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23 SUPERIOR COURT OF THE STATE OF CALIFORNIA

24 COUNTY OF LOS ANGELES

25 ANDRE MARKHAM, individually, and
26 on behalf of other members of the general
27 public similarly situated;

28 Plaintiff,

v.

CCL TUBE, INC., a Delaware corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No. 20STCV40725

Assigned to: Hon. Elihu M. Berle,
Dept. 6

**JOINT STIPULATION OF CLASS
SETTLEMENT AND RELEASE**

Complaint Filed: October 21, 2020

1 This Joint Stipulation of Class Settlement and Release (“Stipulation of Settlement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiff Andrew Markham
3 (“Plaintiff” or “Class Representative”) and CCL Tube, Inc. (“CCL” or “Defendant”), and is
4 subject to the terms and conditions herein and the approval of the Court. Plaintiff and CCL are
5 collectively referred to “the Parties.”

6 **BACKGROUND AND RECITALS**

7 1. On or about October 21, 2020, Plaintiff filed a class action lawsuit in Los Angeles
8 Superior Court, entitled *Andre Markham v. CCL Tube, Inc.*, Case No. 20STCV40725 (“the
9 Lawsuit”). On or about March 8, 2021, Plaintiff filed a First Amended Complaint to add a cause
10 of action pursuant to the California Private Attorneys General Act, Labor Code section 2699, *et*
11 *seq.* The Lawsuit alleges that Plaintiff and other current and former non-exempt employees of
12 CCL have experienced various wage and hour violations. Specifically, the operative complaint
13 alleges claims for unpaid wages, unpaid overtime compensation, failure to provide meal periods
14 and rest breaks, wage statement violations, expense reimbursement, untimely payment of
15 employees’ final wages, penalties under the Labor Code Private Attorneys General Act of 2004
16 (“PAGA”), violation of California Business and Professions Code section 17200, *et seq.* for the
17 underlying Labor Code violations, and attorneys’ fees and costs.

18 2. On December 7, 2021, the Parties mediated the Lawsuit before Steven Serratore, an
19 experienced class action mediator. The Parties ultimately accepted the mediator’s proposal
20 following an all-day mediation.

21 3. For purposes of this Settlement Agreement, the “Settlement Class” shall consist of
22 all “Class Members.” “Class Members” are defined as:

23 “All current and former non-exempt direct and temporary staffing agency
24 employees who worked at CCL Tube in California at any time during the period
25 from October 21, 2016 through February 10, 2022.”

26 4. For purposes of the settling the PAGA claim, the PAGA Representative Group is
27 defined as follows:
28

1 “All current and former non-exempt direct and temporary staffing agency
2 employees who worked at CCL Tube in California at any time during the period
3 from August 13, 2019 through the earlier of the date of preliminary approval or
4 February 10, 2022.”

5 5. For purposes of settling the Lawsuit, the Parties conditionally stipulate and agree
6 that the requisites for establishing class certification with respect to the Settlement Class have been
7 met and are met, and therefore, stipulate to class certification. More specifically, the Parties
8 conditionally stipulate and agree that, for the Settlement Class:

9 a. The number of Class Members is so numerous as to make it impracticable
10 to join all Class Members.

11 b. There is an ascertainable class.

12 c. There are common questions of law and fact.

13 d. Plaintiff’s claims are typical of the claims of the Settlement Class.

14 e. Justice Law Corporation should be deemed “Class Counsel” and will fairly
15 and adequately protect the interests of the Settlement Class.

16 f. Plaintiff Andre Markham should be appointed as representative of the
17 Settlement Class and will fairly and adequately represent the interests of the Settlement Class
18 (“Named Plaintiff” or “Class Representative”).

19 g. The prosecution of separate actions by individual members of the
20 Settlement Class would create the risk of inconsistent or varying adjudications, which would
21 establish incompatible standards of conduct.

22 h. Questions of law and fact common to the members of the Settlement Class
23 predominate over questions affecting individual members in the Settlement Class and a class
24 action is superior to other available means for the fair and efficient adjudication of the
25 controversy.

26 6. CCL denies any liability or wrongdoing of any kind associated with the claims
27 alleged in the operative Complaint and further denies that, for any purpose other than settling the
28 Lawsuit, this action is appropriate for class treatment. CCL contends, among other things, that it

1 has complied at all times with the California Labor Code and all applicable federal and California
2 laws.

3 7. Plaintiff believes that he has filed a meritorious action and that class certification is
4 appropriate of the claims asserted in the Lawsuit. Plaintiff contends that CCL violated
5 California's wage and hour laws and that this case is appropriate for class certification as the
6 requisites for class certification can be satisfied in this case.

7 8. The Settlement is made in compromise of disputed claims. It is the desire of the
8 Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that
9 exist between them arising from the factual allegations that underlie the Lawsuit concerning the
10 alleged wage and hour violations, including but not limited to Plaintiff's claims for unpaid wages,
11 unpaid overtime compensation, failure to provide meal periods and rest breaks, wage statement
12 violations, expense reimbursement, untimely payment of employees' final wages, PAGA
13 penalties, and violation of California Business and Professions Code section 17200, *et seq.* In
14 order to achieve a full and complete release of CCL (and the "Releasees" as defined in Paragraph
15 9) of such disputes and claims, the Class Representative and Class Members (which include any
16 legal heirs and/or successors-in-interest of each Class Member who receives Notice), through
17 execution of the Stipulation of Settlement, acknowledge that this Stipulation of Settlement is
18 intended to include in its effect the entirety of the Released Class Claims, as more fully described
19 in Paragraphs 23 and 24 of this Stipulation of Settlement.

20 9. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
21 full and complete settlement and release of all claims described in Paragraphs 23 and 24 of this
22 Stipulation of Settlement. This release shall include in its effect not only CCL, but also its
23 affiliates (including but not limited to Affluent Staffing, LLC and BaronHR), subsidiaries, parent
24 companies, related companies, owners, partners, officers, directors, managers, servants, agents,
25 employees, former employees, representatives, and attorneys, past or present, and all persons
26 acting under, by, though, or in concert with any of them (collectively, the "Releasees").
27
28

1 **TERMS OF SETTLEMENT**

2 10. Overview of Payment Structure. This settlement shall consist of a Gross Fund
3 Value which, in turn, is comprised of a Net Fund Value for the class, an award of attorneys' fees
4 and costs, an award of administration expenses, an enhancement award to the Named Plaintiff for
5 his service as the class representative, and a payment to the Labor Workforce Development
6 Agency ("LWDA") to extinguish any PAGA claims arising within the scope of the release.
7 Further specifics are provided below.

