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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

EDITH GUTIERREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DELTRONIC CORPORATION, a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 30-2020-01139890-CU-OE-CXC

*[Assigned for all purposes to the Hon.
Glenda Sanders, Dept. CX101]*

**PLAINTIFF'S SUPPLEMENTAL BRIEF
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 23, 2021
Time: 1:30 p.m.
Dept.: CX101

Complaint Filed: February 26, 2020
Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Edith Gutierrez (“Plaintiff”) hereby submits the following supplemental brief in
3 support of Plaintiff’s motion for preliminary approval of class action settlement (“Motion”), in
4 response to the Court’s May 14, 2021 tentative ruling continuing the hearing on Plaintiff’s Motion
5 (the “Tentative Ruling”). After reviewing the Court’s Tentative Ruling, Plaintiff and Defendant
6 Deltronic Corporation (“Defendant” or “Deltronic”) (collectively, the “Parties”) met and
7 conferred regarding the issues raised and address each item as follows (the Court’s questions and
8 comments from the Tentative Ruling are reproduced in bold and the Parties’ response follows:

- 9 1. **The Stipulation of Settlement needs to include a separate definition for the**
10 **PAGA Aggrieved Employees so that the payments to Class Members and to**
11 **PAGA Aggrieved Employees can be calculated separately.**

12 The Parties have included a separate definition for the PAGA Aggrieved Employees in
13 Paragraph 1 of the revised Stipulation of Settlement. Attached hereto as **Exhibit A** is a true and
14 correct copy of the fully executed Stipulation of Settlement. Attached hereto as **Exhibit B** is a
15 redlined copy of the revisions to the Stipulation of Settlement Agreement.

- 16 2. **When calculating individual payments, the class “wage statement” amount and**
17 **PAGA amount pertaining to that issue should not be combined. If anyone opts**
18 **out of the class settlement, that individual is still entitled to a PAGA payment.**
19 **How would the PAGA portion be calculated?**

20 The Parties have included a separate release for the PAGA Claim in Paragraph 2.B. of the
21 revised Stipulation of Settlement. Pursuant to Paragraph 4.B.1. of the revised Stipulation of
22 Settlement, attached as Exhibit A, the \$12,500 set aside as the “PAGA Amount” will be paid to
23 all PAGA Aggrieved Employees, regardless if they opt out, based on their proportional number
24 of pay periods worked for Defendant in California during the PAGA period.

- 25 3. **Does the average recovery amount set forth in Par. 20 of the Schmidt declaration**
26 **include PAGA payments? That amount should not be included. What are the**
27 **highest and lowest expected individual recoveries for class members?**

1 Yes, it did. After removing the PAGA allocation from the total, the highest estimated
2 individual recovery is \$5,986.78 (if the individual worked for the entire Class Period) and the
3 estimated lowest payment is \$23.57 (if the individual only worked a single workweek during the
4 Class Period). The average Settlement Class member payment is estimated to be \$4,358.97.

5 **4. The Stipulation of Settlement needs to include a separate release for the PAGA**
6 **claims and must indicate that individuals cannot opt out of PAGA portion of the**
7 **settlement.**

8 The Parties have included a separate release for the PAGA Claim in Paragraph 2.B. of the
9 revised Stipulation of Settlement. The release specifically states “It is understood and
10 acknowledged that PAGA Aggrieved Employees receiving a share of the PAGA Amount as set
11 forth in Paragraph 4.B.1. will be issued a check for their share of the PAGA Amount and will not
12 have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph.”

13 **5. The Notice needs to be revised in accordance with the revisions to the Stipulation**
14 **of Settlement to provide for separate treatment of the PAGA aggrieved**
15 **employees. For example, the PAGA Payment section on p.3 of the Notice states**
16 **that \$12,500 of the PAGA penalty amount will be payable to he Settlement Class**
17 **as part of the Net Settlement Amount. The PAGA amount for aggrieved**
18 **employees must be treated separately from the net settlement amount to the class**
19 **members. The same issue arises in the Calculation of Settlement Class**
20 **Members’ Settlement Awards subsection (i).**

21 The Parties have revised the Notice to reflect that the PAGA Payment will be paid *in*
22 *addition to* the Net Settlement Amount. For instance, on p.3 the section entitled “PAGA Payment
23 to the State of California” has been revised to inform employees that the \$12,500 payable as the
24 PAGA Amount “will be payable in addition to the Net Settlement Amount.” Additionally, the
25 section entitled “Calculation of Settlement Class Members’ Settlement Award.” has been revised
26 to remove reference to the PAGA Amount and a new section entitled “Payment from PAGA
27 Amount.” has been added. Attached hereto as **Exhibit C** is a clean copy of the revised Notice
28 Packet. Attached hereto as **Exhibit D** is a redlined version of the Notice Packet.

- 1 6. *The exclusion form must explain that class members who opt out will still be*
2 *entitled to their PAGA payment, if any, and that individuals cannot opt out of*
3 *the PAGA settlement.*

4 The Parties have revised the Request for Exclusion Form to include the following
5 language in bold: “**PLEASE NOTE THAT EMPLOYEES MAY NOT EXCLUDE**
6 **THEMSELVES FROM THEIR SHARE OF PAGA CIVIL PENALTIES.**”

- 7 7. *Page 5 of the Notice incorrectly indicates that the Settlement Agreement may be*
8 *inspected in the San Bernardino Courthouse. This must be corrected. Also, an*
9 *URL to a website maintained by the claims administrator or plaintiffs’ counsel,*
10 *plus a link to the court’s website must be included in this section as set forth in*
11 *Department CX101’s Guideline, located on its tentative ruling site.*

12 The Parties have revised the Notice to state that the Settlement Agreement may be
13 inspected in the Orange County Courthouse. The Parties have also revised the Notice to include
14 a URL to the Court’s website and a place for the administrator to insert a URL to a website
15 maintained by the claims administrator for class members to review the Settlement Agreement
16 and the operative First Amended Complaint.

