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CTC GLOBAL CORPORATION

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

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

Plaintiff,

vs.

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

Defendant.

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

Plaintiff,

vs.

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

Defendant.

Lead Case No. 30-2020-01138945-CU-OE-
CJC
Consolidated Case No. 30-2020-01149795

*[Assigned for all Purposes to the Hon.
William D. Claster, Dept. CX104]*

**AMENDED STIPULATION OF CLASS
ACTION SETTLEMENT AND
SETTLEMENT AGREEMENT**

1 **AMENDED STIPULATION OF CLASS ACTION SETTLEMENT AND SETTLEMENT**
2 **AGREEMENT**

3 Subject to its terms and conditions and the approval of the Court, this Amended Stipulation of
4 Class Action Settlement and Settlement Agreement (the “Settlement” or “Stipulation”) is made and
5 entered into by and between Plaintiffs Roberto Hernandez (“Hernandez”) and Adrienne Johnson
6 (“Johnson”), individually, and on behalf of the putative class (together, “Plaintiffs”), and Defendant
7 CTC Global Corporation (“CTC Global” or “Defendant”). Plaintiffs and Defendant are collectively
8 referred to in this Settlement as the “Parties.”

9 **I. DEFINITIONS**

10 1. In addition to terms defined elsewhere in the Settlement, as used in this
11 Settlement the following terms have the meanings indicated below:

12 a. “Action” means the civil action initiated on March 13, 2020, in Orange
13 County Superior Court styled as *Roberto Hernandez v. CTC Global Inc.*, Case No. 30-2020-01138945-
14 CV-OE-CJC, which was consolidated on March 16, 2021 with the civil action initiated on July 20,
15 2020, in Orange County Superior Court styled as *Adrienne Johnson v. CTC Global, Inc.*, Case No. 30-
16 2020-01149795.

17 b. “Aggrieved Employees” means all current and former non-exempt
18 employees of Defendant in California at any time during the PAGA Period.

19 There are approximately 446 Aggrieved Employees.

20 c. “Class Member” shall refer to any current or former employee of
21 Defendant who falls within the definition of the Class. Subject to Court approval, the Class shall
22 consist of all current and former non-exempt employees of Defendant that worked in California at any
23 time between July 20, 2016 and October 15, 2021.

24 Each person in the class is a “Class Member,” and all such persons are referred to as the
25 “Class.”

26 There are approximately 489 Class Members who have worked approximately 41,816
27 workweeks from July 20, 2016 to July 1, 2021.

28 d. “Class Counsel” shall refer to Carney R. Shegerian, Anthony Nguyen,

1 and Cheryl A. Kenner of Shegerian & Associates, Inc. and Matthew J. Matern, Launa Adolph, and
2 Deanna S. Leifer of Matern Law Group, PC.

3 e. “Class Notice” means the Notice which the Settlement Administrator
4 will mail to each Class Member, in English, Spanish, and Vietnamese, explaining the terms of the
5 Settlement contemplated by this Stipulation, in a format that is mutually acceptable to the Parties. The
6 Class Notice shall set forth the total number of Compensable Workweeks and the estimated Gross
7 Individual Settlement Payment for each Class Member. The Class Notice, Request for Exclusion
8 form, and Dispute form are collectively referred to as the “Notice Materials.” The English form of
9 the Class Notice is attached hereto as **Exhibit A**.

10 f. “Class Representative Payment” means the Court-approved service
11 payments to the Class Representatives for their services as Class Representatives and for their
12 execution of a general release of claims known and unknown.

13 g. “Compensable Workweeks” means the total number of calendar days,
14 inclusive of the first and last day, during which a Class Member worked for Defendant in California
15 as a non-exempt employee during the Class Period and/or PAGA Period, divided by seven (7) and
16 rounded to the nearest whole number.

17 h. “Counsel for Defendant” or “Defense Counsel” means Holly R. Lake,
18 Steve L. Hernández, and Ryan M. Estes of DLA PIPER LLP (US).

19 i. “Class Period” means the time period from July 20, 2016 through
20 October 15, 2021.

21 j. “Defendant” means CTC Global Corporation.

22 k. “Dispute” means the form that shall be sent to each Class Member and
23 that a Class Member can return to the Settlement Administrator to dispute the number of Compensable
24 Workweeks listed in the Class Member’s Class Notice, substantially in the form attached hereto as
25 **Exhibit C**.

26 l. “Final Approval Hearing” means the hearing contemplated by the
27 Parties, at which the Court will approve, in final, the Settlement and make such other final rulings as
28 are contemplated by this Stipulation.

1 m. “Final Approval Order” means the Court’s order granting final approval
2 of the Settlement, which will constitute a “judgment” within the meaning of Code of Civil Procedure
3 section 577. The form of Final Approval Order to be submitted is attached hereto as **Exhibit E**.

4 n. “Final Effective Date” shall be the first date after all of the following
5 events or conditions have been met or have occurred:

- 6 (1) the Court has, by entry of a Preliminary Approval Order:
 - 7 (a) Approved the certification of the Class for settlement
8 purposes;
 - 9 (b) Preliminarily approved the Settlement set forth in this
10 Stipulation and the method of providing the Court-approved
11 Class Notice to the Class;
- 12 (2) The Court has entered a Final Approval Order approving this
13 Settlement and the Court has entered the Final Judgment as provided in Paragraph 1.n. below;
- 14 (3) No valid rescission of the Settlement has occurred;
- 15 (4) The time to appeal the Final Approval Order has expired and no
16 notice of appeal has been filed; and
- 17 (5) In the event that an appeal is filed, the latest of the following, if
18 applicable, has occurred:
 - 19 (a) Any appeal of the Final Approval Order has been finally
20 dismissed;
 - 21 (b) The Final Approval Order has been affirmed on appeal
22 in a form substantially identical to the form of the Final
23 Approval Order entered by the Court;
 - 24 (c) The time to petition for review with respect to any
25 appellate decision affirming the Final Approval Order has
26 expired; or
 - 27 (d) If a petition for review of an appellate decision is filed,
28 the petition has been denied or dismissed, or, if granted, has

1 resulted in affirmance of the Final Approval Order in a form
2 substantially identical to the form of the Final Approval Order
3 entered by the Court.

4 o. “Final Judgment” means the judgment entered by the Court in
5 conjunction with the Final Approval Order. The Parties shall submit an order of Final Judgment
6 setting forth the terms of this Settlement, by incorporation or otherwise, for execution and entry by the
7 Court at the time of the Final Approval Hearing or at such other time as the Court deems appropriate.
8 The form of Final Judgment to be submitted is attached hereto as **Exhibit E**.

9 p. “Gross Individual Settlement Payment” means the gross amount of the
10 Net Settlement Amount each Participating Class Member and Aggrieved Employee will be paid. The
11 sum of these Gross Individual Settlement Payments to individual Participating Class Members and
12 Aggrieved Employees shall constitute the “Class Settlement Payment.” The allocation of payment
13 and tax treatment of Gross Individual Settlement Payments shall be 25% wages, 25% interest, and
14 50% penalties and expense reimbursement.

15 In consideration for the release of claims, Defendant shall pay, or cause to be paid, the total
16 sum of up to Seven Hundred Fifty Thousand Dollars (\$750,000.00), for payment of all Gross
17 Individual Settlement Payments to Participating Class Members and Aggrieved Employees, settlement
18 administration fees, attorneys’ fees, attorneys’ expenses, a payment to the Labor Workforce
19 Development Agency (the “LWDA”) for penalties under the California Labor Code Private Attorneys
20 General Act of 2004 (“PAGA”) (“the PAGA Payment”), and the Class Representative Payments to
21 Plaintiffs (the “Gross Settlement Amount”). The Gross Settlement Amount shall exclude the
22 “Employer’s Share of Payroll Taxes,” which means Defendant’s portion of payroll taxes, including,
23 but not limited to FICA and FUTA, on the portion of the Gross Individual Settlement Payments that
24 constitutes wages.

25 q. “Net Settlement Amount” is the net amount available for payment of
26 Gross Individual Settlement Payments to Participating Class Members, after deducting the above-
27 referenced attorneys’ fees and costs, Class Representative Payments, settlement administration fees,
28 and the PAGA Payment from the Gross Settlement Amount.

1 Class Members who do not affirmatively opt-out of the settlement will receive a pro-rata share
2 of the Net Settlement Amount based on their Compensable Workweeks during the Class Period. All
3 checks not cashed within one hundred eighty (180) days of payment, plus any accrued interest in the
4 Settlement Administrator's qualified settlement fund that has not otherwise been distributed, will be
5 tendered to the California State Controller's Office Unclaimed Property Division in the name of the
6 Participating Class Member.

7 r. "PAGA Payment" means the net amount of Fifteen Thousand Dollars
8 (\$15,000.00), of which seventy five percent (75%), or Eleven Thousand Two Hundred Fifty Dollars
9 (\$11,250.00), shall be remitted to the LWDA for the resolution of all Aggrieved Employees' claims
10 under the PAGA, and the remaining twenty five percent (25%), or Three Thousand Seven Hundred
11 Fifty Dollars (\$3,750.00) shall be part of the Net Settlement Amount and distributed to the Aggrieved
12 Employees.

13 s. "PAGA Period" means the time period from January 7, 2019 to October
14 15, 2021.

15 t. "Participating Class Members" means those members of the Class who
16 do not submit a valid, timely request for exclusion from the Settlement.

17 u. "Preliminary Approval Order" means the order of the Court granting
18 preliminary approval of this Settlement on the terms provided herein or as the same may be modified
19 by subsequent mutual agreement of the Parties with, as appropriate, approval of the Court. The form
20 of Preliminary Approval Order to be submitted is attached hereto as **Exhibit D**.

21 v. "Request for Exclusion" means the form that shall be sent to each Class
22 Member and that a Class Member can return to the Settlement Administrator to opt out of, or exclude
23 oneself from, the Settlement, substantially in the form attached hereto as **Exhibit B**.

24 w. "Response Deadline" means the date sixty (60) days after the Settlement
25 Administrator mails the Notice Materials to Class Members and the last date on which Class Members
26 may submit a request for exclusion, notice of objection, or dispute regarding the number of
27 Compensable Workweeks stated in their respective Class Notice.

28 x. "Settlement Administrator" means an administrator mutually agreed to

1 by the Parties and approved by the Court that will perform the customary duties of a settlement
2 administrator including, but not limited to, the duties enumerated in this Stipulation.