8 11. Gross Fund Value. CCL shall pay a sum not to exceed FIVE HUNDRED AND
9 EIGHTY THOUSAND DOLLARS (\$580,000) (the "Gross Fund Value" or "GFV") to fund the
10 settlement of this action. Payments by CCL pursuant to this Settlement Agreement shall settle all
11 pending issues between the Parties. The settlement payments are not being made for any other
12 purpose and will not be construed as compensation for purposes of determining eligibility for any
13 health and welfare benefits or unemployment compensation. Notwithstanding any other provision
14 of this Settlement Agreement, CCL shall be separately responsible for paying any appropriate and
15 lawfully required employer-side payroll taxes for the settlement amounts allocated to wages as
16 described in Paragraph 14(e).

17 12. Amounts Paid from the Gross Fund Value:

18 a. Attorneys' Fees and Costs: Subject to review and final approval by the
19 Court, CCL agrees that Class Counsel may apply for a total fee award of ONE HUNDRED
20 NINETY THREE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND
21 THIRTY THREE CENTS (\$193,333.33), for reasonable attorneys' fees (representing 1/3 of the
22 Gross Fund Value), and an additional amount to reimburse actual litigation costs incurred by Class
23 Counsel of up to Twenty Thousand Dollars (\$20,000). Any fee and cost award granted shall be
24 taken from the Gross Fund Value. If a lower amount is awarded, the difference will be allocated
25 to the Net Fund Value.

26 b. Enhancement Award: In further consideration for settling this matter and in
27 exchange for the release of all claims by the Settlement Class, and subject to final approval, CCL
28 agrees that Class Counsel may apply for a class member enhancement for the Named Plaintiff to

1 compensate him for his time, risk and effort on behalf of the class. The enhancement award is in
2 addition to the claim share to which Named Plaintiff is otherwise entitled as a Qualified Claimant.
3 CCL agrees that Plaintiff may apply for an enhancement award not to exceed TEN THOUSAND
4 DOLLARS (\$10,000). Any enhancement award granted shall be taken from the Gross Fund
5 Value. If a lower amount is awarded for this enhancement, the difference between the maximum
6 indicated above and the actual award will be allocated to the Net Fund Value.

7 c. Administration Costs: Costs required to administer the settlement will also
8 be paid from the GFV. The Parties have agreed to use Phoenix Class Action Administrator
9 Solutions as claims administrator for the class with an expectation that the total amount charged by
10 Phoenix will be approximately EIGHT THOUSAND DOLLARS (\$8,000). The administration
11 duties shall include, without limitation, mailing Notices, translation services, calculating awards,
12 processing requests for exclusion and objections, performing necessary skip traces on Notices
13 returned as undeliverable, mailing Class Member settlement checks, issuing any required tax
14 reporting forms, and providing weekly status reports to Counsel for the Parties, among other tasks
15 set forth in this Stipulation. To the extent the administration costs are lower than anticipated, the
16 difference will be allocated to the Net Fund Value.

17 d. PAGA Payment: The Parties agree that a total of TWENTY FIVE
18 THOUSAND DOLLARS (\$25,000) shall be allocated from GFV to pay the PAGA settlement to
19 the PAGA Representative Group. 75% of this sum will be sent to the Labor Workforce
20 Development Agency and 25% will be allocated among the PAGA Representative Group
21 proportionally, based on the number of workweeks each member of that group worked during the
22 period between August 13, 2019, through February 10, 2022. The PAGA Representative Group
23 members shall not be required to make claims but shall simply be delivered a check for their share
24 of the PAGA settlement when class payments are delivered after final approval of the settlement.
25 The Parties agree that Plaintiff will submit this Joint Stipulation of Settlement to the LWDA,
26 concurrent with the filing of the Motion for Preliminary Approval. Upon final approval of the
27 settlement, Class Counsel will also submit a copy of any judgment or any other order providing
28 for an award of civil penalties to the LWDA, in conformity with Labor Code Section 2699(1).

1 e. Remaining Net Fund Value for Class: After all payments of attorneys' fees
2 and costs, the class representative enhancement, administrative costs, and PAGA payments are
3 deducted from the Gross Fund Value, the remaining portion, the "Net Fund Value" or "NFV,"
4 shall be distributed to class members who do not affirmatively exclude themselves from the
5 settlement, as discussed below.

6 f. Claims Process: Class Members shall receive notice of the action and may
7 exclude themselves or "opt out" if they do not want to participate in the settlement. In
8 consideration for settlement and a release of all claims of the Settlement Class against CCL, each
9 Class Member who does not timely "opt out" ("Qualified Claimant") will receive a share of the
10 NFV. Class Members are not required to submit a claim form in order to receive payment under
11 the Settlement Agreement.

12 g. Formula to Distribute the Net Fund Value: In consideration for settlement
13 and a release of all claims of the Settlement Class against CCL, Class Members shall receive a
14 portion of the NFV on a pro-rata basis. The allocation among the Class Members shall be
15 determined by dividing the entire NFV by the total number of workweeks for all Class Members
16 combined from October 21, 2016 through the earlier of the date of preliminary approval or
17 February 10, 2022 (the "Class Period"). The resulting amount shall be the Workweek Amount.
18 Plaintiff and each Class Member shall receive a pro rata value equal to the number of workweeks
19 worked during the class period multiplied by the Workweek amount.

20 13. Settlement Date: The settlement embodied in this Stipulation of Settlement shall
21 go into effect upon entry of a final Judgment by the Court approving this Stipulation of Settlement
22 and funding of the Settlement Funds.

23 14. Funding and Payout of Settlement Funds

24 a. Payment Procedure to Claims Administrator: The "Effective Date" of the
25 Settlement Agreement will be the date the Court issues its order granting final approval if no
26 objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken
27 of the final approval order, then the Effective Date of final approval will be sixty-five (65) days
28 after the trial court enters final approval. If an appeal is taken from the Court's overruling of

1 objections to the settlement, then the Effective Date of final approval will be ten (10) business
2 days after the appeal is withdrawn or after an appellate decision affirming the final approval
3 decision becomes final. No money will be distributed unless and until the Effective Date of final
4 approval occurs. No later than thirty (30) calendar days after the Effective Date, CCL will issue to
5 the Settlement Administrator the payment of the GFV and the employer-side taxes for the
6 Qualified Claimants' wage payments. No money will be distributed unless and until the Effective
7 Date of final approval occurs, and appeals, if any, are exhausted.

8 b. The settlement administrator shall hold the foregoing funds in an interest-
9 bearing Qualified Settlement Fund ("QSF") at an FDIC-insured banking institution from which
10 the settlement administrator will have the authority to distribute money in accordance with the
11 terms of this Settlement Agreement. The QSF shall be used to pay all the claims, PAGA
12 penalties, and Court-approved attorneys' fees, costs, and the enhancement award without the need
13 for a claim form.