- 17 8. *The case number at the top of the Notice, in the first section of the body of the*
18 *Notice, and on p.4 in the “Objecting to the Settlement” section is incorrect. This*
19 *must be corrected.*

20 The case number has been fixed in those three places to remove the 3 that was
21 inadvertently added.

- 22 9. *The Stipulation of Settlement should provide that the settlement administrator*
23 *will conduct a skip trace not only on returned mail, but also on returned checks.*
24 *Guideline 6.*

25 The Parties have revised Paragraph 4.B.E. of the Stipulation of Settlement to include the
26 following language: “Any Individual Settlement Payments returned to the Settlement
27 Administrator as non-delivered on or before the 180 day deadline shall be re-mailed to the
28 forwarding address affixed thereto. If no forwarding address is provided, the Settlement

1 Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an
2 updated mailing address within 5 business days of receiving the returned Individual Settlement
3 Payment.”

4 **10. Counsel must expressly address whether there is a fee splitting arrangement in**
5 **this case.**

6 There is a Co-Counsel agreement in this case with a fee split of 80% to Haines Law Group
7 and 20% to Law Offices of Joseph E. Richards. This was consented to in writing by Plaintiff at
8 the time of counsel’s retention.

9 **11. The Proposed Order needs to be updated to refer to the current version of the**
10 **Stipulation of Settlement and Notice. And the “implementation schedule”**
11 **contained in Par. 15 of the Proposed Order also needs to be updated.**

12 Plaintiff has filed a Proposed Order concurrently with this supplemental briefing which
13 refers to the current version of the Stipulation of Settlement and Notice. The Proposed Order also
14 includes an updated “implementation schedule.”

15
16 Dated: March 18, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

17
18 By:



Fletcher W. Schmidt
Attorneys for Plaintiff

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Edith Gutierrez (“Plaintiff” or “Class Representative”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Deltronic Corporation (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Alexandra R. McIntosh of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Mandeep S. Rupal and Alexander Richter of Law Office of Mandeep S. Rupal.

On April 1, 2020, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court titled *Edith Gutierrez v. Deltronic Corporation*, Case No. 30-2020-011398390-CU-OE-CXC. On June 8, 2020, Plaintiff filed the operative First Amended Complaint (the “Action”). The Action alleges that Defendant: (i) failed to provide all meal periods; (ii) failed to authorize and permit rest periods; (iii) failed to issue accurate, itemized wage statements; (iv) failed to pay all final wages at termination; (v) engaged in unfair unlawful business practices; and (vi) is liable for civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) (“PAGA”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class and PAGA Aggrieved Employees Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who performed work for Defendant in California from April 1, 2016 to February 15, 2021 (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “PAGA Aggrieved Employees” shall be defined as:

All current and former non-exempt employees who performed work for Defendant in California from April 3, 2019 to February 15, 2021 (the “PAGA Period”).

2. **Release by Settlement Class Members, PAGA Aggrieved Employees, and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will release and discharge Defendant, as follows:

A. Release by Settlement Class Members. All Settlement Class members who do not opt-out will release and discharge Defendant from any and all claims that were pled

in the Action, or which could have been pled in the Action based on the factual allegations in the Action, with the exception of the PAGA Claims addressed separately in Paragraph 2.B. below, that arose during the Class Period (“Released Claims”). This release shall run from April 1, 2016 to February 15, 2021.

- B. Released PAGA Claims. Plaintiff and all PAGA Aggrieved Employees will release and discharge Defendant from any and all claims under the PAGA premised on the facts and/or allegations in Plaintiff’s letter to the LWDA dated April 3, 2020 that arose during the PAGA Period (the “PAGA Release”). It is understood and acknowledged that PAGA Aggrieved Employees receiving a share of the PAGA Amount as set forth in Paragraph 4.B.1. will be issued a check for their share of the PAGA Amount and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon Plaintiff and all PAGA Aggrieved Employees upon Court approval and payment of the PAGA Amount as set forth in Paragraph 4.B.1. Further, the PAGA Aggrieved Employees are bound by the PAGA Release regardless of whether they cash their PAGA check.
- C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has agreed to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers’ compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement shall become effective upon entry of an Order granting Court approval to the settlement (the “Effective Date”).

- 3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Maximum Settlement Amount” of \$900,000.00 in full and complete settlement of the Action, as follows:
 - A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.