3 **II. BACKGROUND AND REASONS FOR SETTLEMENT**

4 2. On January 8, 2020, Hernandez sent by certified mail a letter to the LWDA
5 notifying the agency of his allegations that Defendant violated the California Labor Code, including
6 alleged: (1) failure to provide proper meal breaks in violation of Labor Code section 226.7; (2) failure
7 to provide proper rest breaks in violation of Labor Code section 226.7; (3) failure to provide pay
8 minimum wages in violation of Labor Code sections 510, 1194, 1194.2, and 1194.7; (4) failure to
9 provide pay overtime wages in violation of Labor Code sections 510 and 1194; (5) failure to provide
10 lawful wage statements in violation of Labor Code section 226; (6) failure to pay all earned wages and
11 compensation upon termination in violation of Labor Code sections 201, 202 and 203; (7) unfair
12 business practices in violation of California Business and Professions Code section 17200; and (8)
13 civil penalties pursuant to PAGA. On March 13, 2020, Hernandez filed a complaint in the Superior
14 Court of the State of California, County of Orange, entitled *Roberto Hernandez v. CTC Global Inc.*,
15 Case No. 30-2020-01138945-CV-OE-CJC, on behalf of himself and other non-exempt employees who
16 worked for Defendant in California, alleging a singular claim for PAGA violations for the
17 aforementioned California Labor Code violations. The complaint seeks lost wages, interest, penalties,
18 injunctive relief, attorneys' fees and expenses.

19 3. On May 4, 2020, Johnson sent by certified mail a letter to the LWDA notifying
20 the agency of her allegations that Defendant violated the California Labor Code, including the
21 following claims: (1) failure to provide proper meal breaks in violation of Labor Code section 226.7;
22 (2) failure to provide proper rest breaks in violation of Labor Code section 226.7; (3) failure to provide
23 pay minimum wages in violation of Labor Code sections 510, 1194, 1194.2, and 1194.7; (4) failure to
24 provide pay overtime wages in violation of Labor Code sections 510 and 1194; (5) failure to pay all
25 earned wages and compensation upon termination in violation of Labor Code sections 201, 202 and
26 203; (6) failure to provide lawful wage statements in violation of Labor Code section 226; (7) failure
27 to maintain required records in violation of Labor Code sections 226 and 1174; (8) failure to indemnify
28 employees for necessary expenditures incurred in discharge of duties in violation of Labor Code

1 section 2802; (9) unfair business practices in violation of California Business and Professions Code
2 section 17200; and (10) civil penalties pursuant to PAGA.

3 4. On July 20, 2020, Johnson filed a complaint in the Superior Court of the State
4 of California, County of Orange, entitled *Adrienne Johnson v. CTC Global, Inc.*, Case No. 30-2020-
5 01149795, on behalf of herself and other non-exempt employees who worked for Defendant in
6 California, alleging the ten causes of actions outlined in her notice to the LWDA. The complaint seeks
7 unpaid wages, interest, penalties, injunctive relief, attorneys' fees, and expenses.

8 5. On December 16, 2020, Hernandez filed a First Amended Complaint in the
9 Superior Court of the State of California, County of Orange entitled *Roberto Hernandez v. CTC Global*
10 *Inc.*, Case No. 30-2020-01138945-CV-OE-CJC, on behalf of himself and other non-exempt employees
11 who worked for Defendant in California alleging claims for: (1) failure to provide proper meal breaks
12 in violation of Labor Code section 226.7; (2) failure to provide proper rest breaks in violation of Labor
13 Code section 226.7; (3) failure to provide pay minimum wages in violation of Labor Code sections
14 510, 1194, 1194.2, and 1194.7; (4) failure to provide pay overtime wages in violation of Labor Code
15 sections 510 and 1194; (5) failure to provide lawful wage statements in violation of Labor Code section
16 226; (6) failure to pay all earned wages and compensation upon termination in violation of Labor Code
17 sections 201, 202 and 203; (7) unfair business practices in violation of California Business and
18 Professions Code section 17200; and (8) civil penalties pursuant to PAGA.

19 6. On March 16, 2021, Plaintiffs filed a Consolidated Class Action and PAGA
20 Representative Complaint in the Superior Court of the State of California, County of Orange entitled
21 *Roberto Hernandez v. CTC Global Inc.*, Case No. 30-2020-01138945-CV-OE-CJC, on behalf of
22 themselves and other non-exempt employees who worked for Defendant in California alleging the
23 following claims: (1) failure to provide proper meal breaks in violation of Labor Code section 226.7;
24 (2) failure to provide proper rest breaks in violation of Labor Code section 226.7; (3) failure to provide
25 pay minimum wages in violation of Labor Code sections 510, 1194, 1194.2, and 1194.7; (4) failure to
26 provide pay overtime wages in violation of Labor Code sections 510 and 1194; (5) failure to pay all
27 earned wages and compensation upon termination in violation of Labor Code sections 201, 202 and
28 203; (6) failure to provide lawful wage statements in violation of Labor Code section 226; (7) failure

1 to maintain required records in violation of Labor Code sections 226 and 1174; (8) failure to indemnify
2 employees for necessary expenditures incurred in discharge of duties in violation of Labor Code
3 section 2802; (9) unfair business practices in violation of California Business and Professions Code
4 section 17200; and (10) civil penalties pursuant to PAGA.

5 7. Defendant denies all of the allegations in Plaintiffs' complaints and maintains
6 that the Court should not certify the class or representative action proposed by Plaintiffs, other than
7 for the sole purpose of this Settlement, as set forth in its Answer to Plaintiffs' operative Consolidated
8 Class Action and PAGA Representative Complaint, filed on April 2, 2021.

9 8. The Parties agreed to attempt to resolve the matters through mediation and
10 agreed to engage in informal discovery leading up to that mediation. To facilitate mediation in this
11 case, Defendant provided data on the number of paystubs issued, the number of Class Members, a
12 representative sampling of the time and payroll records for the Class Members, Defendant's wage and
13 hour policies, and other relevant class data.

14 9. Using the data analysis, the Parties engaged in mediation under the guidance of
15 an experienced wage and hour neutral, Jeff Krivis, Esq., on July 15, 2021. At the end of the mediation,
16 Mr. Krivis made a mediator's proposal outlining the material terms of a proposed class action
17 settlement that would fully resolve the Action. On July 22, 2021, the Parties accepted the mediator's
18 proposal, subject to the Parties entering into a long-form settlement agreement.

19 10. Class Counsel represent that they have conducted a thorough investigation into
20 the facts of this case and have diligently pursued an investigation of the Class Members' claims against
21 Defendant, including: (1) reviewing relevant policy documents; (2) researching the applicable law and
22 the potential defenses; and (3) reviewing relevant data, including time records and pay data for the
23 Class Members, which Class Counsel used to prepare a detailed damage analysis prior to mediation.
24 Based on their own independent investigation and evaluation, Class Counsel are of the opinion that
25 the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
26 known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant,
27 and potential appellate issues. Without admitting any liability, Defendant agrees that the Settlement
28 is fair, reasonable, and adequate.

1 11. It is the mutual desire of the Parties to fully, finally, and forever settle,
2 compromise, and discharge all disputes and claims raised in or related in any way to the Action. Thus,
3 the entry of the Final Approval Order in this Action shall dismiss with prejudice all claims which were
4 or which could have been alleged in Plaintiffs' complaints. The Parties agree to cooperate and take
5 all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to
6 effectuate its terms, and to dismiss these claims with prejudice.

7 12. The Court must approve the Settlement. The Parties will cooperate in good
8 faith and utilize best efforts to obtain approval, including in the preparation of all paperwork necessary
9 to obtain approval. Absent Court approval, there is no settlement.

10 13. Class Counsel intend to apply to the Court for an award of attorneys' fees, plus
11 expenses and costs incurred. Defendant will not object to a claim for attorneys' fees of up to thirty
12 three and one-third percent (33 1/3%) of the Gross Settlement Amount, which is Two Hundred Fifty
13 Thousand Dollars (\$250,000.00), actual costs as documented in Class Counsel's billing statements,
14 and service awards to Plaintiffs of up to Ten Thousand Dollars (\$10,000.00) each. If the Court believes
15 the attorneys' fees, costs, or service awards should be reduced, the other terms of the Settlement will
16 remain in effect and any such reduction will not affect the remaining terms, other than adjusting the
17 Net Settlement Amount. A reduction to the attorneys' fees, costs, or service awards is not a ground
18 for rescission.

19 14. Class Members who do not affirmatively opt-out of the Settlement will receive
20 a pro-rata share of the Net Settlement Amount based on their Compensable Workweeks.

21 15. If more than ten percent (10%) of the Class Members opt out of the settlement,
22 Defendant may rescind the Settlement. Defendant shall provide notice of its intent to rescind the
23 Settlement to Class Counsel and the Court within seven (7) days after the Settlement Administrator
24 notifies the Parties of the number of valid requests for exclusion it has received. Defendant shall be
25 responsible for paying any settlement administration fees incurred as of the date that Defendant
26 exercises its option to rescind the Settlement.

27 16. The Parties and their counsel shall issue no public statements and shall make
28 no comments to media or press with respect to the Action or the Settlement at any time (including but

1 not limited to press releases), except as required by law. In addition, the Parties and their counsel shall
2 not make, publish, circulate or cause to be made, published or circulated any statements that represent
3 or suggest any wrongdoing by Defendant, or that this Settlement or any order by the Court regarding
4 the Settlement represents or implies any wrongdoing by, or any admission of liability by, Defendant,
5 or a finding by the Court of liability or wrongdoing.

6 **III. NO ADMISSION**

7 17. Nothing contained in this Stipulation nor the Settlement contemplated in the
8 Stipulation shall be construed or deemed an admission of liability, culpability, negligence, or
9 wrongdoing on the part of Defendant and Defendant denies liability therefor. While Defendant
10 believes that this Action meets the prerequisites for certification of a settlement class, the fact that
11 Defendant seeks approval of this Settlement in the form of a class action shall not be construed as an
12 admission that the underlying action was properly brought as a class action or a representative action
13 under California Business and Professions Code section 17200 or California Labor Code section 2699
14 for purposes other than settlement. Each of the Parties has entered into this Settlement with the
15 intention to avoid further disputes and litigation with the attendant inconvenience and expenses.
16 Settlement of the Action, the negotiation and execution of this Stipulation, and all acts performed or
17 documents executed pursuant to or in furtherance of this Stipulation or the Settlement: (1) are not,
18 shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or
19 liability on the part of Defendant; (2) are not, shall not be deemed to be, and may not be used as, an
20 admission or evidence of any fault or omission on the part of Defendant in any civil, criminal,
21 administrative or arbitral proceeding in any court, administrative agency or other tribunal; and (3) are
22 not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness
23 of these or similar claims for class certification or administration other than for purposes of
24 administering this Stipulation. This Stipulation is a settlement document and shall be inadmissible in
25 evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms
26 of the Stipulation.