14 c. The Claims Administrator will mail settlement checks to Qualified
15 Claimants no later than fourteen (14) calendar days after receiving the payment from CCL.
16 Payments will be made at this same time for attorneys' fees, costs, the PAGA claim, and the
17 Named Plaintiff enhancement award. Qualified Claimants shall have 180 days after mailing by
18 the Claims Administrator to cash their settlement checks.

19 d. Should there remain any residual from the Gross Fund Value after all
20 payments are made under this Settlement Agreement, for example, if any settlement checks
21 remain uncashed more than 180 calendar days after mailing, all uncashed settlement checks shall
22 be sent to the California State Controller's Unclaimed Property Fund in the name of the Class
23 Member.

24 e. Tax Treatment of Settlement Payments: The Parties have determined that
25 ten percent (10%) of the amount distributed to each Qualified Claimant will be treated as wages,
26 subject to IRS Form W-2 reporting and, therefore, normal payroll taxes and withholdings will be
27 deducted pursuant to state and federal law, and CCL will make all required payroll tax
28 contributions (e.g., FICA, FUTA). Contingent upon a Qualified Claimant cashing his/her

1 settlement payment, the payment representing back wages will be reported to the IRS and the
2 Qualified Claimant under the Qualified Claimant name and social security number on an IRS
3 Form W-2. Ninety percent (90%) of the of the amount distributed to each Qualified Claimant will
4 be treated as penalties or interest sought in the Lawsuit. Contingent upon a Qualified Claimant
5 cashing his/her settlement payment, the payment representing penalties and interest shall be
6 reported to the IRS and the Qualified Claimant under the Qualified Claimant's name and social
7 security number on an IRS Form 1099 to the extent required by law. CCL will pay the employer's
8 share of payroll taxes, which will be paid separate and in addition to the Gross Fund Value. In the
9 event of an audit of CCL by any state or federal government agency, or if any tax authority should
10 dispute the characterization of this compensation, CCL reserves all rights to indemnification
11 permitted by law. This Settlement Agreement does not constitute legal advice by counsel for any
12 of the parties to this agreement concerning any federal, state or local tax issue. To the extent this
13 Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice
14 regarding any federal, state or local tax issue, such advice is not intended or written to be used,
15 and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

16 f. Resolution of Disputes Relating to Amounts Owed to a Claimant: If a
17 Qualified Claimant timely disputes CCL's records as to the proper size of his or her claim, the
18 Parties' counsel will make a good faith effort to resolve the dispute informally. If counsel for the
19 Parties cannot agree, the dispute shall be submitted to the Court, who shall examine the records in
20 an attempt to resolve the dispute. CCL's records shall control unless CCL expressly agrees
21 otherwise in an individual case. In any event, counsel will make every effort to resolve any such
22 disputes without Court intervention prior to final approval of this Settlement Agreement.

23 **NOTICE TO THE CLASS**

24 15. The Parties agree that within five (5) business days after the latter of Court issuing
25 an order granting preliminary approval of this settlement or court approval of settlement notice to
26 the class, CCL will provide to the Claims Administrator all of the following information about
27 each Class Member in Excel format ("Class Data List"): (1) name, (2) last known address and
28

1 telephone number, (3) Social Security number, and (4) the class member's dates of employment or
2 number of workweeks worked during the relevant time periods.

3 16. Within five (5) business days after receipt of the "Class Data List," the Claims
4 Administrator will send Class Members, by first-class mail to their last known address, the Court-
5 approved Notice of Pendency of Class Action ("Notice"), in the form which will be attached
6 hereto as Exhibit "A." The Notice will also include the calculation of each Class Member's
7 workweeks and corresponding settlement allocation.

8 **CLAIMS ADMINISTRATION PROCESS**

9 17. Class Members will have forty-five (45) days from the date of the Notices to
10 postmark their objections or written requests for exclusion to the Claims Administrator. To be
11 valid, requests for exclusion must comply with the instructions in the Notice and must state, in
12 effect, that the Class Member does not wish to participate in the settlement of this action. In
13 addition, any request must include the Class Member's first and last name, signature, address,
14 phone number, and last four digits of social security number for verification purposes. A Class
15 Member who excludes himself or herself from the settlement shall not be bound by the Settlement
16 Agreement, will not receive payment from the Settlement Agreement, and shall not have standing
17 to object to the Settlement Agreement.

18 Any objections submitted by Class Members must include the Class Members' first and
19 last name, signature, address, phone number, last four digits of their social security number, and
20 must state the basis for the objection. Class Members may appear and speak at the Final Approval
21 hearing regardless of whether they have submitted a written objection. If a Class Member fails to
22 submit a written objection or appear at the Final Approval hearing to make an oral objection, the
23 Class Member will be deemed to have waived all objections and will be foreclosed from making
24 any future objections – whether by appeal or otherwise, to the Settlement Agreement.

25 If any Notices are returned to the Claims Administrator as undeliverable, the Claims
26 Administrator shall re-mail the Notice to any forwarding address affixed thereto within three (3)
27 calendar days. If no forwarding address is provided with the returned Notice, the Claims
28 Administrator will perform skip-traces on returned mail and re-mail the Notice to an updated

1 address (if any) as soon as possible upon return of the undeliverable Notice, but no later than ten
2 (10) calendar days of receiving notice that a Notice was undeliverable. Those Class Members who
3 are sent a re-mailed Notice, whether by forwarding, skip-trace, or request, shall have an additional
4 fifteen (15) calendar days to postmark a request for exclusion or objection. It is the intent of the
5 Parties that reasonable means be used to locate Class Members since all Class Members who do
6 not request exclusion are entitled to receive their proportionate share of the NFV.

7 18. Within ten (10) calendar days after receipt by the Claims Administrator of each
8 timely-submitted request for exclusion, the Claims Administrator will send a deficiency notice to
9 the Class Members for any irregularities in any request for exclusion (such as failure to sign or
10 include last four digits of Social Security Number). The deficiency notice will provide the Class
11 Members no more than fourteen (14) calendar days from the mailing of the deficiency notice to
12 postmark a written response to cure all deficiencies. The failure of a Class Member to cure all
13 deficiencies in a timely manner shall invalidate a request for exclusion and will not be subject to
14 cure.

15 19. CCL will provide the Claims Administrator with the Class List in an Excel
16 spreadsheet that the Claims Administrator will use to calculate each Class Member's share of the
17 NFV based on information contained in its timekeeping and/or payroll systems. The Claims
18 Administrator will certify jointly which request for exclusion forms, if any, were timely
19 postmarked. The Claims Administrator shall be responsible for calculating the payments, issuing
20 the payments and any required tax reporting forms, and for communicating this information to
21 CCL and Class Counsel. Upon completion of its calculation of payments, the Claims
22 Administrator shall provide Plaintiff and CCL with a report listing the amount of all payments to
23 be made to each Qualified Claimant. Proof of payment will be filed with the Court and provided
24 to the Parties' counsel.