- B. Defendant will fund the Maximum Settlement Amount within 30 calendar days after the Court signs an order granting final approval of the Settlement.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$10,000.00;
 - (3) Up to \$5,000.00 for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
 - (4) Up to one-third (33.33%) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$300,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$25,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
 - (5) \$50,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$37,500.00, will be payable to the California Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$12,500.00, will be payable to the Settlement Class members as the "PAGA Amount," as described below.
- D. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- E. **Escalator Clause.** Defendant represents that there are an estimated 21,636 total aggregate workweeks worked by the Settlement Class members during the Class Period. If the number of workweeks, as reported to the Settlement Administrator, following the Effective Date is more than 10% greater than 21,636 (i.e., if there are 23,800 or more workweeks worked during the Class Period), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of workweeks, Defendant shall increase the Maximum Settlement Amount by 12%).
- F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include Employer Payroll Taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”
- B. Payments from the Net Settlement Amount. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:
 - i. Wage Statement: 10% of the Net Settlement Amount shall be designated as the “Wage Statement/PAGA Amount.” Each participating Settlement Class member who was employed by Defendant at any time between April 1, 2019 to the end of the Class Period, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
 - ii. Waiting Time Amount: 5% of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time after April 1, 2017.
 - iii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- B.1. Payments from the PAGA Amount. In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$12,500) has been set aside as the “PAGA Amount”, as mentioned above. The PAGA Amount shall be paid to all PAGA Aggrieved Employees (regardless whether they opt out) who worked for Defendant at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendant in California during the PAGA Period. Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s number of pay periods worked during the PAGA

Period, and the denominator of which is the total pay periods worked by all Settlement Class members during the PAGA Period.

- C. Within 10 business days following Defendant's deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each participating Settlement Class member's Individual Settlement Payment, and will prepare and mail Individual Settlement Payments to the participating Settlement Class members, less applicable taxes and withholdings.
- D. Each Individual Settlement Payment shall be allocated as 20% wages and 80% penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). The Settlement Administrator shall be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment.
- E. Defendant shall fully discharge its obligations to the Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any check that is not cashed within 180 days of mailing to a Settlement Class member shall be made payable to Kind, Inc., which is a 501(c)(3) organization dedicated to promoting the well-being of children. Any Individual Settlement Payments returned to the Settlement Administrator as non-delivered on or before the 180 day deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 5 business days of receiving the returned Individual Settlement Payment. The Parties agree to avoid any potential interest obligation under California Civil Procedure sections 382-384, *et seq.*
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 1/3 of the Maximum Settlement Amount, which is currently estimated to be \$300,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and

any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the fee award approved by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of \$5,000.00 for Plaintiff's time in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$10,000.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the various payments from Defendant comprising the Maximum Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Alexandra McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Edith Gutierrez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Individual Settlement Payment), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 10 business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, dates of

employment, and workweek data for the Settlement Administrator to use to determine the number of workweeks worked by each Settlement Class member during the Class Period.

- B. Within 10 business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within 5 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will still be deemed

valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendant: Mandeep Singh Rupal of Law Office of Mandeep S. Rupal
4740 Green River Rd, Suite 207, Corona, CA 92878
mrupal@rupallaw.com
cc: alex@rupallaw.com; kiersten@rupallaw.com

14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Construction.** The Parties hereto agree that the terms and conditions of this Stipulation are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Stipulation is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Stipulation. If any of the dates in the Stipulation fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Confidentiality.** Plaintiffs, Defendant and Class Counsel will keep the settlement confidential through preliminary approval and will not make any public disclosures of the settlement, except as required to obtain preliminary approval from the Court. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restrictions against any public disclosure of the settlement until after the settlement is preliminarily approved by the Court. Thereafter, the Parties will agree not to have any communications with the media, make any comments to the media or otherwise publicize the terms of the settlement. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any media comment on the settlement and its terms.

18. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Class Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Stipulation and will work together to make any nonmaterial modifications of the Settlement requested by the Court to obtain approval of the Parties' Proposed Settlement.

19. **Defendants' Option to Terminate Settlement.** In the event that more than 5% of the Class Members submit elections to opt-out of the Settlement, Defendant will have the right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the litigation. Should the threshold for opt-outs be exceeded, the Settlement Administrator shall notify lead counsel for all parties via email immediately.

20. **Either Party's Option to Terminate the Settlement.** Subject to the obligation(s) of mutual full cooperation, either Party may terminate this Settlement if the Court: (1) enters an order denying Preliminary Approval with prejudice (without the possibility of submitting a new Motion for Preliminary Approval) and/or addressing any concerns raised by the Court; (2) enters an order denying Final Approval with prejudice; or (3) declines to enter the final judgment in substantially the same form submitted by the Parties. At all times relevant hereto, the Parties will use their best efforts to finalize the settlement, and to use any other efforts that may become necessary by the order of the court, the LWDA, or otherwise, to effectuate the settlement. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than 10 business days after receiving notice that one of the enumerated events has occurred. In the event the Settlement is terminated, Defendants shall have no obligation to make any payments to any party, class member or attorney, except that the terminating Party shall pay the Claims Administrator for services rendered up to the date the Claims Administrator is notified that the settlement has been terminated.

DATED:

DEFENDANT DELTRONIC CORPORATION

By: _____
Name: _____
Title: _____

DATED: Jul 9, 2021

PLAINTIFF EDITH GUTIERREZ

By: Edith Gutierrez
EDITH GUTIERREZ (Jul 9, 2021 13:22 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

LAW OFFICE OF MANDEEP S. RUPAL

By: _____
Mandeep Singh Rupal
Attorneys for Defendant

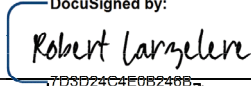
DATED: July 9, 2021

HAINES LAW GROUP, APC

By: Fletcher W. Schmidt
Fletcher W. Schmidt
Attorneys for Plaintiff

DATED: July 9, 2021

DEFENDANT DELTRONIC CORPORATION

By: 
Name: Robert Larzelere
Title: President

DATED:

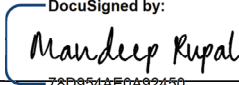
PLAINTIFF EDITH GUTIERREZ

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: July 9, 2021

LAW OFFICE OF MANDEEP S. RUPAL

By: 
Mandeep Singh Rupal
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff

EXHIBIT B

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Edith Gutierrez ("Plaintiff" or "Class Representative"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Deltronic Corporation ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Alexandra R. McIntosh of Haines Law Group, APC (collectively, "Class Counsel"). Defendant is represented by Mandeep S. Rupal and ~~Christian H. Na~~Alex Richter of Law Office of Mandeep S. Rupal.