1 **IV. CERTIFICATION OF A CODE OF CIVIL PROCEDURE SECTION 382 CLASS**

2 18. For Settlement purposes only, the Parties stipulate to conditional certification of the
3 Class, an opt-out class under California Code of Civil Procedure 382, that is defined as follows:

4 The “Class” shall consist of all current and former non-exempt employees of CTC Global who
5 worked in California at any time between July 20, 2016 and October 15, 2021 (“Class Period”).
6 Each person in the Class is a “Class Member,” and all such persons are referred to as the
7 “Class.”

8 19. The Parties stipulate that Plaintiffs Roberto Hernandez and Adrienne Johnson
9 shall be appointed as the Class Representatives for the Class.

10 20. The Parties stipulate that Carney Shegerian, Anthony Nguyen, and Cheryl A.
11 Kenner of Shegerian & Associates, Inc. and Matthew J. Matern, Launa Adolph, and Deanna S. Leifer
12 of Matern Law Group, PC shall be appointed Class Counsel for the Class.

13 21. The stipulations to certify the Class are completely contingent upon final
14 approval of this Stipulation by the Court and are made for settlement purposes only. If the Settlement
15 is not approved by the Court, is overturned on appeal, or does not become final for any other reason,
16 the Parties agree that the certification of the Class is void *ab initio* and that, if necessary, they shall
17 stipulate to decertification of the Class without prejudice to the propriety of class certification being
18 adjudicated on the merits.

19 **V. TERMS OF THE SETTLEMENT**

20 **A. Gross Settlement Amount**

21 22. In consideration for the release of claims, Defendant shall pay, or cause to be
22 paid, the total sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00), as described below, for
23 payment of all Gross Individual Settlement Payments to Participating Class Members, settlement
24 administration costs, attorneys’ fees, attorney expenses, the PAGA Payment, and the Class
25 Representative Payments to Plaintiffs (the “Gross Settlement Amount”).

26 23. The following will be deducted from the Gross Settlement Amount: (a)
27 attorneys’ fees and recoverable costs; (b) settlement administration fees; (c) the PAGA Payment; and
28 (d) the Class Representative Payments.

1 24. The “Net Settlement Amount” will equal the net amount available for payment
2 to the Participating Class Members (after deducting the above-referenced fees and costs from the Gross
3 Settlement Amount).

4 25. This is a non-reversionary settlement and none of the Gross Settlement Amount
5 will revert to Defendant.

6 26. This Settlement does not establish a fund for the payment of claims except as
7 expressly provided for herein. The Gross Settlement Amount shall remain in the possession, custody,
8 and control of Defendant until the settlement amounts are distributed as set forth herein. The Gross
9 Settlement Amount shall not be segregated but shall remain in Defendant’s general funds until
10 distributed or shall be provided to the Settlement Administrator for distribution sufficiently in advance
11 for the Settlement Administrator to meet its obligations under the Settlement.

12 27. In the event that this Stipulation is canceled, rescinded, terminated, voided, or
13 nullified, however that may occur, or the Settlement of the Action is barred by operation of law, is
14 invalidated, is not approved or otherwise is ordered not to be carried out by the Court or any court of
15 competent jurisdiction, Defendant will cease to have any obligation to pay or provide any portion of
16 the Gross Settlement Amount to anyone under the terms of this Settlement.

17 **B. Attorneys’ Fees and Costs**

18 28. The Action alleges a potential claim for attorneys’ fees and costs pursuant to,
19 inter alia, the California Labor Code. The Parties agree that any and all such claims for attorneys’ fees
20 and costs have been settled in this Stipulation subject only to approval by the Court.

21 29. Defendant understands that Class Counsel will apply to the Court for an award
22 of attorneys’ fees and costs, which will be scheduled for determination at the Final Approval Hearing
23 described below. Class Counsel intend to apply to the Court for a fee award, plus expenses and costs
24 incurred. Defendant will not object to a claim for attorneys’ fees of up to thirty three and one-third
25 percent (33 1/3%) of the Gross Settlement Amount, which is Two Hundred Fifty Thousand Dollars
26 (\$250,000.00), and costs not to exceed Twenty Five Thousand Dollars (\$25,000.00), as documented
27 in Class Counsel’s billing statements.
28

1 30. The fee award shall be paid exclusively from the Gross Settlement Amount, and
2 will compensate Class Counsel for all of the work already performed in the Action and all work
3 remaining to be performed in documenting the Settlement, securing Court approval of the Settlement,
4 administering the Settlement, ensuring that the Settlement is fairly administered and implemented,
5 finalizing the disposition of the Action in its entirety via the agreed-upon Judgment, and defending
6 against any appeals, as well as all associated expenses. The litigation costs and expenses shall be those
7 costs and expenses incurred by Plaintiffs as set forth on Class Counsel's billing statements, including
8 but not limited to mediation fees, expert and consultant fees, filing fees, attorney service charges,
9 online research charges, travel expenses (including mileage, parking, meals, hotels and flights),
10 copying expenses, deposition expenses, *Belaire-West* class notice expenses (if not covered by the
11 settlement administrator bid), courier fees, postage, and delivery charges. Neither Plaintiffs, Class
12 Counsel, nor any other Class Member shall seek payment of attorneys' fees or reimbursement of costs
13 or expenses from Defendant except as expressly set forth in this Stipulation.

14 31. The substance of Class Counsel's application for attorneys' fees and costs is
15 not a material part of this Stipulation and is to be considered separately from the consideration of the
16 fairness, reasonableness, adequacy, and good faith of the settlement of the Action. However, all claims
17 for attorneys' fees and costs or expenses that the Class may possess against Defendant have been
18 compromised and resolved in this Stipulation. Any proceedings related to Class Counsel's application
19 for attorneys' fees and costs shall not terminate or cancel this Stipulation. If Class Counsel appeal an
20 adverse ruling of the Court regarding their fee and cost application, the ruling of the appellate court
21 (regardless of its substance) shall not constitute a material alteration of a term of this Stipulation. Class
22 Counsel waives and releases any claim for fees and costs in excess of that which are allowed by the
23 Court or on appellate review of the Court's fees and costs decision or otherwise. The amount, if any,
24 by which the finally approved fees and costs are less than the maximum amount which can be sought
25 pursuant to this Stipulation shall be a part of the Net Settlement Amount available to Participating
26 Class Members.

27 32. No later than fifteen (15) calendar days after the Court's approval of Class
28 Counsel's application for attorneys' fees and costs, Class Counsel shall deliver to the Settlement

1 Administrator written instructions that describe the manner and mode of payment of such attorneys’
2 fees and costs (and, in the absence of such instructions, such attorneys’ fees and costs shall be sent by
3 wire transfer as set forth below), and fully-executed Form W-9s with respect to all persons or entities
4 to whom some or all of the attorneys’ fees and costs shall be paid.

5 33. No later than fifteen (15) calendar days after the Final Effective Date,
6 Defendant shall wire transfer the Gross Settlement Amount to the Settlement Administrator.
7 Assuming the conditions in Paragraph 32 have been met, no later than ten (10) calendar days after the
8 receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator shall issue a
9 payment to Class Counsel for the amount of attorneys’ fees and costs approved by the Court and in
10 accordance with the instructions provided by Class Counsel.

11 34. The Settlement Administrator will issue to Class Counsel IRS Form 1099s for
12 the amounts paid for attorneys’ fees and costs under this Settlement.

13 **C. Payment to Settlement Administrator**

14 35. The fees and expenses of the Settlement Administrator are estimated at
15 Fourteen Thousand Dollars (\$14,000.00) and shall not exceed Fifteen Thousand Dollars (\$15,000.00).
16 To the extent the cost of administration is less than the amount agreed upon, the excess shall become
17 part of the Net Settlement Amount.

18 36. On or before the date of the Final Approval Hearing, the Settlement
19 Administrator shall deliver to counsel for Defendant a fully-executed Form W-9.

20 37. No later than fifteen (15) calendar days after the Final Effective Date,
21 Defendant shall mail or wire transfer the Gross Settlement Amount to the Settlement Administrator.
22 No later than ten (10) calendar days after the receipt of the Gross Settlement Amount from Defendant,
23 the Settlement Administrator may issue a payment to itself for the amount of fees approved by the
24 Court.

25 38. Defendant will issue to the Settlement Administrator an IRS Form 1099 for the
26 sum paid to it under this Settlement.

27 **D. Class Representative Payments to Plaintiffs**
28

1 39. Defendant understands that Plaintiffs and Class Counsel will apply to the Court
2 for Class Representative Payments, which will be scheduled for determination at the Final Approval
3 Hearing. Plaintiffs and Class Counsel will apply for Class Representative Payments in an amount up
4 to, but not to exceed, Ten Thousand Dollars (\$10,000.00) to each of the Class Representatives, which
5 shall be paid exclusively from the Gross Settlement Amount, and which will compensate Plaintiffs for
6 their services as the Class Representatives. Defendant will not oppose Plaintiffs' application for the
7 Class Representative Payments up to the stated amount. The amount, if any, by which the Class
8 Representative Payment are less than the maximum amount which can be sought pursuant to this
9 Stipulation shall be part of the Net Settlement Amount.

10 40. As a condition precedent to the payment of the Class Representative Payments,
11 Plaintiffs release any and all claims against Defendant as set forth in the Class Representative Release.

12 41. Any Class Representative Payment awarded by the Court shall be in addition
13 to the payment Plaintiffs shall receive as Participating Class Members and shall not be subject to
14 payroll tax withholding and deductions for this payment.

15 42. No later than ten (10) calendar days after the receipt of the Gross Settlement
16 Amount from Defendant, the Settlement Administrator shall issue the Class Representative Payments
17 to Plaintiffs in the amount approved by the Court, subject to all authorized and required deductions.

18 43. The Settlement Administrator will issue IRS Form 1099-MISC to Plaintiffs for
19 the amount of the Class Representative Payments.

20 **E. Distribution to Participating Class Members**

21 44. Class Members who do not affirmatively opt out of the Settlement will receive
22 a pro-rata share of the Net Settlement Amount based on their Compensable Workweeks during the
23 Class Period. All Gross Individual Settlement Payment checks not cashed within one hundred eighty
24 (180) days of payment, plus any accrued interest in the Settlement Administrator's qualified settlement
25 fund that has not otherwise been distributed, will be tendered to the California State Controller's Office
26 Unclaimed Property Division in the name of the Participating Class Member.