25 20. To the extent any Class Member requests exclusion from the settlement, their
26 unclaimed portion shall effectively be reallocated to the NFV based on the formula used to
27 calculate individual payments to Qualified Claimants.
28

1 **RIGHT TO RESCISSION IN THE EVENT OF EXCESS OPT-OUTS OR INCREASE IN**
2 **WORKWEEKS**

3 21. Notwithstanding any other provision of this Stipulation of Settlement, CCL shall
4 retain the right, in the exercise of its sole discretion, to nullify and rescind the settlement within
5 ten (10) days of expiration of the opt-out deadline, if a total of ten percent (10%) or more of the
6 Class Members opt out of the settlement. All signatories and their counsel must not encourage
7 opt-outs or objections to this agreement. The Parties specifically agree not to solicit opt-outs,
8 directly or indirectly, through any means. In the event of such a rescission, no party may use the
9 fact that the Parties agreed to settle this case as evidence of CCL's liability in this Lawsuit or the
10 lack thereof. If CCL exercises its right to rescind the settlement it will be solely responsible for
11 the Claims Administrator's costs incurred up to that date.

12 22. CCL represents that the actual weeks worked by the Class Members during the
13 Class Period is approximately 37,000 or less. In the event that the actual number of workweeks
14 worked by all Class Members during the Class Period increases by 10% or more than 37,000
15 workweeks, then CCL shall increase the maximum settlement amount on a proportional basis (i.e.,
16 for every workweek above 40,700, the maximum settlement amount shall increase proportionally).

17 **RELEASE OF CLAIMS**

18 23. Released Claims By Class Members: Upon final approval by the Court, the
19 Settlement Class and each Class Member (with the exception of those who submit a request for
20 exclusion), will release CCL and the Releasees from the "Released Class Claims" defined as any
21 and all claims asserted in the operative Complaint and any other claims that could have been
22 asserted based on the same cited statutes or arising from or related to the facts alleged in the
23 operative Complaint, including, but not limited to, any claims for (a) alleged violations of
24 California Labor Code §§ 1194, 1194.2, 1197, and 1197.1 for failure to pay minimum wage;
25 (b) alleged violations of California Labor Code §§ 510 and 1198 for failure to pay overtime
26 wages; (c) alleged violations of California Labor Code §§ 226.7 and 512 for failure to provide
27 meal periods; (d) alleged violations of California Labor Code § 226.7 for failure to provide rest
28 periods; (e) alleged violations of California Labor Code §§ 201-203 including, but not limited to,

1 failure to pay final wages timely, or penalties for untimely final wages; (f) alleged violations of
2 California Labor Code § 226 for failure to provide accurate wage statements; (g) alleged violations
3 under California Labor Code § 2802 for failure to reimburse business expenses; (h) alleged
4 violations of California Business and Professions Code § 17200 *et seq*; (i) PAGA penalties for the
5 underlying alleged Labor Code violations that were pled in Plaintiff's letter to the LWDA dated
6 August 13, 2020; and (j) any claims for unpaid wages or overtime compensation, penalties,
7 liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other
8 relief that could have been alleged based on the facts alleged in the Operative Complaint (the
9 "Released Claims"). The Released Claims include any claims within the above scope arising on
10 or before February 10, 2022. This release excludes the release of claims not permitted by law. It
11 is the intent of the Parties that the judgment entered by the Court upon final approval of the
12 Settlement Agreement shall have *res judicata* effect and be final and binding upon Plaintiff and all
13 Class Members who have not expressly requested to be excluded from the Settlement Agreement.

14 24. Released Claims By Named Plaintiff: Except as specified herein, the Named
15 Plaintiff fully releases and discharges the Released Parties, from any and all actions, causes of
16 action, obligations, costs, expenses, damages, penalties, losses, claims, liabilities, suits, debts,
17 demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in
18 equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or
19 nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence from the
20 beginning of time to the date of execution hereof, including but not limited to any claims or causes
21 of action arising out of or in any way relating to his employment or that have been or could have
22 been made in the Lawsuit (the "Named Plaintiff's Released Claims"). Nothing in this Settlement
23 Agreement precludes the Named Plaintiff from filing an administrative charge or otherwise
24 communicating with any federal, state, or local government office, official, or agency, including
25 but not limited to the EEOC or DFEH. However, he agrees to never to seek or accept any
26 monetary or other damages, remedies, or other relief for himself personally with respect to any
27 claim released by this Settlement Agreement.

1 The Named Plaintiff's Released Claims include any unknown claims that he does not
2 know or suspect to exist in his favor at the time of the release, which, if known by him, might have
3 affected his settlement with, and release of, the Released Parties, or might have affected his
4 decision not to object to this Settlement Agreement. With respect to the Named Plaintiff's
5 Released Claims, the Named Plaintiff stipulates and agrees that, upon final approval by the Court,
6 he shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived
7 and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits
8 afforded by Section 1542 of the California Civil Code, or any similar provision under federal or
9 state law, and does so understanding the significance of that waiver. Section 1542 provides:

10 **"A general release does not extend to claims that the creditor or releasing**
11 **party does not know or suspect to exist in his or her favor at the time of**
12 **executing the release and that, if known by him or her, would have materially**
13 **affected his or her settlement with the debtor or released party."**

14 The Named Plaintiff further acknowledges and agrees that he releases and waives any right
15 to become, and promises not to consent to become, a class member in any case in which claims are
16 asserted against the Released Parties, including those that are related in any way to his
17 employment with or termination from CCL and for which claims arise from the beginning of time
18 to the date of execution hereof. The Named Plaintiff also acknowledges and agrees that he will
19 not assist, or in any way participate in any other proceeding against Released Parties, except as
20 required by law.

21 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

22 25. The Parties shall promptly submit this Stipulation of Settlement to the Court in
23 support of a request for preliminary approval and determination by the Court as to its fairness,
24 adequacy, and reasonableness. Plaintiff's counsel will provide CCL's counsel a draft of the
25 motion for preliminary approval prior to filing. Promptly upon execution of this Stipulation of
26 Settlement, the Parties shall apply to the Court for the entry of a preliminary order, substantially in
27 the form attached hereto as Exhibit "B," which would accomplish the following:
28

- 1 a. Scheduling a final fairness hearing on the question of whether the proposed
2 settlement, the Class Representative's enhancement award, the PAGA payment, and the requested
3 attorneys' fees and costs should be finally approved as fair, reasonable, and adequate as to the
4 Class Members;
- 5 b. Certifying a Settlement Class for all claims;
- 6 c. Certifying this action under California law as a class action for purposes of
7 settlement;
- 8 d. Approving as to form and content the proposed Notice;
- 9 e. Directing the mailing of the Notice, by first-class mail, to the Class
10 Members;
- 11 f. Preliminarily approving the settlement subject only to the objections of
12 Class Members and final review by the Court; and
- 13 g. Preliminarily approving the use of a mutually agreed Claims Administrator
14 not to exceed \$10,000.