On April 1, 2020, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court titled *Edith Gutierrez v. Deltronic Corporation*, Case No. 30-2020-011398390-CU-OE-CXC. On June 8, 2020, Plaintiff filed the operative First Amended Complaint (the "Action"). The Action alleges that Defendant: (i) failed to provide all meal periods; (ii) failed to authorize and permit rest periods; (iii) failed to issue accurate, itemized wage statements; (iv) failed to pay all final wages at termination; (v) engaged in unfair unlawful business practices; and (vi) is liable for civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) ("PAGA").

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class and PAGA Aggrieved Employees Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who performed work for Defendant in California from April 1, 2016 to February 15, 2021 (the "Class Period").

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the "PAGA Aggrieved Employees" shall be defined as:

All current and former non-exempt employees who performed work for Defendant in California from April 3, 2019 to February 15, 2021 (the "PAGA Period").

2. **Release by Settlement Class Members, PAGA Aggrieved Employees, and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will release and discharge Defendant, as follows:

A. Release by Settlement Class Members. All Settlement Class members who do not opt-out will release and discharge Defendant from any and all claims that were pled

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in the Action, or which could have been pled in the Action based on the factual allegations in the Action, with the exception of the PAGA Claims addressed separately in Paragraph 2.B. below, that arose during the Class Period (“Released Claims”). This release shall run from April 1, 2016 to February 15, 2021.

A.B. Released PAGA Claims. Plaintiff and all PAGA Aggrieved Employees will release and discharge Defendant from any and all claims under the PAGA premised on the facts and/or allegations in Plaintiff’s letter to the LWDA dated April 3, 2020 that arose during the PAGA Period (the “PAGA Release”). It is understood and acknowledged that PAGA Aggrieved Employees receiving a share of the PAGA Amount as set forth in Paragraph 4.B.1. will be issued a check for their share of the PAGA Amount and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph. The PAGA Release is binding upon Plaintiff and all PAGA Aggrieved Employees upon Court approval and payment of the PAGA Amount as set forth in Paragraph 4.B.1. Further, the PAGA Aggrieved Employees are bound by the PAGA Release regardless of whether they cash their PAGA check.

B.C. In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has agreed to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers’ compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement shall become effective upon entry of an Order granting Court approval to the settlement (the “Effective Date”).

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary “Maximum Settlement Amount” of \$900,000.00 in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement.

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- B. Defendant will fund the Maximum Settlement Amount within 30 calendar days after the Court signs an order granting final approval of the Settlement.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$10,000.00;
 - (3) Up to \$5,000.00 for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
 - (4) Up to one-third (33.33%) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$300,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$25,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
 - (5) \$50,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$37,500.00, will be payable to the California Labor & Workforce Development Agency ("LWDA"), and the remaining 25%, or \$12,500.00, will be payable to the Settlement Class members as the "PAGA Amount," as described below.
- D. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- E. **Escalator Clause.** Defendant represents that there are an estimated 21,636 total aggregate workweeks worked by the Settlement Class members during the Class Period. If the number of workweeks, as reported to the Settlement Administrator, following the Effective Date is more than 10% greater than 21,636 (i.e., if there are 23,800 or more workweeks worked during the Class Period), Defendant shall increase the Maximum Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of workweeks, Defendant shall increase the Maximum Settlement Amount by 12%).
- F. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include Employer Payroll Taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”

B. Payments from the Net Settlement Amount. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:

i. Wage Statement/PAGA Amount: 10% of the Net Settlement Amount ~~plus the \$12,500.00 payable to the Settlement Class members as the PAGA Amount~~ shall be designated as the “Wage Statement/PAGA Amount.” Each participating Settlement Class member who was employed by Defendant at any time between April 1, 2019 to the end of the Class Period, shall receive a portion of the Wage Statement/PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.

ii. Waiting Time Amount: 5% of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time after April 1, 2017.

iii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.

iii. B.1. Payments from the PAGA Amount. In addition to the NSA, 25% of the amount set aside as PAGA civil penalties (i.e., \$12,500) has been set aside as the “PAGA Amount”, as mentioned above. The PAGA Amount shall be paid to all PAGA Aggrieved Employees (regardless whether they opt out) who worked for Defendant at any time during the PAGA Period, based on their proportional number of pay periods worked for Defendant in California during the PAGA Period. Specifically, each Settlement Class member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator

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of which is the Settlement Class member's number of pay periods worked during the PAGA Period, and the denominator of which is the total pay periods worked by all Settlement Class members during the PAGA Period.