27 45. Each Participating Class Member's Gross Individual Settlement Payment shall
28 be calculated solely by the Settlement Administrator according to the following formula: Defendant

1 shall provide the Settlement Administrator with the Compensable Workweeks for each Participating
2 Class Member. The Settlement Administrator shall then divide the Net Settlement Amount by the
3 total number of Compensable Workweeks for all Participating Class Members resulting in a value for
4 each week worked by the Participating Class Members during the Class Period (“Workweek Value”).
5 The Settlement Administrator shall then multiply the number of Compensable Workweeks for each
6 Participating Class Member by the Workweek Value.

7 46. In addition, all Aggrieved Employees shall receive a pro rata share of the
8 portion of the PAGA Payment allocated to Aggrieved Employees based on their Compensable
9 Workweeks during the PAGA Period.

10 47. The Participating Class Members shall be paid their respective Gross Individual
11 Settlement Payments as provided in this Stipulation pursuant to section IX below. The allocation and
12 tax treatment of Gross Individual Settlement Payments shall be twenty five percent (25%) wages,
13 twenty five percent (25%) interest, and fifty percent (50%) penalties and expense reimbursement.

14 **F. PAGA Payment**

15 48. The Parties have agreed to allocate Fifteen Thousand Dollars (\$15,000.00) for
16 the resolution of all Class Members’ claims under the PAGA. Seventy five percent (75%) of that
17 allocation, which is Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00), will be remitted to the
18 LWDA. The remaining twenty five percent (25%), which is Three Thousand Seven Hundred Fifty
19 Dollars (\$3,750.00), will be distributed to the Aggrieved Employees.

20 49. This amount is subject to review and approval by the Court as part of the
21 settlement process pursuant to Labor Code section 2699(1)(2). This Settlement is contingent on the
22 Court approving the PAGA Payment and release. Class Counsel will submit a copy of the Settlement
23 to the LWDA at the same time the Settlement is submitted to the Court in accordance with Labor Code
24 section 2699 (1)(2).

25 50. Within ten (10) calendar days after the receipt of the Gross Settlement Amount
26 from Defendant, the Settlement Administrator will remit the PAGA Payment to the LWDA.
27
28

1 **VI. APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR**

2 51. The Settlement Administrator shall perform the following duties in connection
3 with administration of the Settlement: (1) using the data provided by Defendant to prepare the Notice
4 Materials for each Class Member, as described in section VII.A of this Settlement, including
5 translating the Notice Materials into Spanish and Vietnamese; (2) mailing the Notice Materials to
6 Class Members; (3) tracking non-delivered Notice Materials and taking reasonable steps to re-send
7 them to Class Members' current addresses; (4) providing telephone support to Class Members who
8 call about this case; (5) setting up a settlement website which contains copies of all papers and orders
9 filed in connection with preliminary and final approval, including the final Stipulation, operative
10 complaint, and Final Judgment; (6) tracking and timely reporting to Class Counsel and Counsel for
11 Defendant about any requests for exclusion; (7) calculating and paying the amounts due to each
12 Participating Class Member and Aggrieved Employee pursuant to the Settlement; (8) transmitting
13 funds as required by applicable garnishments and liens; (9) sending out reminder postcards to
14 Participating Class Members and Aggrieved Employees with uncashed checks and also contacting all
15 Participating Class Members and Aggrieved Employees who have not cashed their Settlement Checks
16 to remind them to do so before the one hundred eighty (180) day deadline for doing so expires; (10)
17 transmitting funds to resolve the PAGA claim to the State of California as designated; (11) issuing
18 payments to Class Counsel and the Class Representatives and associated tax forms; (12) escheating
19 the funds to the Unclaimed Property Division.

20 52. All disputes relating to the Settlement Administrator's performance of its duties
21 will be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement
22 until all payments and obligations contemplated by this Settlement have been fully carried out.

23 **VII. NOTICE TO THE CLASS OF THE SETTLEMENT**

24 **A. Mailing or Emailing the Notice Packets to the Class Members**

25 53. Within fifteen (15) calendar days after the Court enters its Preliminary Approval
26 Order, Defendant will provide to the Settlement Administrator a database that lists, for each Class
27 Member, the individual's name, Social Security Number, last known address, telephone number, email
28 address, and dates of employment with Defendant during the Class Period and the PAGA Period. This

1 database will be drawn from Defendant's payroll and other business records and will be in a format
2 acceptable to the Settlement Administrator and Defendant. Defendant will consult with the Settlement
3 Administrator prior to the date for providing this information to ensure that the format will be
4 acceptable to the Settlement Administrator. The data provided to the Settlement Administrator and
5 Class Counsel will remain confidential and will not be disclosed to anyone, except as required to
6 applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

7 54. Within fifteen (15) calendar days after Defendant provides the Settlement
8 Administrator the information stated pursuant to Paragraph 53, above, the Settlement Administrator
9 will either mail, by first-class mail (as approved by the Court), the Notice Materials to all Class
10 Members at their last known address, unless modified by any updated address information that the
11 Settlement Administrator obtains in the course of administration of the Settlement.

12 55. The Settlement Administrator will use standard devices, including the National
13 Change of Address database or equivalent, to obtain forwarding addresses prior to mailing and will
14 use appropriate skip tracing to take appropriate steps to maximize the probability that the Class Notice
15 will be received by all Class Members. Class Members to whom the Notice Materials are resent after
16 having been returned undeliverable to the Settlement Administrator shall have ten (10) calendar days
17 thereafter, or until the Response Deadline has expired, whichever is later, to mail, fax or email a
18 request for exclusion, objection, or dispute. Notice Materials that are resent shall inform the recipient
19 of this adjusted deadline. If a Class Member's Notice Materials are returned to the Settlement
20 Administrator more than once as non-deliverable, no additional Notice Materials shall be sent.

21 56. The Settlement Administrator shall provide regular reports to Class Counsel
22 and Defendant's counsel as to the mailings of Notice Materials, and the receipt of requests for
23 exclusion, objections, and disputes prior to the Response Deadline.

24 **C. Disputes**

25 57. Defendant's records will be presumed correct, however, Class Members may
26 submit a dispute of their Compensable Workweeks to the Settlement Administrator prior to the
27 Response Deadline. The Settlement Administrator will evaluate the evidence submitted by the Class
28

Member and will make a final determination based on its evaluation of all the evidence presented. All determinations will be made no later than fifteen (15) calendar days within receipt of the challenge.

D. Objections to Settlement

58. Class Members may object to the Settlement by serving on the Settlement Administrator by the Response Deadline a written objection to the Settlement.

59. Nevertheless, the Court may entertain subsequently filed objections or oral argument from a Class Member or his or her counsel at the Final Approval Hearing.

60. Any Class Member who has elected to opt-out of the Settlement (pursuant to the procedure set forth below) may not submit an objection to the Settlement.

61. The Settlement Administrator shall provide the Parties a copy of any objections received within three (3) days of receipt. Counsel for the Parties shall file any objections and any response thereto at least seven (7) calendar days before the Final Approval Hearing.

E. Election Not to Participate in the Class Settlement

62. In order for a Class Member to validly and effectively request exclusion from, or opt out of, this Settlement, the Class Member must submit to the Settlement Administrator a request for exclusion according to the procedures set forth in the Class Notice. Substantial compliance with the requirements set forth in the Class Notice will in most cases be sufficient. To the extent additional information is required, the Settlement Administrator will communicate with the Class Member. In order to be valid, the request for exclusion must (1) contain the name, address, and telephone number of the person requesting exclusion; (2) be signed by the Class Member; and (3) be postmarked for delivery to the Settlement Administrator by the Response Deadline. No request for exclusion will be accepted if postmarked for delivery to the Settlement Administrator after the Response Deadline.

63. Any Class Member who does not properly and timely submit a request for exclusion will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Court, and be bound by the Final Approval Order, regardless of whether he or she has objected to the Settlement.

64. A Class Member who properly and timely submits a request for exclusion will not be bound by the Settlement, and will remain free to contest any claim brought by Plaintiffs that

1 would have been barred by the Settlement, and nothing in this Settlement will constitute or be
2 construed as a waiver of any defense Defendant has or could assert against such a claim.

3 65. An Aggrieved Employee who submits a timely request for exclusion shall still
4 receive his or her pro rata portion of the PAGA Payment and shall be bound by the PAGA release.

5 66. Plaintiffs may not opt-out of the Class.

6 **F. Reports and Declaration by Settlement Administrator**

7 67. No later than fifteen (15) calendar days after the Response Deadline, the
8 Settlement Administrator will submit to Class Counsel and Counsel for Defendant a report setting
9 forth the number of individuals who as of that date have submitted (a) valid requests for exclusion and
10 (b) invalid requests to be excluded from the Settlement. In the event that the Settlement Administrator
11 subsequently receives a request for exclusion, it will promptly distribute an updated report.

12 68. No later than seven (7) calendar days before the date Plaintiffs file their motion
13 for final approval of the Settlement, the Settlement Administrator will prepare and submit for filing in
14 support of the motion a declaration attesting to its mailing of the Class Notice, its receipt of requests
15 for exclusion, objections, and disputes, and its inability to deliver the Class Notice to potential Class
16 Members due to invalid addresses. As applicable, the Settlement Administrator will prepare and
17 submit for filing in support of the motion for final approval any supplemental declaration.

18 **G. Settlement Website**

19 69. The Settlement Administrator will create a settlement website which contains
20 copies of all papers and orders filed in connection with preliminary and final approval, including the
21 final Stipulation and the operative complaint. These documents will be posted no later than the mailing
22 of the Notice Materials and will remain posted until the date of final approval. The Settlement
23 Administrator will also post on its website notice of the Final Judgment.

24 **H. Toll-Free Telephone Support**

25 70. The Settlement Administrator shall establish a toll-free telephone number for
26 Class Members seeking telephone support regarding this case.

27 **I. Reminder Postcards for Uncashed Checks**

28 71. Within forty (40) days of the date that checks mailed to Participating Class

Members are scheduled to expire, the Settlement Administrator shall mail reminder postcards to Participating Class Members whose checks remain uncashed to remind them to negotiate their checks.

VIII. RIGHT TO RESCIND

72. In the event that ten percent (10%) or more of the Class Members submit valid requests not to participate in the Settlement, Defendant will have the exclusive right in its sole discretion to rescind the Settlement, and all actions taken in its furtherance will be null and void. Defendant must exercise this right within ten (10) days after the date on which the Settlement Administrator first informs Defendant that at least ten percent (10%) of the potential Class Members have made valid requests to be excluded from the Settlement.

IX. ADJUSTMENT OF GROSS SETTLEMENT AMOUNT

73. The Gross Settlement Amount was negotiated and is premised on the understanding that there are approximately 41,816 workweeks worked by Class Members during the Class Period. In the event that the total number of workweeks exceeds that number by ten percent (10%) or more, the Gross Settlement Amount shall be increased by one percent (1%) for every one percent (1%) increase in workweeks over the ten percent (10%) threshold.