15 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

- 16 26. Following final approval of the settlement provided for in this Stipulation of
17 Settlement, Class Counsel will submit a proposed final order and Judgment, substantially in the
18 form attached hereto as Exhibit "C":
- 19 a. Approving the settlement, adjudging the terms thereof to be fair, reasonable,
20 and adequate, and directing consummation of its terms and provisions;
- 21 b. Approving Class Counsel's application for an award of attorneys' fees and
22 costs;
- 23 c. Approving the Class Representative's enhancement award;
- 24 d. Approving the payments for PAGA and the Claims Administrator's fees
25 from the Gross Fund Value; and
- 26 e. Barring all members of the Settlement Class from prosecuting against
27 Releasees any of the Released Class Claims.
- 28

1 **PARTIES' AUTHORITY**

2 27. The signatories hereto hereby represent that they are fully authorized to enter into
3 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions hereof.

4 **MUTUAL FULL COOPERATION**

5 28. The Parties agree fully to cooperate with each other to accomplish the terms of this
6 Stipulation of Settlement, including but not limited to, execution of such documents and to take
7 such other action as may reasonably be necessary to implement the terms of this Stipulation of
8 Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all
9 efforts contemplated by this Stipulation of Settlement and any other efforts that may become
10 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the
11 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,
12 Class Counsel shall, with the assistance and cooperation of CCL and its counsel, take all necessary
13 steps to secure the Court's final approval of this Stipulation of Settlement.

14 **NO PRIOR ASSIGNMENTS**

15 29. The Parties hereto represent, covenant, and warrant that they have not directly or
16 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
17 person or entity any portion of any liability, claim, demand, action, cause of action, or rights
18 herein released and discharged except as set forth herein.

19 **NO ADMISSION**

20 30. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
21 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
22 the part of CCL. CCL specifically denies any liability. Each of the Parties hereto has entered into
23 this Stipulation of Settlement with the intention to avoid further disputes and litigation with the
24 attendant inconvenience and expenses.

25 **PUBLICITY**

26 31. Plaintiff and Class Counsel agree that they will not make any disparaging
27 comments about CCL relating to this Stipulation of Settlement of this class action or disclose the
28 negotiations of the Stipulation of Settlement. Plaintiff and Class Counsel shall only disclose

1 matters of public record. Plaintiff and Class Counsel agree that they will keep this Stipulation of
2 Settlement confidential until notice of the Stipulation of Settlement is mailed to the class.
3 Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms
4 of the Stipulation of Settlement, other than in court filings. Class Counsel will take all steps
5 necessary to ensure Plaintiff is aware of, and will adhere to, the restrictions against any public
6 disclosure of the Stipulation of Settlement. This provision shall not prohibit Class Counsel from
7 communicating with members of the Class or from disclosing the terms of the Stipulation of
8 Settlement in declarations submitted to any court or tribunal for purposes of establishing Class
9 Counsel's adequacy.

10 **NO RETALIATION**

11 32. CCL agrees that there will be no retaliation, discrimination or adverse employment
12 action against the Plaintiffs or any member of the Settlement Class as a result of this Lawsuit, the
13 Stipulation of Settlement, or their participation therein.

14 **CONSTRUCTION**

15 33. The Parties hereto agree that the terms and conditions of this Stipulation of
16 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and
17 that this Stipulation of Settlement shall not be construed in favor of or against any party by reason
18 of the extent to which any party or his, her, or its counsel participated in the drafting of this
19 Stipulation of Settlement.

20 **CAPTIONS AND INTERPRETATIONS**

21 34. Paragraph titles or captions contained herein are inserted as a matter of convenience
22 and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of
23 Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and
24 not merely a recital.

25 **MODIFICATION**

26 35. This Stipulation of Settlement may not be changed, altered, or modified, except in
27 writing and signed by the Parties hereto, and approved by the Court. This Stipulation of
28

1 Settlement may not be discharged except by performance in accordance with its terms or by a
2 writing signed by the Parties hereto.

3 **INTEGRATION CLAUSE**

4 36. This Stipulation of Settlement contains the entire agreement between the Parties
5 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
6 agreements, understandings, representations, and statements, whether oral or written and whether
7 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived
8 except in writing.

9 **BINDING ON ASSIGNS**

10 37. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
11 Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

12 **CLASS COUNSEL SIGNATORIES**

13 38. The Parties agree that it is impossible or impractical to have each Class Member
14 execute this Stipulation of Settlement. The Notice, Exhibit "A," will advise all Class Members of
15 the binding nature of the release and such shall have the same force and effect as if this Stipulation
16 of Settlement were executed by each Class Member.

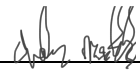
17 **COUNTERPARTS**

18 39. This Stipulation of Settlement may be executed in counterparts, and when each
19 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
20 original, and, when taken together with other signed counterparts, shall constitute one Stipulation
21 of Settlement, which shall be binding upon and effective as to all Parties.

22 **Named Plaintiff and Class Representative**

23 Dated: 01/17/2022

Andre Markham

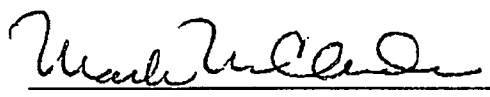
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Defendant

Dated: Jan 30, 2022

CCL Tube, Inc.

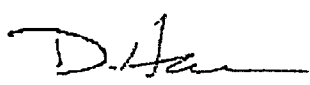

Signature

APPROVED AS TO FORM AND CONTENT

Plaintiff's Counsel

Dated: January 17, 2022

JUSTICE LAW CORPORATION

By: 
Attorneys for Plaintiff

Defendant's Counsel

Dated: February 8, 2022

SHEPPARD MULLIN RICHTER &
HAMPTON LLP

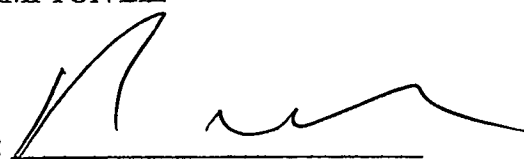
By: 
Attorneys for Defendant

EXHIBIT A

Markham v. CCL Tube, Inc.
Los Angeles County Superior Court, Case No. 20STCV40725

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

IMPORTANT: YOU ARE MOST LIKELY ENTITLED TO MONEY IF THE COURT APPROVES A CLASS SETTLEMENT AND YOU FOLLOW THE PROCEDURES EXPLAINED BELOW

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,

YOUR RIGHTS, AND OPTIONS FOR YOU TO CONSIDER

If you worked at CCL Tube, Inc. (“CCL Tube”) either directly or through a temporary staffing agency as a non-exempt employee d in California at any time during the period from October 21, 2016 through February 10, 2022, THEN YOU MAY RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY.