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- C. Within 10 business days following Defendant's deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each participating Settlement Class member's Individual Settlement Payment, and will prepare and mail Individual Settlement Payments to the participating Settlement Class members, less applicable taxes and withholdings.
- D. Each Individual Settlement Payment shall be allocated as 20% wages and 80% penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). The Settlement Administrator shall be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment.
- E. Defendant shall fully discharge its obligations to the Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any check that is not cashed within 180 days of mailing to a Settlement Class member shall be made payable to Kind, Inc., which is a 501(c)(3) organization dedicated to promoting the well-being of children. Any Individual Settlement Payments returned to the Settlement Administrator as non-delivered on or before the 180 day deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 5 business days of receiving the returned Individual Settlement Payment. The Parties agree to avoid any potential interest obligation under California Civil Procedure sections 382-384, *et seq.*
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to 1/3 of the Maximum Settlement Amount, which is currently estimated to be \$300,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$25,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with

obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the fee award approved by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for Class Representative Enhancement Payment of \$5,000.00 for Plaintiff's time in prosecuting this case and Plaintiff's service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$10,000.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the various payments from Defendant comprising the Maximum Settlement Amount, sending Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for settlement purposes only;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, and Alexandra McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Edith Gutierrez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Individual Settlement Payment), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within 10 business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names,

last known addresses, phone numbers, social security numbers, dates of employment, and workweek data for the Settlement Administrator to use to determine the number of workweeks worked by each Settlement Class member during the Class Period.

- B. Within 10 business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within 5 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone

number and/or last four digits of the Social Security number will still be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class, or encourage any Settlement Class member to appeal from the final judgment.

E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. Any Settlement Class member who wishes to appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.

G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Fletcher W. Schmidt of Haines Law Group, APC 2155 Campus Drive, Suite 180, El Segundo, CA 90245 fschmidt@haineslawgroup.com
if to Defendant:	Mandeep Singh Rupal of Law Office of Mandeep S. Rupal 4740 Green River Rd, Suite 207, Corona, CA 92878 mrupal@rupallaw.com cc: alex@rupallaw.com ; christian@rupallaw.com ; kiersten@rupallaw.com

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14. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

15. **Construction.** The Parties hereto agree that the terms and conditions of this Stipulation are the result of lengthy, intensive, arms-length non-collusive negotiations between the Parties and that this Stipulation is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Stipulation. If any of the dates

in the Stipulation fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Confidentiality.** Plaintiffs, Defendant and Class Counsel will keep the settlement confidential through preliminary approval and will not make any public disclosures of the settlement, except as required to obtain preliminary approval from the Court. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restrictions against any public disclosure of the settlement until after the settlement is preliminarily approved by the Court. Thereafter, the Parties will agree not to have any communications with the media, make any comments to the media or otherwise publicize the terms of the settlement. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any media comment on the settlement and its terms.

18. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Class Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, Class Counsel, with the cooperation of Defendant and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Stipulation and will work together to make any nonmaterial modifications of the Settlement requested by the Court to obtain approval of the Parties' Proposed Settlement.

19. **Defendants' Option to Terminate Settlement.** In the event that more than 5% of the Class Members submit elections to opt-out of the Settlement, Defendant will have the right to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the litigation. Should the threshold for opt-outs be exceeded, the Settlement Administrator shall notify lead counsel for all parties via email immediately.

20. **Either Party's Option to Terminate the Settlement.** Subject to the obligation(s) of mutual full cooperation, either Party may terminate this Settlement if the Court: (1) enters an order denying Preliminary Approval with prejudice (without the possibility of submitting a new Motion for Preliminary Approval) and/or addressing any concerns raised by the Court; (2) enters an order denying Final Approval with prejudice; or (3) declines to enter the final judgment in substantially the same form submitted by the Parties. At all times relevant hereto, the Parties will use their best efforts to finalize the settlement, and to use any other efforts that may become necessary by the order of the court, the LWDA, or otherwise, to effectuate the settlement. The terminating Party shall give to the other Party (through its counsel) written notice of its decision to terminate no later than 10 business days after receiving notice that one of the enumerated events has occurred. In the event the Settlement is terminated, Defendants shall have no obligation to make any payments to any party, class member or attorney, except that the terminating Party shall pay the Claims

Administrator for services rendered up to the date the Claims Administrator is notified that the settlement has been terminated.

DATED: DEFENDANT DELTRONIC CORPORATION

By: _____
Name: _____
Title: _____

DATED: PLAINTIFF EDITH GUTIERREZ

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: LAW OFFICE OF MANDEEP S. RUPAL

By: _____
Mandeep Singh Rupal
Attorneys for Defendant

DATED: HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiff

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

EDITH GUTIERREZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

DELTRONIC CORPORATION, a California Limited
Liability Company; and DOES 1 through 100,

Defendants.

Case No. 30-2020-01139890-CU-0E-CXC

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who performed work for Defendant Deltronic Corporation (“Deltronic”) in California between April 1, 2016 to February 15, 2021 (the “Class Period”). Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Edith Gutierrez v. Deltronic Corporation*, Orange County Superior Court, Case No. 30-2020-01139890-CU-CXC (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Deltronic’s records show that you were employed by Deltronic as a non-exempt employee in California between April 1, 2016 and February 15, 2021 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Edith Gutierrez (“Plaintiff”) brought this lawsuit against Deltronic, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleges that Deltronic: (1) failed to provide all lawful meal periods; (2) failed to authorize and permit all lawful rest periods; (3) failed to maintain accurate records and issue accurate, itemized wage statements; (4) failed to timely pay all final wages at separation; (5) engaged in unfair unlawful business practices; and (6) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Deltronic denies that it has done anything wrong. Deltronic denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Deltronic, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in Deltronic’s best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Deltronic provided

relevant information to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Deltronic, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Deltronic, your decision about whether to participate in the Settlement will not affect your employment. California law and Deltronic's policy strictly prohibit unlawful retaliation. Deltronic will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class Members:	Attorneys for Deltronic:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Alexandra R. McIntosh (SBN 320904) amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	LAW OFFICES OF MANDEEP S. RUPAL Mandeep Singh Rupal (SBN 279664) mrupal@rupallaw.com Alex Richter (SBN 333767) alex@ruallaw.com 4740 Green River Road, Suite 207 Corona, CA 92880 Tel: (951) 460-0830 Fax: (951) 963-9920

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees who worked for Deltronic in California during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Deltronic, as described below in the “Release” section.