IX. DISTRIBUTION OF THE SETTLEMENT PAYMENTS

74. Defendant or Class Counsel shall serve the Settlement Administrator with notice of the Final Effective Date as soon as possible. No later than fifteen (15) calendar days after the Final Effective Date, the Settlement Administrator will prepare and provide counsel for Defendant and Class Counsel with a report summarizing the total Participating Class Members and the Gross Individual Settlement Payment for each Participating Class Member on that list. The sum of the Gross Individual Settlement Payments due to the individuals on that list shall constitute the "Class Settlement Payment."

75. Defendant will cause the Gross Settlement Amount to be wired to the Settlement Administrator no later than fifteen (15) calendar days after the Final Effective Date. Within the same fifteen (15) calendar days, Defendant also will provide the Settlement Administrator a list identifying all Participating Class Members who have garnishments and liens, the amounts of each individual's garnishments and liens, and the name and address of the person or entity that is entitled

1 to receive payment of such garnishments and liens.

2 76. Within ten (10) calendar days after the receipt of the Gross Settlement Amount
3 from Defendant, the Settlement Administrator will distribute to every Participating Class Member his
4 or her Gross Individual Settlement Payment. The Settlement Administrator shall make appropriate
5 tax reporting and withholdings in accordance with this Agreement and applicable law and regulations.

6 77. The Settlement Administrator will timely remit any taxes associated with the
7 settlement payments to the proper authorities, as required by law. In addition, the Settlement
8 Administrator will timely issue an IRS Form 1099-MISC to each Participating Class Member that
9 reflects the non-wage income portion of the settlement payment to the extent required by law. The
10 Settlement Administrator will timely issue an IRS Form W-2 to each Participating Class Member that
11 reflects the wage portion of the settlement payment to the extent required by law.

12 78. If any Participating Class Member does not cash his or her settlement check(s)
13 within one hundred eighty (180) days after issuance, fifteen (15) calendar days after the check-cashing
14 deadline the Settlement Administrator shall escheat the funds, plus any accrued interest in the
15 Settlement Administrator's qualified settlement fund that has not otherwise been distributed, will be
16 tendered to the California State Controller's Office Unclaimed Property Division in the name of the
17 Participating Class Member. The Parties agree that this obligation shall satisfy and fully discharge
18 Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrine of
19 *escheat*.

20 **X. RELEASE OF CLAIMS**

21 **A. Released Claims by Class Members Who Do Not Opt Out and Aggrieved** 22 **Employees**

23 79. Class Members who do not opt out of the settlement will be bound by a release
24 of claims.

25 80. The release of claims includes Released Claims which could have been pled
26 based on the facts and claims alleged in Hernandez's Complaint, Hernandez's First Amended
27 Complaint, Johnson's Complaint, Plaintiffs' operative Consolidated Class Action and PAGA
28 Representative Complaint or arising out of the transactions and occurrences pled in Hernandez's

1 Complaint, Hernandez's First Amended Complaint, Johnson's Complaint, Plaintiffs' operative
2 Consolidated Class Action and PAGA Representative Complaint of which a Class Member does not
3 know or suspect to exist in his or her favor against Defendant that arose during the Class Period.

4 81. Upon Defendant providing the Gross Settlement Amount to the Settlement
5 Administrator, each Class Member who has not timely and effectively opted out will be deemed to
6 have released claims as both a matter of contract and judicial procedure as follows, which release shall
7 be incorporated into the Class Notice:

8 Upon Defendant providing the Gross Settlement Amount to the Settlement
9 Administrator, all Class Members who have not submitted timely and valid requests
10 for exclusion will release and discharge Defendant, its past or present officers,
11 directors, shareholders, employees, agents, principals, heirs, representatives,
12 accountants, auditors, consultants, insurers and reinsurers, and their respective
13 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys
14 (the "Released Parties") from all claims, demands, rights, liabilities and causes of
15 action that were or could have been asserted (whether in tort, contract or otherwise) for
16 violation of the California Labor Code, the California Business and Professions Code,
17 the applicable Industrial Welfare Commission Orders or any similar state or federal
18 law, whether for economic damages, non-economic damages, liquidated damages,
19 punitive damages, restitution, penalties, other monies, or other relief based on any facts,
20 transactions, events, policies, occurrences, acts, disclosures, statements, omissions or
21 failures to act pled or arising out of the facts, transactions, and occurrences pled in
22 Hernandez's Complaint, Hernandez's First Amended Complaint, Johnson's
23 Complaint, or the Plaintiffs' operative Consolidated Class Action and PAGA
24 Representative Complaint, which are or could be the basis of claims for: (1) failure to
25 provide proper meal breaks; (2) failure to provide proper rest breaks; (3) failure to
26 provide pay minimum wages; (4) failure to provide pay overtime wages; (5) failure to
27 pay all earned wages and compensation upon termination; (6) failure to provide lawful
28 wage statements; (7) failure to maintain required records; (8) failure to indemnify

employees for necessary expenditures incurred in discharge of duties; and (9) alleged unfair business practices that arose during the Class Period (the “Released Claims”). The release will exclude claims for vested benefits, wrongful termination (apart from that of Plaintiffs Hernandez and Johnson who will execute general releases of claims under Civil Code section 1542), unemployment insurance, disability, workers’ compensation, and claims outside of the Class Period.

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

83. The Gross Individual Settlement Payment to Participating Class Members and Aggrieved Employees will not result in any additional benefit payments beyond those provided by this Stipulation to Plaintiffs, Participating Class Members, and Aggrieved Employees. Participating Class Members and Aggrieved Employees will be deemed to have waived all such claims for benefits premised upon the Gross Individual Settlement Payments to them, whether known or unknown by them, as part of their Released Claims under this Stipulation.

B. Released Claims by the Class Representatives

84. Upon Defendant providing the Gross Settlement Amount to the Settlement Administrator, the Class Representatives will be deemed to have released claims as follows:

The Class Representatives hereby fully and finally release and discharge the Released Parties (defined in Paragraph 79, above) from any and all of the Released Claims (defined in Paragraph 79, above) and from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that the Class Representatives had, now has, or may hereafter claim to have against the Released Parties arising out of, or relating in any way to, the Class Representatives’ hiring by, employment with, separation of

1 employment with, or otherwise relating to the Released Parties, arising or accruing
2 from the beginning of time up through the date of the Final Approval Hearing (“Class
3 Representatives’ Released Period”) with the exception of any other claims which
4 cannot be released by law (“Class Representatives’ Released Claims”).

5 **With respect to the Class Representatives’ Released Claims only**, the Parties
6 stipulate and agree that, upon the Final Effective Date, the Class Representatives waive California
7 Civil Code Section 1542, which provides:

8 A general release does not extend to claims that the creditor or
9 releasing party does not know or suspect to exist in his or her favor
10 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.

11 **XI. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

12 85. The Parties shall submit this Stipulation to the Court in support of Plaintiffs’
13 Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and
14 reasonableness. As soon as reasonably possible upon execution of this Stipulation, the Parties shall
15 apply to the Court for the entry of an Order Granting Preliminary Approval of the Settlement and
16 Notice which shall provide for, among other things, the following:

17 a. Scheduling a final fairness and approval hearing on the question of
18 whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the
19 Class.

20 b. Approving as to form and content the proposed Class Notice described
21 herein;

22 c. Directing the mailing of the Class Notice by first class mail to the Class
23 Members;

24 d. Preliminarily approving the Settlement;

25 e. Preliminarily certifying the Class for settlement purposes only; and

26 f. Approving Carney R. Shegerian, Anthony Nguyen, and Cheryl A.
27 Kenner of Shegerian & Associates, Inc. and Matthew J. Matern, Launa Adolph, and Deanna S. Leifer
28 of Matern Law Group, PC as Class Counsel, Plaintiffs as Class Representatives, and an administrator

1 mutually agreed to by the Parties and approved by the Court as Settlement Administrator.

2 86. After the Preliminary Approval Order is entered by the Court, Plaintiffs shall
3 file the motion for an award of attorneys' fees and costs to be heard on the same hearing date as set by
4 the Court for the Final Approval Hearing.

5 **XII. DUTIES OF THE PARTIES REGARDING FINAL COURT APPROVAL**

6 87. In connection with the final approval by the Court of the Settlement, the Parties
7 will submit a proposed Order Granting Final Approval of the Class Action Settlement and Final
8 Judgment substantially in the form attached as **Exhibit E**, which shall provide, among other things, as
9 follows:

10 a. Approving the Settlement, adjudging the terms thereof to be fair,
11 reasonable, and adequate, and directing consummation of its terms and provisions;

12 b. Approving Class Counsel's application for an award of attorneys' fees
13 and reimbursement of costs;

14 c. Approving the Class Representative Payments;

15 d. Certifying the Class for purposes of this Settlement only;

16 e. Entering Judgment pursuant to California Rules of Court, rule 3.769(h)
17 which retains jurisdiction and permanently bars the Class Members who do not timely and validly
18 exclude themselves from the Settlement from prosecuting any and all Released Claims against the
19 Released Parties, and permanently bars the Class Representatives from prosecuting any and all Class
20 Representatives' Released Claims against the Released Parties. Notice of the Final Judgment shall be
21 given by Plaintiffs to Defendant as set forth in the Class Notice, which notice shall satisfy the
22 requirements of California Rules of Court, rule 3.771.

23 **XIII. EFFECT OF NON-APPROVAL**

24 88. If this Stipulation is not preliminarily or finally approved by the Court and/or if
25 a Final Approval Order is not entered or if Defendant exercises the option to rescind (*e.g.*, because the
26 Court does not approve the Settlement, or the opt-outs from the Class exceed ten percent and
27 Defendant revokes the Agreement), this Stipulation shall be null and void. In such event: (1) nothing
28 in this Stipulation shall be construed as a determination, admission, or concession of any issue in the

1 Action, and nothing in this Stipulation may be offered into evidence in any trial on the merits of the
2 claims asserted in the Complaint filed in the Action or in any subsequent pleading; (2) the Parties
3 expressly reserve their rights with respect to the prosecution and defense of the Action as if this
4 Stipulation never existed; and (3) Defendant shall be responsible for any costs for Notice or
5 administration incurred by the Settlement Administrator through that date. If there is any reduction in
6 the attorneys' fees or costs awards or the Class Representative Payments, such reduction may be
7 appealed but is not a basis for rendering this Stipulation void, voidable, and/or unenforceable.