WHAT THIS NOTICE CONTAINS

I.	What is the purpose of this Notice?	Page 2
II.	Why does Plaintiff seek settlement approval?	Page 2
III.	What is CCL Tube’s position on settlement?	Page 2
IV.	Why did I get this Notice?	Page 2
V.	Who are the attorneys representing the parties?	Page 3
VI.	What is the proposed settlement?	Page 3
VII.	What are my rights with regard to this matter?.....	Page 4
VIII.	Whom can I contact if I have further questions?	Page 5

I. What is the purpose of this Notice?

The purpose of this Notice is to let you know that there is a class action lawsuit pending in the Los Angeles County Superior Court, and that you may be a member of the class and may be entitled to a payment as part of the settlement of the lawsuit. On or about March 8, 2021, Plaintiff filed the operative complaint in the lawsuit against CCL Tube and asserted claims for (1) unpaid wages, (2) unpaid overtime compensation, (3) failure to provide meal periods and rest breaks, (4) wage statement violations, (5) expense reimbursement, (6) untimely payment of final wages, (7) penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), and (8) violation of California Business and Professions Code section 17200, *et seq.*

The Parties to the lawsuit participated in a mediation and have agreed to settle the matter. On April 6, 2022, in Department 6 of the Los Angeles Superior Court, the Court held a hearing in which it approved the Parties’ motion for a court order that:

- 1.) temporarily and conditionally certifies the class action for settlement purposes only;
- 2.) grants preliminary Court approval of the proposed settlement;
- 3.) grants Court approval of this Notice, which includes setting a schedule and procedure for filing requests for exclusion; and
- 4.) schedules a Final Fairness Determination Hearing for final Court approval of the settlement for [date of final approval], ____ : ____ a.m. in Department 6 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. The hearing may be continued (moved to another date) without further notice to the Settlement Class. It is not necessary for you to appear at the Final Fairness Determination Hearing unless you have timely filed an objection with the Court.

II. Why does Plaintiff seek settlement approval?

Plaintiff Andre Markham seeks approval of the settlement because he has reached a proposed settlement with CCL Tube that he believes to be fair, reasonable, adequate, and in the best interests of the members of the Class and all parties.

III. What is CCL Tube’s position on settlement?

CCL Tube views this settlement as a compromise. It is not admitting to the allegations in the case. CCL Tube denies that any of its practices at issue in this lawsuit were or are unlawful, and CCL Tube reserves the right to object to all claims if the settlement fails for any reason.

IV. Why did I get this Notice?

You received this Notice because CCL Tube’s records identify you as a member of the Class. The “Settlement Class” shall consist of all “Class Members” who fail to exclude themselves (“opt-out”) from the settlement. “Class Members” are defined as:

“All current and former non-exempt direct and temporary staffing agency employees who worked at CCL Tube in California at any time during the period from October 21, 2016 through February 10, 2022.”

V. Who are the attorneys representing the Parties?

Class Counsel

Douglas Han
Shunt Tatavos-Gharajeh
Phillip S. Song

JUSTICE LAW CORPORATION

751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Phone: (818) 230-7502/Fax: (818) 230-7259

Counsel for Defendant

Ronda D. Jamgotchian
Paul Berkowitz

SHEPPARD MULLIN LLP

1901 Avenue of the Stars, Suite 1600
Los Angeles, California 90067
Phone: (310) 228-3700/Fax: (310) 228-3701

VI. What is the proposed settlement?

Under the Joint Stipulation of Class Settlement and Release between Plaintiff and CCL Tube (“Stipulation of Settlement” or “Settlement Agreement”), CCL Tube has agreed to pay \$580,000.00 to settle the claims asserted in this lawsuit. This amount includes the following allocations: (i) payments to members of the Settlement Class who do not opt-out, (ii) an enhancement payment to the named Plaintiff of up to \$10,000.00, (iii) Class Counsel’s attorney’s fees of up to \$193,333.33 plus litigation costs up to \$20,000.00, (iv) approximately \$8,000.00 for costs incurred by the Claims Administrator, and (v) a \$25,000 allocation to penalties under the Labor Code Private Attorneys General Act (“PAGA”), \$18,750.00 of which is paid to the State of California. Following these Court-approved deductions, the remaining sum, \$ [REDACTED] the “Net Fund Value” or “NFV” will be distributed to all members of the Class who do not request to be excluded, (“Qualified Claimants”), automatically, without the need to return a claim form. Class Members will be required to keep the Claims Administrator updated of any changes in address until receipt of their settlement payment. The proposed settlement class consists of Class Members.

Class Counsel’s application for an award of attorneys’ fees and costs will be filed by March 17, 2022 and may be examined (i) online at www.lacourt.org by entering the Case No. 20STCV40725, or (ii) in person at the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012, between 8:30 a.m. and 4:30 p.m. This is a summary of the settlement provisions. The specific and complete terms of the proposed settlement are stated in the Joint Stipulation of Settlement, a copy of which can also be accessed on the Court’s website or in person at the Court.

Settlement Payment. CCL Tube has agreed to pay each Class Member who does not validly request exclusion from the Settlement (“Qualified Claimant”) through the Claims Administrator in accordance with the terms of the Settlement Agreement, after final approval of the class action settlement. These settlement payments will be distributed approximately in mid-2022.

The Net Fund Value will be distributed among Qualified Claimants on a proportional basis based upon each Qualified Claimant’s number of workweeks as a percentage of the total workweeks for all members of the Settlement Class. It is presently estimated that you will receive at least \$ [REDACTED] based on [REDACTED] weeks worked during the relevant time period. If you believe the workweeks used to calculate your award are incorrect, you may send a dispute to the Claims Administrator listed in Section VIII below. You should provide any documentation to support your dispute. The Claims Administrator will have final decision-making authority on your dispute. The actual amount of your award may vary depending upon the number of Class Members who participate in the settlement and the resolution of any disputes.

PAGA Payment. Under the terms of the Settlement, \$25,000 has been set aside as a PAGA payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Of this amount, \$18,750 will be sent to the State of California. PAGA Representative Group employees will share \$6,250 based on the number of workweeks they worked during the relevant time period.