Deltronic agreed to pay \$900,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys’ fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Payment. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Fund (which is currently estimated to be \$300,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through

Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$50,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$37,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$12,500.00) will be payable to the Settlement Class in addition to Net Settlement Amount.

Calculation of Settlement Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) Wage Statement: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement." Each participating Settlement Class Member who was employed by Deltronic at any time between April 1, 2019 to February 15, 2021 shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
- (ii) Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class Member who separated their employment from Deltronic at any time between April 1, 2017 and February 15, 2021.
- (iii) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

Payment from PAGA Amount: In addition to the Net Settlement Amount, \$12,500.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount" as described above, and will be allocated to all Settlement Class members who worked for Deltronic in California at any time from April 3, 2019 February 15, 2021 (the "PAGA Period"), in proportion to the number of pay periods that each Settlement Class member worked for Deltronic in California during that time period.

Settlement Awards to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to Settlement Class Members who did not submit a valid and timely Request for Exclusion. Each participating Settlement Class Member who receives a Settlement Award must cash that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class Members whose checks are not cashed within 180 calendar days after mailing will be distributed by the Settlement Administrator to Kind, Inc., a 501(c)(3) charitable organization dedicated to promoting the well-being of children.

Allocation and Taxes. For tax purposes, each Settlement Award will be allocated as 80% penalties and interest issued pursuant to an IRS Form 1099; and 20% as wages issued pursuant to an IRS Form W-2. Settlement Class Members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Deltronic and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, each Settlement Class Member who does not opt-out will release and discharge Defendant from any and all claims that were pled in the Action, or which could have been pled in the Action based on the factual allegations in the Action, that arose during the Class Period. In addition, all Settlement Class

members (whether or not they opt out) who worked for Deltronic in California at any point during the PAGA Period shall release any right or claim pursuant to the PAGA arising during the PAGA Period under the California Labor Code or Wage Orders based on the alleged failures to (1) provide all lawful meal periods; (2) authorize and permit all lawful rest periods; (3) maintain accurate records and issue accurate, itemized wage statements; and (4) timely pay all final wages at separation (“PAGA Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Settlement Award which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks that you worked during the relevant time periods and whether your employment separated during the relevant time period. The information contained in Deltronic’s records regarding this information, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Class Settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in the Class Settlement, and shall receive no benefits from the Class Settlement. However, to the extent you are eligible to receive a portion of the PAGA Payment, you will still receive that amount whether or not you submit a Request for Exclusion. This is because, if the Court approves the PAGA Settlement, there is no right to be excluded from the PAGA Release that is part of this Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Class Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. All objections or other correspondence must state the name and number of the case, which is *Edith Gutierrez v. Deltronic Corporation*, Orange County Superior Court, Case No. 30-2020-01139890.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX101 of the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX101 of the Orange County Superior Court, located at 751 W Santa Ana Blvd., Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the Orange County Courthouse, located at 751 W Santa Ana Blvd., Santa Ana, California 92701, during regular business hours or on the Court's website listed below. You may also contact Class Counsel using the contact information listed above for more information.

Web Address: <https://ocapps.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>
Case Number: 01139890
Year Filed: 2020

You may also view the Settlement Agreement and First Amended Complaint at <<ADMINISTRATOR TO INSERT URL>>.

PLEASE DO NOT CALL OR WRITE THE COURT, DELTRONIC, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>.

NOTICE OF SETTLEMENT AWARD

EDITH GUTIERREZ v. DELTRONIC CORPORATION
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2020-01139890-CU-OE-CXC

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Deltronic's records:

- (a) You worked _____ workweeks from April 1, 2016 and February 15, 2021 (the Class Period);
- (b) You worked _____ workweeks from April 1, 2019 and February 15, 2021 (the Wage Statement);
- (c) You worked _____ pay periods from April 3, 2019 and February 15, 2021 (the PAGA Period); and
- (d) Your employment with Deltronic <<DID/DID NOT>> end between April 1, 2017 and February 15, 2021 (the Waiting Time Period).

Based on the above, your Settlement Award is estimated to be \$_____.

(IV) If you disagree with items (a) - (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Deltronic's records, those records will control unless you are able to provide documentation that establishes that Deltronic's records are mistaken. If there is a dispute about whether Deltronic's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____ Date: _____

REQUEST FOR EXCLUSION FORM

Edith Gutierrez v. Deltronic Corporation
Orange County Superior Court
Case No. 30-2020-01139890-CU-OE-CXC

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE**, **SIGN** AND **MAIL** THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE]**, ADDRESSED AS FOLLOWS:

PHOENIX SETTLEMENT ADMINISTRATORS
EDITH GUTIERREZ V. DELTRONIC CORPORATION
SETTLEMENT ADMINISTRATOR

ADDRESS
ADDRESS
PHONE
FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT. PLEASE NOTE THAT EMPLOYEES MAY NOT EXCLUDE THEMSELVES FROM THEIR SHARE OF PAGA CIVIL PENALTIES.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Edith Gutierrez v. Deltronic Corporation*, Orange County Superior Court Case No. 30-2020-01139890-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *EDITH GUTIERREZ V. DELTRONIC CORPORATION* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Name

Telephone Number

Address

Date

Signature

Last Four Digits of Social Security Number: ____ _

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

EDITH GUTIERREZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

DELTRONIC CORPORATION, a California Limited
Liability Company; and DOES 1 through 100,

Defendants.