8 **XIV. CONFIDENTIALITY PRECEDING MOTION FOR PRELIMINARY APPROVAL**

9 89. Except for disclosures authorized by Defendant or necessary to prepare the
10 motion for preliminary approval, the terms of this Settlement shall remain confidential until they are
11 presented to the Superior Court in connection with the motion for preliminary approval. The Parties
12 and their counsel shall issue no public statements and shall make no comments to media or press with
13 respect to the Action or the Settlement at any time (including but not limited to press releases), except
14 as required by law. In addition, the Parties and their counsel shall not make, publish, circulate or cause
15 to be made, published or circulated any statements that represent or suggest any wrongdoing by
16 Defendant, or that this Settlement or any order by the Court regarding the Settlement represents or
17 implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of
18 liability or wrongdoing.

19 **XV. MUTUAL FULL COOPERATION**

20 90. The Parties will fully cooperate with each other and use their best efforts,
21 including all efforts contemplated by this Settlement and any other efforts that may become necessary
22 or ordered by the Court, or otherwise, to accomplish the terms of this Settlement in accordance with
23 the terms of the Parties' memorandum of understanding, including but not limited to, executing such
24 documents and taking such other action as may reasonably be necessary to obtain preliminary and
25 final approval of this Settlement and to implement its terms.

26 **XVI. NO PRIOR ASSIGNMENTS**

27 91. The Parties represent, covenant, and warrant that they have not directly or
28 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any

1 person or entity any portion of any claims, causes of action, demands, rights and liabilities of every
2 nature and description released under this Settlement.

3 **XVII. NOTICES**

4 92. Unless otherwise specifically provided by this Settlement, all notices, demands
5 or other communications given under this Settlement will be in writing and be deemed to have been
6 duly given as of the third business day after mailing by United States registered or certified mail,
7 return-receipt requested, addressed as follows:

8 **To Plaintiffs and the Class:**

9 CARNEY R. SHEGERIAN
10 ANTHONY NGUYEN
11 CHERYL A. KENNER
12 SHEGERIAN & ASSOCIATES, INC.
13 11520 San Vicente Boulevard
14 Los Angeles, California 90049
15 Telephone: 424.231.0178
16 CSHEGERIAN@SHEGERIANLAW.COM
17 ANGUYEN@SHEGERIANLAW.COM
18 CKENNER@SHEGERIANLAW.COM

14 MATTHEW J. MATERN
15 LAUNA ADOLPH
16 DEANNA S. LEIFER
17 Matern Law Group, PC
18 1230 Rosecrans Avenue, Suite 200
19 Manhattan Beach, CA 90266
20 Telephone: 310.531.1900
21 MMATERN@MATERNLAWGROUP.COM
22 LADOLPH@MATERNLAWGROUP.COM
23 DLEIFER@MATERNLAWGROUP.COM

20 **To Defendant:**

21 Holly R. Lake
22 Holly.lake@us.dlapiper.com
23 Steve L. Hernández
24 Steve.hernandez@dlapiper.com
25 Ryan M. Estes
26 Ryan.estes@us.dlapiper.com
27 DLA PIPER LLP (US)
28 2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, California 90067-4704
Tel: 310.595.3000

26 ///

27 ///

28 ///

1 **XVIII. CONSTRUCTION**

2 93. This Settlement is the result of lengthy, arms'-length negotiations between the
3 Parties. This Settlement will not be construed in favor of or against any Party by reason of the extent
4 to which any Party or their or its counsel participated in the drafting of this Settlement.

5 **XIX. CAPTIONS AND INTERPRETATIONS**

6 94. Paragraph and section titles, headings, or captions contained in this Settlement
7 are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
8 describe the scope of this Settlement or any of its provisions. Each term of this Settlement is
9 contractual and not merely a recital, except for those set forth in Section I, above.

10 **XX. MODIFICATION**

11 95. This Settlement may not be changed, altered, or modified, except in writing and
12 signed by the Parties and approved by the Court. This Settlement may not be discharged except by
13 performance in accordance with its terms or by a writing signed by the Parties.

14 **XXI. APPLICABLE LAW**

15 96. All terms and conditions of this Stipulation will be governed by and interpreted
16 according to the laws of the State of California, without giving effect to any conflict of law or choice
17 of law principles.

18 **XXII. INTEGRATION CLAUSE**

19 97. This Settlement and all the attached Exhibits, which by this reference are
20 incorporated into this Settlement, constitutes the entire agreement between the Parties relating to the
21 Settlement and transactions contemplated by the Settlement. All prior or contemporaneous
22 agreements, understandings, representations, and statements, whether oral or written and whether by
23 a Party or a Party's counsel, are merged into this Settlement. No rights under this Settlement may be
24 waived except in writing.

25 **XXIII. BINDING ON ASSIGNS**

26 98. This Settlement will be binding upon and will inure to the benefit of the Parties
27 and their respective heirs, trustees, executors, administrators, successors and assigns.

28 **XXIV. CLASS MEMBER SIGNATORIES**

99. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member who does not timely and validly opt-out execute this Settlement. The Class Notice will inform all Class Members of the binding nature of the release contained herein will have the same force and effect as if this Settlement were executed by each Class Member who does not timely and validly opt-out.

XXV. COUNTERPARTS

100. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement, which will be binding upon and effective as to all Parties.

101. This Settlement may be signed by facsimile signature or digital signature, each of which will have the same force and effect as an original signature.

XXVI. PARTIES' AUTHORITY TO SIGN

102. The signatories to this Settlement hereby represent that they are fully authorized to enter into this Settlement on behalf of themselves or their respective principals.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this document to evidence their acceptance of and agreement to the Settlement. This document may be executed in parts.

Dated: April 5, 2022



ROBERTO HERNANDEZ
Plaintiff

1 Dated: April 5, 2022



CARNEY R. SHEGERIAN
ANTHONY NGUYEN
CHERYL A. KENNER
SHEGERIAN & ASSOCIATES, INC.
Attorneys for Plaintiff Roberto Hernandez and the
Class

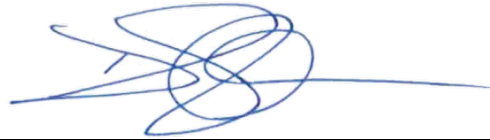
7 Dated: Apr 4, 2022, 2022



Adrienne Johnson (Apr 4, 2022 11:38 CDT)

ADRIENNE JOHNSON
Plaintiff

11 Dated: April 1, 2022



MATTHEW J. MATERN
LAUNA ADOLPH
DEANNA S. LEIFER
MATERN LAW GROUP, PC
Attorneys for Plaintiff Adrienne Johnson and the
Class

18 Dated: _____, 2022

TITLE:
CTC GLOBAL CORPORATION

21 Dated: _____, 2022

HOLLY R. LAKE
STEVE L. HERNÁNDEZ
RYAN M. ESTES
DLA PIPER LLP (US)
Attorneys for Defendant CTC Global Corporation

1 Dated: _____, 2022

2
3 _____
4 CARNEY R. SHEGERIAN
5 ANTHONY NGUYEN
6 CHERYL A. KENNER
7 SHEGERIAN & ASSOCIATES, INC.
8 Attorneys for Plaintiff Roberto Hernandez and the
9 Class

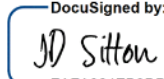
10 Dated: _____, 2022

11 _____
12 ADRIENNE JOHNSON
13 Plaintiff

14 Dated: _____, 2022

15 _____
16 MATTHEW J. MATERN
17 LAUNA ADOLPH
18 DEANNA S. LEIFER
19 MATERN LAW GROUP, PC
20 Attorneys for Plaintiff Adrienne Johnson and the
21 Class

22 Dated: 4/5/2022 _____

23 _____
24 DocuSigned by:
25 
26 _____
27 TITLE:
28 CTC GLOBAL CORPORATION

29 Dated: April 5 _____, 2022

30 _____
31 HOLLY R. LAKE
32 STEVE L. HERNÁNDEZ
33 RYAN M. ESTES
34 DLA PIPER LLP (US)
35 Attorneys for Defendant CTC Global Corporation

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Hernandez v. CTC Global Corp., et al.; Johnson v. CTC Global Corp.

Orange County Superior Court Case No. 30-2020-01138945-CU-OE-CJC; 30-2020-01149795

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

A California court authorized this notice. This is not a solicitation from a lawyer.

- A proposed class action settlement will provide \$750,000.00 (“Gross Settlement Amount”) for distribution to the following Class Members: all current and former non-exempt employees of CTC Global Corporation that worked in California during the Class Period, which is any time from July 20, 2016 to October 15, 2021.
- The settlement resolves a putative class action lawsuit over whether Defendant CTC Global Corporation (“CTC Global” or “Defendant”) violated laws regarding meal and rest periods, timely payment of all wages during employment and upon separation of employment, and timely provision of accurate wage statements. It avoids further costs and risks of continuing the lawsuit towards trial, pays money to Class Members who do not request to be excluded, and releases Defendant from liability from the claims asserted in this lawsuit.
- Class Counsel will ask the Court to award them up to \$250,000.00 as attorneys’ fees and up to \$25,000.00 as expenses for investigating the facts, litigating the case, and negotiating the Settlement. Plaintiffs Roberto Hernandez and Adrienne Johnson (“Plaintiffs”) will also request an enhancement payment of up to \$10,000.00 each. A total of \$15,000.00 will be allocated as penalties under the Labor Code Private Attorneys General Act (“PAGA”), of which \$11,250.00 will be paid to the California Labor & Workforce Development Agency (“LWDA”) and \$3,750.00 will be distributed to Aggrieved Employees, which are all current and former non-exempt employees of Defendant in California at any time during the PAGA Period, which is the time period from January 7, 2019 to October 15, 2021 (“PAGA Payment”). These amounts will be paid from the Gross Settlement Amount.
- Defendant denies any and all liability or wrongdoing, and the Court has not ruled on the merits of Plaintiffs’ claims.
- **Your legal rights may be affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You may participate in the Settlement. If you participate, you will be paid your Individual Settlement Payment in exchange for releasing the Released Claims against Defendant and the Released Parties. If your address changes, you must notify the Settlement Administrator of your new address.
Exclude Yourself (No Later than XX, 2022)	You may exclude yourself from the Settlement. If you do, you will not be paid your Individual Settlement Payment, and you will retain any rights to sue Defendant or the Released Parties for the Released Claims. You cannot object to the Settlement. However, you will still receive a PAGA Payment and be bound by the PAGA release if you are an Aggrieved Employee.
Object (No Later than XX, 2022)	You may object to the Settlement. If you object, you will still participate in the Settlement regardless of how the Court rules on your objection. To object, you will tell the Court why you don’t agree with the Settlement, following the procedures described more fully below. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you will still be paid your Individual Settlement Payment and you will release the Released Claims.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed Settlement of a class action lawsuit and informs you of your legal rights under that proposed Settlement. You have received this notice because you may be a member of the Class.