You are in the PAGA Representative Group to share the PAGA Payment under the settlement if you are a current or former non-exempt direct or temporary staffing agency employee who worked at CCL Tube in California at any time during the period from August 13, 2019, through February 10, 2022 (“PAGA Period”).

The individual share will be calculated by determining the total number of workweeks the PAGA Representative Group employees were employed during the PAGA Period (i.e., the sum of all workweeks each PAGA Representative Group employee) and dividing that number into the \$6,250 amount allocated to PAGA Representative Group to determine the monetary value assigned to each workweek. That number will then be multiplied by the individual PAGA Representative Group employee’s total number of workweeks worked during the PAGA Period to determine that individual’s Individual PAGA Payment. Individual PAGA Payments shall be designated as 100% penalties, for which an IRS Form 1099 will issue, if applicable.

Based on your total number of workweeks, your Individual PAGA Payment is \$ [REDACTED]. You are responsible for paying any federal, state, or local taxes owed as a result of this individual PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

VII. What are my rights with regard to this matter?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One. Participate as a Class Member.

To get money from the settlement, you do not need to do anything. If you are a Class Member and you do not exclude yourself from the Class, you will be bound by the settlement. The judgment will bind all members of the Settlement Class who do not request exclusion. By participating in the settlement, you will receive payment and will release CCL Tube and other “Releasees” for all claims asserted in the First Amended Complaint on file in the case, and any other claims arising from the same factual allegations. This release will include any such claims arising up to February 10, 2022. You can get more details by examining the underlying settlement documents in the court’s file at www.lacourt.org by entering Case No. 20STCV40725.

Class Counsel, appointed and approved by the Court for settlement purposes only, will represent you at no additional cost to you. You may also consult with your own attorney at your own expense.

If the Court gives final approval to the settlement, the Claims Administrator will send you a check at a later date to the address it has on file for you. It is important that you keep the Claims Administrator informed of any changes in address until receipt of your settlement payment. A change of address form has been enclosed for your convenience.

B. Option Two. You Can Exclude Yourself (“opt-out”) from the Settlement.

If you do not wish to participate in or be bound by the settlement, you must mail to the Claims Administrator, Phoenix Class Action Administration Solutions, at the address provided below, a written request for exclusion from the Class Action Settlement, **post-marked on or before [DATE]**. Requests for exclusion must state, in effect, that you do not wish to participate in the settlement of this action. In addition, any request **must** include your first and last name, signature, address, phone number, and last four digits of your Social Security number for verification purposes.

If you request exclusion, you will not receive any money from the settlement, nor will you be considered to have released your claims alleged in the class action. If you request exclusion from the class action settlement, you may not pursue any recovery under this class action settlement. You may, however, pursue other remedies separate and apart from the class action settlement that may be available to you.

C. Option Three. You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the Settlement Class (opt-out), you may object to the settlement before final approval of the settlement by the Court. If you choose to object to the settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the settlement, or any portion of it, you may file and serve any such written objection on or before [DATE]. Alternatively, you may appear at the hearing and make the objection.

VIII. Whom can I contact if I have further questions?

The Claims Administrator for this class action settlement is as follows:

Markham v. CCL Tube, Inc.
PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS
[ADDRESS]
[TELEPHONE NUMBER]

If you have questions, you may call the Claims Administrator toll free at [TELEPHONE NUMBER]. Ask about the *Markham v. CCL Tube, Inc.* class settlement. You may also contact Class Counsel listed in Section V above. **PLEASE DO NOT CALL THE COURT OR COUNSEL FOR DEFENDANT.**

IMPORTANT:

- Due to the current pandemic, the Court may not hold a final fairness hearing in-person. You may appear at the hearing remotely through the Los Angeles Superior Court's VCourt Remote Appearances System. You cannot set up a remote appearance through the VCourt Remote Appearances System until [30 days prior to hearing] and you must set up the remote appearance more than two hours prior to the hearing. It may take time to set up the remote appearance, so provide yourself time to go through the sign up procedure. When you are ready to schedule your appearance, go to <https://lacourt.portalscloud.com/VCourt/> and click on the "Schedule" button. You will be directed to a sign in page. If you have an account, then sign in. If you do not have an account, click the link for "Sign up now" and follow the instructions to sign up for an account. Once signed in or once you finish setting up an account, you will be directed to a page to "Search For A Case." Type in "20STCV40725" in the "Enter Case Number" field and click the "Proceed to Step 2" button. On the next page, choose the "Other" check box to designate the type of "Attendee" that you are. Fill in your name in the box for "Attendee Name." Fill in "class member" in the box for "Attendee Role." Fill in your email in the boxes for "Attendee Email" and "Confirm Email." Then, fill in your phone number in the box for "Attendee Phone." For the "Party Name" menu, select "Andre Markham." Then, click on the "Proceed to Step 3" button. On the next page, click on the box for "[fill in date/time, event description]" and select audio or video from the "Appearance Type" menu. You will be charged a fee based on the type of appearance that you choose. Then, click on the "Proceed to Step 4" button. Click on the "Go to Payment Site" button. Click on the Create Credit Card Payment Authorization and fill in your credit card billing information associated with the credit card you will be using, your phone number, and email address. Click on the "Next" button. Fill in your credit card information and review the terms and conditions. If you agree, click the checkbox to agree with the terms and conditions and click the "Next" button. Verify the information and click on the "Create Payment Authorization" button. On the next page, you will be

provided the telephone number which you will use to call in to make your appearance and the conference ID number and PIN which you must use to remotely appear. Save this information and call in 10 to 15 minutes prior to [time and date for the final approval hearing]. Please monitor the Los Angeles County Superior Court's website for any updates regarding the Court's procedures regarding the pandemic.

- You must keep the Claims Administrator informed of any change of address to ensure receipt of your settlement payment.
- Settlement Payment checks will be null and void 180 days after issuance if not deposited or cashed. As to monies represented by checks that remain uncashed 180 days after the date of issuance, the Claims Administrator will pay the funds represented by such un-redeemed checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member. If your check is lost or misplaced, you should contact the Claims Administrator immediately to request a replacement.

EXHIBIT B

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10

11 ANDRE MARKHAM, individually, and on
12 behalf of other members of the general public
13 similarly situated;

14 Plaintiff,

15 v.