Case No. 30-2020-011398390-CU-0E-CXC

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who performed work for Defendant Deltronic Corporation (“Deltronic”) in California between April 1, 2016 to February 15, 2021 (the “Class Period”). Collectively, these employees will be referred to as “Settlement Class Members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Edith Gutierrez v. Deltronic Corporation*, Orange County Superior Court, Case No. 30-2020-011398390-CU-CXC (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Deltronic’s records show that you were employed by Deltronic as a non-exempt employee in California between April 1, 2016 and February 15, 2021 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Edith Gutierrez (“Plaintiff”) brought this lawsuit against Deltronic, asserting claims on behalf of all Settlement Class Members. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleges that Deltronic: (1) failed to provide all lawful meal periods; (2) failed to authorize and permit all lawful rest periods; (3) failed to maintain accurate records and issue accurate, itemized wage statements; (4) failed to timely pay all final wages at separation; (5) engaged in unfair unlawful business practices; and (6) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Deltronic denies that it has done anything wrong. Deltronic denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Deltronic, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in Deltronic’s best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Deltronic provided

relevant information to Class Counsel, the Settlement was reached after mediation and arms'-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Deltronic, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Deltronic, your decision about whether to participate in the Settlement will not affect your employment. California law and Deltronic's policy strictly prohibit unlawful retaliation. Deltronic will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class Members:	Attorneys for Deltronic:
HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Alexandra R. McIntosh (SBN 320904) amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	LAW OFFICES OF MANDEEP S. RUPAL Mandeep Singh Rupal (SBN 279664) mrupal@rupallaw.com Alex Richter (SBN 333767) alex@ruallaw.com Christian H. Na (SBN 283758) ehristian@rupallaw.com 4740 Green River Road, Suite 207 Corona, CA 92880 Tel: (951) 460-0830 Fax: (951) 963-9920

What are the terms of the Settlement?

On **<<PRELIM APPROVAL DATE>>**, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt employees who worked for Deltronic in California during the Class Period. Settlement Class Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Deltronic, as described below in the “Release” section.

Deltronic agreed to pay \$900,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, attorneys’ fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative Enhancement Payment. The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Fund (which is currently estimated to be \$300,000.00) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through

Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$5,000.00 to Plaintiff as a Class Representative Enhancement Payment. This is meant to compensate Plaintiff for his service and extra work provided on behalf of the Settlement Class Members.

PAGA Payment to the State of California. The parties have agreed to allocate \$50,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$37,500.00) will be payable to the LWDA for its share of PAGA penalties, and the remaining 25% (\$12,500.00) will be payable to the Settlement Class ~~as part of the~~ in addition to Net Settlement Amount.

Calculation of Settlement Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the ~~Maximum Gross~~ Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) Wage Statement/PAGA Amount: Ten percent (10%) of the Net Settlement Amount ~~plus the \$12,500.00 payable to the Settlement Class Members as PAGA civil penalties~~ shall be designated as the "Wage Statement/PAGA Amount." Each participating Settlement Class Member who was employed by Deltronic at any time between April 1, 2019 to February 15, 2021 shall receive a portion of the Wage Statement/PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period.
- (ii) Waiting Time Amount: Five percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class Member who separated their employment from Deltronic at any time between April 1, 2017 and February 15, 2021.
- (iii) The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class Member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

Payment from PAGA Amount: ~~In addition to the Net Settlement Amount, \$12,500.00 of the Maximum Settlement Amount has been designated as the "PAGA Amount" as described above, and will be allocated to all Settlement Class members who worked for Deltronic in California at any time from April 3, 2019 February 15, 2021 (the "PAGA Period"), in proportion to the number of pay periods that each Settlement Class member worked for Deltronic in California during that time period.~~

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Allocation and Taxes. For tax purposes, each Settlement Award will be allocated as 80% penalties and interest issued pursuant to an IRS Form 1099; and 20% as wages issued pursuant to an IRS Form W-2. Settlement Class Members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Deltronic and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

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Release. If the Court approves the Settlement, each Settlement Class Member who does not opt-out will release and discharge Defendant from any and all claims that were pled in the Action, or which could have been pled in the Action based on the factual allegations in the Action, that arose during the Class Period. In addition, all Settlement Class members (whether or not they opt out) who worked for Deltronic in California at any point during the PAGA Period shall release any right or claim pursuant to the PAGA arising during the PAGA Period under the California Labor Code or Wage Orders based on the alleged failures to (1) provide all lawful meal periods; (2) authorize and permit all lawful rest periods; (3) maintain accurate records and issue accurate, itemized wage statements; and (4) timely pay all final wages at separation ("PAGA Released Claims").

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Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Settlement Award which has been calculated for you based on the formula set forth above, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

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The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Class Settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Class Settlement, and shall receive no benefits from the Class Settlement. However, to the extent you are eligible to receive a portion of the PAGA Payment, you will still receive that amount whether or not you submit a Request for Exclusion. This is because, if the Court approves the PAGA Settlement, there is no right to be excluded from the PAGA Release that is part of this Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Class Settlement.

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Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. All objections or other correspondence must state

the name and number of the case, which is *Edith Gutierrez v. Deltronic Corporation*, Orange County Superior Court, Case No. 30-2020-011398390.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX101 of the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing, if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX101 of the Orange County Superior Court, located at 751 W Santa Ana Blvd., Santa Ana, California 92701. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Clerk's Office at the San Bernardino Orange County Courthouse, located at 751 W Santa Ana Blvd., Santa Ana, California 92701, during regular business hours or on the Court's website listed below. You may also contact Class Counsel using the contact information listed above for more information.

