action, debts, liabilities, demands, obligations, guarantees or damages that were asserted in the Operative Complaint or which could have been pled based on the factual allegations in the Complaint, against the Released Parties during the Class Period, including but not limited to alleged violations of California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, California Business and Professions Code section 17200, *et seq.*, applicable IWC wage orders and the Fair Labor Standards Act, including nonpayment or under payment of minimum and overtime wages, nonpayment or under payment of premiums for meal or rest period violations, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide accurate and itemized wage statements, failure to reimburse business expenses, unfair or unlawful business practices (including under Business & Professions Code sections 17200, *et seq.*), and related penalties, interest, costs, attorneys' fees, injunctive relief, or declaratory relief

"Released Parties" means Defendant and each and all of its present, former and future controlling persons, parent companies, affiliates, subsidiaries, successors-in-interest, benefit plans sponsored by such companies, shareholders, owners, officers, directors, principals, employees, agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions, predecessors, successors, and assigns.

As of the Effective Date, the Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, hereby compromise, release, resolve, relinquish, discharge, and settle the Released Claims.

E. Attorneys' Fees and Litigation Expenses

Class Counsel will seek Attorneys' Fees in an amount not to exceed One Million Two Hundred Sixty Thousand Dollars (\$1,260,000) and Litigation Expenses for reimbursement of actual litigation costs and expenses in an amount not to exceed Twenty Eight Thousand Dollars (\$28,000), subject to approval by the Court. The Attorneys' Fees and Litigation Expenses awarded by the Court will be paid from the Maximum Settlement Consideration. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payment

In consideration for his service in connection with the Action, Plaintiff will seek Service Payment in the amount of Twelve Thousand Dollars (\$12,000), to be paid from the Maximum Settlement Consideration subject to approval by the Court. If awarded, the Service Payment shall be paid to Plaintiff in addition to his Individual Settlement Share under the Settlement.

G. PAGA Payment

As explained above, Two Hundred Seventy Five Thousand Dollars (\$275,000) of the Maximum Settlement Consideration is allocated for penalties pursuant to PAGA ("PAGA Payment"). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Payment (i.e., \$206,250) will be paid to the Labor and Workforce Development Agency and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$68,750) will be distributed on a *pro rata* basis to Settlement Class Members as part of the Net Settlement Consideration.

H. Settlement Administration

Payment to the Settlement Administrator, Phoenix Settlement Administrators, is estimated not to exceed Ten Thousand Dollars (\$10,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of distributing this Notice, processing Requests for Exclusion, Objections, and Disputes, calculating Individual Settlement Shares, calculating and remitting applicable taxes, and distributing payments and tax forms under the settlement. The Settlement Administration Costs will be paid from the Maximum Settlement Consideration, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS UNDER THE SETTLEMENT?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment. If you wish to exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator ("Request for Exclusion"). Unless you elect to exclude yourself from the Settlement by submitting a timely and valid Request for Exclusion, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims described in Section III.D above. You will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and litigation expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement described in this Notice, you may seek exclusion from the Settlement by submitting a written request to the Settlement Administrator ("Request for Exclusion"). **A timely and complete Request for Exclusion must:** (a) state the case name and number of the Action (*Cesario, et al. v. Hartwell Corporation, Orange County Case No. 30-2018-00976928-CU-OE-CXC*); (b) state the Class Member's full name, address, telephone number, and the last four digits of his/her Social Security number; (c) clearly state that the Class Member intends to opt out of the Settlement; (d) be signed by the Class Member or his/her lawful representative; and (e) be mailed to the Settlement

Administrator and postmarked no later than [the Response Deadline].

A Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be a Settlement Class Member and will be bound by the Settlement if the Court grants final approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a timely and valid Request for Exclusion.

If you want to object to the Settlement, you must submit a written objection to the Settlement Administrator (“Objection”). **A complete and timely Objection** must: (a) state the case name and number of the Action (*Cesario, et al. v. Hartwell Corporation, Orange County Case No. 30-2018-00976928-CU-OE-CXC*); (b) state the Settlement Class Member’s full name, address, telephone number, and the last four digits of his/her Social Security number; (c) if the Settlement Class Member is represented by counsel, the contact information of said counsel; (d) contain the word “objection” and/or “object” and describe, in clear and concise terms, the Settlement Class Member’s objection and the legal and factual arguments supporting the objection; (e) list witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (g) be signed by the Settlement Class Member or his/her lawful representative; and (h) be mailed to the Settlement Administrator and postmarked no later than [the Response Deadline].

If you submit an Objection, you can hire an attorney at your own expense to represent you in your objection, however, this is not necessary as the Court will hear your objection at the Final Approval Hearing whether or not you have hired an attorney. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, if the Settlement is finally approved by the Court.**

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Orange County Superior Court, in Department CX102 of the Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California 92701, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for Attorneys’ Fees, Litigation Expenses, Service Payment, and Settlement Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may view the Settlement Agreement and documents filed in the Action online at <http://www.occourts.org/online-services/case-access/> (online access may be subject to a fee).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [INSERT].

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.