WHAT IS THIS LAWSUIT ABOUT?

In the Action, Plaintiffs allege on behalf of themselves and other non-exempt employees who worked for Defendant in California the following claims: (1) failure to provide proper meal breaks in violation of Labor Code section 226.7; (2) failure to provide proper rest breaks in violation of Labor Code section 226.7; (3) failure to provide pay minimum wages in violation of Labor Code sections 510, 1194, 1194.2, and 1194.7; (4) failure to provide pay overtime wages in violation of Labor Code sections 510 and 1194; (5) failure to pay all earned wages and compensation upon termination in violation of Labor Code sections 201, 202 and 203; (6) failure to provide lawful wage statements in violation of Labor Code section 226; (7) failure to maintain required records in violation of Labor Code sections 226 and 1174; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties in violation of Labor Code section 2802; (9) unfair business practices in violation of California Business and Professions Code section 17200; and (10) civil penalties pursuant to PAGA.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

Plaintiffs each filed a putative class and PAGA representative action asserting certain claims against Defendant. Defendant denies any and all liability or wrongdoing. The Court did not decide in favor of Plaintiffs or Defendant. There was no trial. Instead, the parties agreed to a proposed class action settlement to avoid further costs, risks, and uncertainty at trial in exchange for the Gross Settlement Amount and Released Claims against Defendant and the Released Parties. Plaintiffs and Class Counsel believe the settlement is fair, reasonable, and adequate and in the best interests of all Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all persons who are employed or who have been employed as non-exempt employees by CTC Global in California during the Class Period, which is any time from July 20, 2016 to October 15, 2021.

C. What does the Settlement provide?

Defendant will pay \$750,000.00 to settle the class and representative claims in the Action. The following sums will be paid from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$250,000.00 and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$25,000.00; (2) service payments to the Class Representatives set by the Court, not to exceed \$10,000.00 each for their service in the Action; (3) a reasonable amount set by the Court to the settlement administrator for administering the Settlement, not to exceed \$15,000.00, and (4) a payment to the LWDA in the amount of \$11,250.00 (equal to 75% of the \$15,000.00 allocation for the PAGA Payment). The amount of the Gross Settlement Amount remaining after these payments is the "Net Settlement Amount," payable to Class Members who do not request to be excluded.

D. What are you giving up to stay in the Class and get a payment?

Upon Defendant providing the Gross Settlement Amount to the Settlement Administrator, all Class Members who have not submitted timely and valid requests for exclusion will release and discharge Defendant, its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (the "Released Parties") from all claims, demands, rights, liabilities

and causes of action that were or could have been asserted (whether in tort, contract or otherwise) for violation of the California Labor Code, the California Business and Professions Code, the applicable Industrial Welfare Commission Orders or any similar state or federal law, whether for economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, other monies, or other relief based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act pled or arising out of the facts, transactions, and occurrences pled in Hernandez's Complaint, Hernandez's First Amended Complaint, Johnson's Complaint, or the Plaintiffs' operative Consolidated Class Action and PAGA Representative Complaint, which are or could be the basis of claims for: (1) failure to provide proper meal breaks; (2) failure to provide proper rest breaks; (3) failure to provide pay minimum wages; (4) failure to provide pay overtime wages; (5) failure to pay all earned wages and compensation upon termination; (6) failure to provide lawful wage statements; (7) failure to maintain required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) alleged unfair business practices that arose during the Class Period (the "Released Claims"). The release will exclude claims for vested benefits, wrongful termination (apart from that of Plaintiffs Hernandez and Johnson who will execute general releases of claims under Civil Code section 1542), unemployment insurance, disability, workers' compensation, and claims outside of the Class Period.

In addition, upon Defendant providing the Gross Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in Plaintiffs' operative Consolidated Class Action and PAGA Representative Complaint and arising at any time during the PAGA Period. An Aggrieved Employee is subject to this PAGA release even if the Aggrieved Employee requests exclusion from the Settlement. Aggrieved Employees shall receive a pro-rata share of the 25% portion of the PAGA Payment allocated to the Aggrieved Employees (i.e. the \$3,750.00), regardless of whether they exclude themselves from the Settlement.

E. How is my share of the Settlement calculated?

Based on its records, Defendant will determine the number of Compensable Workweeks for each Participating Class Member. "Compensable Workweeks" means the total number of calendar days, inclusive of the first and last day, during which a Class Member worked for Defendant in California as a non-exempt employee during the Class Period and/or PAGA Period, divided by seven (7) and rounded to the nearest whole number. The respective Compensable Workweeks for each Participating Class Member will be divided by the Compensable Workweeks for all Participating Class Members who do not opt out, resulting in the Workweek Value for each Participating Class Member. Each Participating Class Member's Workweek Value is then multiplied by his or her Compensable Workweeks to determine the Participating Class Member's Individual Settlement Payment. Participating Class Members are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments.

According to Defendant's records, your Compensable Workweeks during the Class Period are: [REDACTED]. Based on this number, your estimated Individual Settlement Payment is \$[REDACTED]. This amount is subject to change based on the final ruling of the Court and the number of Class Members who request to be excluded from the Settlement.

Each Class Member who opts out of the Settlement will not receive an Individual Settlement Payment but will still receive a pro-rata share of the \$3,750.00 allocated to all Aggrieved Employees if the Class Member worked during the PAGA Period.

According to Defendant's records, your Compensable Workweeks during the PAGA Period are: [REDACTED]. Based on this number, your estimated pro-rata share of the PAGA Payment is [REDACTED]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the number of Compensable Workweeks listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of hours worked listed above, please complete the dispute form included with this Class Notice and submit to the Settlement Administrator, along with any supporting evidence, no later than **XX, 2022**. In the event of a dispute about the correct number of Compensable Workweeks, the Settlement Administrator will resolve the challenge and will make a final and binding determination without hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a Final Fairness Hearing regarding the proposed settlement on **XX, 2022**, at **XX: XX** a.m., in Department CX-104 of the Orange County Superior Court located at 700 Civic Center Drive West, Santa Ana, California 92701. You may attend the hearing telephonically or by videoconference through CourtCall. You will need to dial (888) 882-6878 or access the website www.courtcall.com to schedule your remote appearance. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Class Members; (ii) whether the Participating Class Members should be bound by the terms of the Settlement; (iii) the amount of the attorneys' fees and costs to be awarded to Class Counsel; (v) the amount that should be awarded to Plaintiffs as service payments, (vi) the amount awarded to the Settlement Administrator, and (vii) the amount payable to the LWDA. At the Final Settlement Hearing, the Court may hear all properly filed objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you at your own cost, or to enter an appearance and represent yourself, but Class Counsel will not represent you with respect to any objections to the Settlement.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. **If your address changes, you must update your address with the Settlement Administrator.** If you disagree with the number of Compensable Workweeks, you must complete the attached dispute form and submit to the Settlement Administrator along with any documentation to justify your position, postmarked no later than **XX, 2022**. The Settlement Administrator's address is provided at the end of this notice.

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed Settlement in writing, no later than **XX, 2022**. You must mail your objection to the Settlement Administrator's address provided at the end of this notice. The date of the postmark on your envelope shall be the exclusive means for determining that a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the basis for the objection; and (3) whether you intend to appear at the Final Fairness Hearing. However, failure to indicate whether you intend to appear at the Final Fairness Hearing will not preclude you from appearing at the Final Fairness Hearing. Class Counsel shall include all objections received and Plaintiffs' response(s) with Plaintiffs' motion for final approval of the Settlement. Class Counsel shall not represent any Class Members with respect to any such objections. The Settlement Administrator's address is listed below.

- **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement, but if you choose to do so, you will not receive any benefits from the proposed Settlement, and you will not be bound by a judgment in this case. To opt out, you must complete the request for exclusion form included with this Class Notice. The written request for

exclusion form must be postmarked no later than **XX, 2022** and: (1) must contain the name, address, and telephone number of the Class Member, (2) must be signed by the Class Member; (3) must be postmarked by **XX, 2022** and returned to the Settlement Administrator at the specified address; and (4) must indicate the Class Member's intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely written request for exclusion shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court. The Settlement Administrator's address is provided at the end of this notice.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you may review the detailed "Stipulation of Class Action Settlement and Settlement Agreement" which is on file with the Clerk of the Court. The pleadings and other records in the Action may be examined in person at the Court Clerk's office, located at 700 Civic Center Drive West, Santa Ana, CA 92701. You also may access the case file online at <https://www.occourts.org/online-services/case-access/>. Under the Civil Case & Document Access tab, enter the case number 30-2020-01149795-CU-OE-CXC and the year filed 2020, then select Register of Actions. You may also access certain filings in this case online from the Settlement Administrator's website at: **[insert website]**. **IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at the phone and address provided at the end of this notice. You may also contact Class Counsel below. Please reference the **Hernandez v. CTC Global Corporation Class Action Settlement**.

Class Counsel

Cheryl A. Kenner

SHEGERIAN & ASSOCIATES, INC.

11520 San Vicente Boulevard

Los Angeles, CA 90049

Telephone: (424) 231-0178

*For Spanish, please call Celeste at (424) 416-0225.

Matthew J. Matern

Launa Adolph

Deanna S. Leifer

MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200

Manhattan Beach, CA 90266

Telephone: (310) 531-1900

Attorneys for Defendant CTC Global Corp.

Holly R. Lake

Steve L. Hernandez

Ryan Matthew Estes

DLA Piper LLP (US)

2000 Avenue of the Stars

Suite 400 North Tower

Los Angeles, CA 90067-4704

Telephone: (310) 595-3000

Name of Settlement Administrator

[address]

[address]

Telephone: (XXX) XXX-XXXX

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

EXHIBIT B

REQUEST FOR EXCLUSION FORM

I have read the Notice of Class Action Settlement and wish to be excluded from the Settlement. I understand that by requesting to be excluded, I will not receive any money or benefits from the Settlement in this case.

Full Name (printed): _____

Phone Number: _____

Address: _____
Street Address

City State Zip

Signature: _____

Date: _____

If you want to exclude yourself from the Settlement, you must complete and return this form by mail to the Settlement Administrator at:

Hernandez v. CTC Global Settlement
Address
City, State Zip

Your exclusion request must be postmarked no later than **[Response Deadline]**.

**COMPLETE THIS FORM ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THIS
CLASS ACTION SETTLEMENT.**

EXHIBIT C

DISPUTE FORM

I have read the Notice of Class Action Settlement and I dispute the number of Compensable Workweeks listed in the notice.