Web Address: <https://ocapps.occourts.org/civilwebShoppingNS/Search.do#searchAnchor>
Case Number: 01139890
Year Filed: 2020

You may also view the Settlement Agreement and First Amended Complaint at <<ADMINISTRATOR TO INSERT URL>>.

PLEASE DO NOT CALL OR WRITE THE COURT, DELTRONIC, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>.

NOTICE OF SETTLEMENT AWARD

EDITH GUTIERREZ v. DELTRONIC CORPORATION
ORANGE COUNTY SUPERIOR COURT, CASE NO. 30-2020-01139890-CU-OE-CXC

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Deltronic's records:

(a) You worked _____ workweeks from April 1, 2016 and February 15, 2021 (the Class Period);

~~(b)~~ You worked _____ workweeks from April 1, 2019 and February 15, 2021 (the Wage Statement/PAGA Period);

~~(b)~~(c) You worked _____ pay periods from April 3, 2019 and February 15, 2021 (the PAGA Period); and

~~(e)~~(d) Your employment with Deltronic **<<DID/DID NOT>>** end between April 1, 2017 and February 15, 2021 (the Waiting Time Period).

Based on the above, your Settlement Award is estimated to be \$ _____.

(IV) If you disagree with items (a) - ~~(de)~~ in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

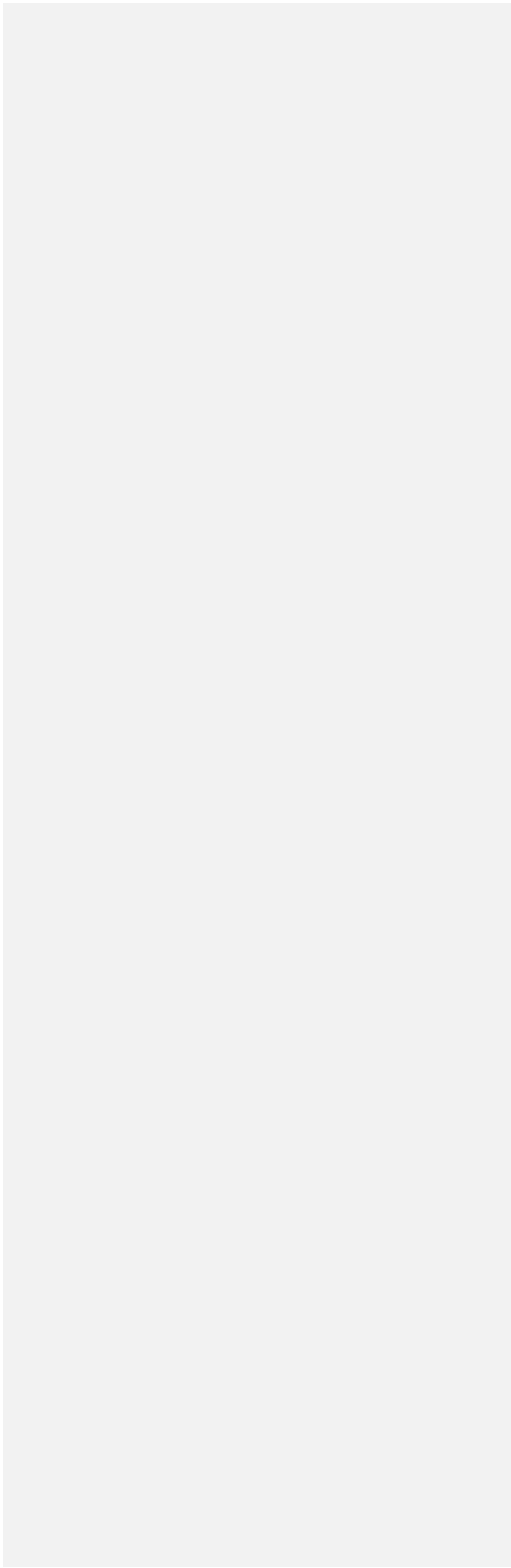
If you dispute the above information from Deltronic's records, those records will control unless you are able to provide documentation that establishes that Deltronic's records are mistaken. If there is a dispute about whether Deltronic's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN **<<RESPONSE DEADLINE>>.**

|

Signature: _____

Date: _____



REQUEST FOR EXCLUSION FORM

Edith Gutierrez v. Deltronic Corporation
Orange County Superior Court
Case No. 30-2020-01139890-CU-OE-CXC

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE**, **SIGN** AND **MAIL** THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE]**, ADDRESSED AS FOLLOWS:

PHOENIX SETTLEMENT ADMINISTRATORS
EDITH GUTIERREZ V. DELTRONIC CORPORATION
SETTLEMENT ADMINISTRATOR

ADDRESS
ADDRESS
PHONE
FAX

DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT. **PLEASE NOTE THAT EMPLOYEES MAY NOT EXCLUDE THEMSELVES FROM THEIR SHARE OF PAGA CIVIL PENALTIES.**

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By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Edith Gutierrez v. Deltronic Corporation*, Orange County Superior Court Case No. 30-2020-01139890-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *EDITH GUTIERREZ V. DELTRONIC CORPORATION* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF **THE CLASS CLAIMS IN** THIS LAWSUIT.

Name Telephone Number

Address

Date Signature

Last Four Digits of Social Security Number: ____ _

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