Estimated number of weeks that you worked for CTC Global Corporation in California from July 20, 2016
to October 15, 2021: _____

Full Name (printed): _____

Phone Number: _____

Address: _____
Street Address

City State Zip

Signature: _____

Date: _____

If you disagree with the number of Compensable Workweeks stated in the Notice of Class Action Settlement, please provide any documents or evidence supporting your estimated number of workweeks above, such as paystubs. Any dispute forms and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked no later than **[Response Deadline]**.

Hernandez v. CTC Global Settlement
Address
City, State Zip

**COMPLETE THIS FORM ONLY IF YOU DISPUTE YOUR COMPENSABLE WORKWEEKS
LISTED IN THE NOTICE OF CLASS ACTION SETTLEMENT.**

EXHIBIT D

Carney R. Shegerian, State Bar No. 150461
CShegerian@Shegerianlaw.com
Anthony Nguyen, State Bar No. 259154
ANguyen@Shegerianlaw.com
Cheryl A. Kenner, State Bar No. 305758
CKenner@Shegerianlaw.com
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Telephone Number: (310) 860 0770
Facsimile Number: (310) 860 0771

Attorneys for Plaintiff ROBERTO HERNANDEZ
and all others similarly situated and aggrieved

[Additional counsel next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

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

Plaintiff,

vs.

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

Defendants.

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

Plaintiff,

vs.

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

Defendants.

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

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: March 13, 2020
Trial Date: None

1 Matthew J. Matern, State Bar No. 159798
MMatern@maternlawgroup.com
2 Launa Adolph, State Bar No. 227743
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3 Deanna S. Leifer, State Bar No. 265840
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Telephone Number: (310) 531-1900
6 Facsimile Number: (310) 531-1901

7 Attorneys for Plaintiff ADRIENNE JOHNSON
individually and on behalf of all others similarly
8 situated

9 Holly R. Lake, State Bar No. 204304
Steve L. Hernandez, State Bar No. 229065
10 Ryan M. Estes, State Bar No. 294876
DLA PIPER LLP
11 2000 Avenue of the Stars
Suite 400 North Tower
12 Los Angeles, CA 90067-4704
Telephone Number: (310) 595-3000
13 Facsimile Number: (310) 595-3300

14 Attorneys for Defendant CTC GLOBAL
CORPORATION doing business as CTC
15 CABLE CORPORATION
16
17
18
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28

1 **ORDER**

2 On _____, 2021, this Court conducted a hearing on Plaintiffs' Motion for Preliminary
3 Approval of Class Action Settlement (the "Motion"). Having considered the Motion and the points and
4 authorities and declarations submitted in support of the Motion, including the Stipulation of Class Action
5 Settlement and Settlement Agreement ("Settlement Agreement" or "Settlement") and exhibits, and
6 **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the
7 following findings and orders:

8 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all
9 terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

10 2. The Class shall be conditionally certified for settlement purposes only and shall consist of
11 all current and former non-exempt employees of Defendant that worked in California at any time between
12 July 20, 2016 and October 15, 2021.

13 3. The Aggrieved Employees are all current and former non-exempt employees of
14 Defendant in California at any time during the PAGA Period, which is the time period of January 7, 2019
15 through October 15, 2021. Aggrieved Employees shall receive a pro-rata share of 25% of the PAGA
16 Payment allocated to Aggrieved Employees based on their Compensable Workweeks during the PAGA
17 Period.

18 4. The class action settlement set forth in the Settlement Agreement, entered into by the
19 Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range of
20 reasonableness, to be the product of arm's-length and informed negotiations, to treat all Class Members
21 fairly, and to be presumptively valid, subject only to any objections that may be raised at or before the
22 Final Approval Hearing. The Court further finds that Plaintiffs' Counsel conducted extensive
23 investigation and research, and that they were able to reasonably evaluate Plaintiffs' positions and the
24 strengths and weaknesses of their claims and the ability to certify them. Plaintiffs' Counsel have provided
25 the Court with enough information about the nature and magnitude of the claims being settled, as well as
26 the impediments to recovery, to make an independent assessment of the reasonableness of the terms to
27 which the Parties have agreed.

28 5. The Court also finds that settlement now will avoid additional and potentially substantial

1 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

2 6. The Court preliminarily approves the Settlement Agreement, including all the terms and
3 conditions set forth therein and the Gross Settlement Amount and allocation of payments.

4 7. The rights of any potential dissenters to the proposed Settlement are adequately protected
5 in that they may exclude themselves from the Settlement and proceed with any alleged claims they may
6 have against Defendant, or they may object to the Settlement and appear before this Court. However, to
7 do so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action
8 Settlement.

9 8. The Court approves, as to form and content, the proposed Notice of Class Action
10 Settlement (“Class Notice”).

11 9. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets to Class
12 Members in accordance with the schedule set forth below—which provides Class Members 60 days to opt
13 out, object, and submit disputes to their workweeks—and the other procedures described in the Settlement
14 Agreement. The Court finds that the method selected for communicating the preliminary approval of the
15 Settlement Agreement to Class Members is the best notice practicable under the circumstances, constitutes
16 due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

17 10. Plaintiffs Roberto Hernandez and Adrienne Johnson are suitable class representatives and
18 are appointed as the Class Representatives for the Class conditionally certified by this Order.

19 11. The Court appoints Carney R. Shegerian, Anthony Nguyen, and Cheryl A. Kenner of
20 Shegerian & Associates, Inc. and Matthew J. Matern, Launa Adolph, and Deanna S. Leifer of Matern
21 Law Group, PC as Class Counsel. The Court finds that counsel have demonstrable experience litigating,
22 certifying, and settling class actions, and will serve as adequate counsel for the Class conditionally
23 certified by this Order.

24 12. The Court approves and appoints CPT Group, Inc. as the Settlement Administrator.

25 13. The following dates shall govern for purposes of this Settlement:
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Date	Event
_____, 2022	Last day for Defendant to produce the Class List to the Settlement Administrator [15 calendar days from the preliminary approval order]
_____, 2022	Last day for the Settlement Administrator to mail Class Notice to all Class Members [15 calendar days from receipt of Class List]
_____, 2022	Last day for Class Members to submit Requests for Exclusion, Disputes, or Objections to the Settlement [60 calendar days from mailing of Class Notice]
_____, 2022	Last day for Settlement Administrator to provide Declaration to Class Counsel for filing with Motion for Final Approval of Class Action Settlement [7 calendar days prior to deadline to file Motion for Final Approval]
_____, 2022	Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement [at least 16 court days prior to Final Approval Hearing]
_____, 2022 at _____	Hearing on Motion for Final Approval of Class Action Settlement

14. The Court expressly reserves the right to continue or adjourn the final approval hearing from time to time without further notice to the Class Members.

IT IS SO ORDERED.

Dated: _____

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

EXHIBIT E

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Anthony Nguyen, State Bar No. 259154
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Cheryl A. Kenner. State Bar No. 305758
CKenner@Shegerianlaw.com
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Telephone Number: (310) 860-0770
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Attorneys for Plaintiff ROBERTO HERNANDEZ
and all others similarly situated and aggrieved

[Additional counsel next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiff,

vs.

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

Defendants.

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

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

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

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

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

Plaintiff,

vs.

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

Defendants.

1 Matthew J. Matern, State Bar No. 159798
MMatern@maternlawgroup.com
2 Launa Adolph, State Bar No. 227743
LAdolph@maternlawgroup.com
3 Deanna S. Leifer, State Bar No. 265840
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7 Attorneys for Plaintiff ADRIENNE JOHNSON
individually and on behalf of all others similarly situated

8 Holly R. Lake, State Bar No. 204304
9 Steve L. Hernandez, State Bar No. 229065
Ryan M. Estes, State Bar No. 294876
10 **DLA PIPER LLP**
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12 Telephone Number: (310) 595-3000
Facsimile Number: (310) 595-3300

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

10 On _____, 2021, this Court entered an Order Granting Preliminary Approval of Settlement
11 (“Preliminary Approval Order”), resulting in certification for settlement purposes of the following
12 provisional Class:

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

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

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

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

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

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

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

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

13 6. The Court finds that the following Class Members have submitted valid and timely requests
14 for exclusion from the Settlement _____.

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

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

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

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

25 11. The Court finds that Class Counsel's request for attorneys' fees in the amount of \$250,000.00,
26 which is one-third of the Gross Settlement Amount, is reasonable under the common fund method. The
27 Court awards Class Counsel \$250,000.00 in attorneys' fees to be paid from the Gross Settlement Amount,
28 to be apportioned as follows:

1 Matern Law Group, PC \$125,000.00

2 Shegerian & Associates, Inc. \$125,000.00

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

7 Matern Law Group, PC \$ _____

8 Shegerian & Associates, Inc. \$ _____

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

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

17 15. Upon the Defendant providing the Gross Settlement Amount to the Settlement Administrator,
18 Plaintiffs and all Participating Class Members of shall have, by operation of this Order and Judgment,
19 fully, finally and forever released, relinquished, and discharged the Released Parties from the following
20 Released Claims: All claims, demands, rights, liabilities and causes of action that were or could have
21 been asserted (whether in tort, contract or otherwise) for violation of the California Labor Code, the
22 California Business and Professions Code, the applicable Industrial Welfare Commission Orders or any
23 similar state or federal law, whether for economic damages, non-economic damages, liquidated damages,
24 punitive damages, restitution, penalties, other monies, or other relief based on any facts, transactions,
25 events, policies, occurrences, acts, disclosures, statements, omissions or failures to act pled or arising out
26 of or reasonably related to the facts, transactions, and occurrences pled in Hernandez's Complaint,
27 Hernandez's First Amended Complaint, Johnson's Complaint, or the Plaintiffs' operative Consolidated
28 Class Action and PAGA Representative Complaint, which are or could be the basis of claims for: (1)

1 failure to provide proper meal breaks; (2) failure to provide proper rest breaks; (3) failure to provide pay
2 minimum wages; (4) failure to provide pay overtime wages; (5) failure to pay all earned wages and
3 compensation upon termination; (6) failure to provide lawful wage statements; (7) failure to maintain
4 required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of
5 duties; (9) alleged unfair business practices; and (10) any related claims for penalties pursuant to the
6 Labor Code Private Attorneys General Act of 2004 that arose during the Class Period

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

10 17. This Judgment is intended to be a final disposition of the above captioned action in its entirety,
11 and is intended to be immediately appealable.

12 18. The clerk of the Court shall enter the final approval order and final judgment; and

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

17 20. Plaintiffs shall file a final report regarding distribution of the settlement funds by

18 _____.

19 21. Final judgment is hereby entered.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

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