16 CCL TUBE, INC., a Delaware corporation;
17 and DOES 1 through 100, inclusive;

18 Defendants.
19

Case No.: 20STCV40725

Honorable Elihu M. Berle
Department 6

20 **CLASS ACTION**

21 **[PROPOSED] ORDER GRANTING**
22 **PLAINTIFF'S MOTION FOR PRELIMINARY**
23 **APPROVAL OF CLASS ACTION**
24 **SETTLEMENT, CONDITIONAL**
25 **CERTIFICATION, APPROVAL OF CLASS**
26 **NOTICE, SETTING OF FINAL APPROVAL**
27 **HEARING DATE**

28 Hearing Date: April 6, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department 6

Complaint Filed: October 21, 2020
FAC Filed: March 9, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court, the
3 Honorable Elihu M. Berle presiding, on April 6, 2022. The Court having considered the papers submitted
4 in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. The following Settlement Class is conditionally certified for purposes of settlement only:
6 all current and former non-exempt direct and temporary staffing agency employees who worked at CCL
7 Tube, Inc. (“Defendant”) in California at any time during the period from October 21, 2016, through
8 February 10, 2022 (“Settlement Class,” “Class Members,” and “Class Period”).

9 2. The Court grants preliminary approval of the settlement based upon the terms set forth in
10 the Joint Stipulation of Class Settlement and Release (“Stipulation of Settlement,” “Settlement
11 Agreement,” or “Settlement”) attached hereto as **“EXHIBIT 1.”** Capitalized terms shall have the
12 definitions set forth in the Settlement Agreement.

13 3. The settlement embodied in the Settlement Agreement appears to be fair, adequate, and
14 reasonable to the Class. The Settlement falls within the range of reasonableness and appears to be
15 presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and
16 final approval by this Court.

17 4. Plaintiff Andre Markham (“Plaintiff”) is conditionally approved as the Class
18 Representative for the Settlement Class.

19 5. Douglas Han, Shunt Tatavos-Gharajeh, and Phillip Song of Justice Law Corporation are
20 conditionally approved as Class Counsel for the Settlement Class.

21 6. A Final Approval Hearing on the question of whether the Settlement, the Attorneys’ Fees
22 and Costs, and the Enhancement Award should be finally approved as fair, reasonable, and adequate as
23 to all Class Members who do not timely opt out of the Settlement (“Qualified Claimants”) is scheduled
24 on the date and time set forth in paragraph 13 below.

25 7. The Court confirms Phoenix Class Action Administration Solutions (“Phoenix”) as the
26 Claims Administrator.

27 8. The proposed payment of Administration Costs, in an amount currently estimated to be
28 \$7,500.00, but not to exceed \$8,000.00, to Phoenix for its services is conditionally approved.

1 9. The Court also hereby conditionally approves payment from the Gross Fund Value of the
2 PAGA Payment in the amount of \$25,000.00 that the Parties have allocated to satisfy the PAGA penalties
3 claim. Seventy-five percent (75%) of the PAGA Payment (\$18,750.00) will be paid to the California
4 Labor and Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%)
5 of the PAGA Payment (\$6,250.00) shall be distributed to the aggrieved employees eligible to recover the
6 PAGA Payment, which shall consist of all current and former non-exempt direct and temporary staffing
7 agency employees who worked at CCL Tube, Inc. (“Defendant”) in California at any time during the
8 period from August 13, 2019, through February 10, 2022 (“PAGA Representative Group”), on a pro rata
9 basis.

10 10. The Court approves, as to form and content, the Notice of Pendency of Class Action
11 (“Notice”), as attached as “**EXHIBIT A**” to the Settlement Agreement. The Court also approves the
12 procedure for Class Members to participate in, to opt out of, and to object to the Settlement as set forth
13 in the Notice.

14 11. The Court directs the mailing of the Notice to all identified Class Members via first-class
15 mail in accordance with the implementation schedule set forth in paragraph 13 below. The Court finds
16 that the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
17 Schedule, meet the requirements of due process, provide the best notice practicable under the
18 circumstances, and shall constitute due and sufficient notice to all persons entitled.

19 12. To facilitate administration of the Settlement pending final approval, the Court hereby
20 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or administrative
21 proceedings (including, but not limited to, filing claims with the Division of Labor Standards
22 Enforcement of the California Department of Industrial Relations) released by the Settlement (the
23 “Released Claims”) unless and until such Class Members have filed valid requests for exclusion with the
24 Claims Administrator and the time for filing valid requests for exclusion with the Claims Administrator
25 has not elapsed.

26 ///

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28 ///

13. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to deliver Class Data List to Claims Administrator	Within five (5) business days after the latter of entry of Preliminary Approval Order or Court approval of Notice to Settlement Class
b.	Deadline for Settlement Administrator to mail Notice to Class Members	Within five (5) business days after receipt of Class Data List
c.	Deadline for Class Members to postmark requests for exclusion from Settlement or objections to Settlement	Within forty-five (45) days from initial mailing of Notice
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
f.	Deadline for Class Counsel to file Motion for Attorneys' Fees and Costs and Enhancement Award	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure § 1005
g.	Final Approval Hearing and Final Approval	_____, 2022 at _____ a.m./p.m. in Department 6

IT IS SO ORDERED.

Dated: _____

By: _____

Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT C

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 ANDRE MARKHAM, individually, and
11 on behalf of other members of the general
12 public similarly situated;

13 Plaintiff,

14 v.

15 CCL TUBE, INC., a Delaware
16 corporation; and DOES 1 through 100,
inclusive;

17 Defendants.

Case No.: 20STCV40725

Honorable Elihu M. Berle
Department 6

CLASS ACTION

**[PROPOSED] ORDER OF FINAL APPROVAL
AND JUDGMENT**

Hearing Date:

Hearing Time:

Hearing Place: Department 6

Complaint Filed: October 21, 2020

FAC Filed: March 9, 2021

Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Andre Markham's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement and receiving the Attorneys' Fees and Costs
3 and Plaintiff's Enhancement Award, and after considering the papers submitted in support of the
4 motion, including the Joint Stipulation of Class Settlement and Release ("Stipulation of Settlement" or
5 "Settlement Agreement"), hereby FINDS AND ORDERS as follows:

6 Plaintiff and Defendant CCL Tube, Inc. ("Defendant") (collectively, the "Parties") entered a
7 Settlement Agreement on or about [INSERT DATE], to settle this class action lawsuit.

8 The Court entered an Order dated [INSERT DATE], preliminarily approving the settlement of
9 this class action lawsuit ("Preliminary Approval Order"), consistent with California Code of Civil
10 Procedure section 382 and California Rules of Court, rule 3.769, ordering notice to be sent to Class
11 Members, scheduling a Final Fairness Hearing for [INSERT DATE], and providing Class Members
12 with an opportunity to object to the settlement or exclude themselves from the Settlement Class.

13 The Court held a Final Fairness Hearing on [INSERT DATE], to determine whether to give
14 final approval to the settlement of this class action.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided herein, all
17 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
18 Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated, and all Class Members
20 have been given the opportunity to request exclusion from the Settlement Class, the Court has personal
21 jurisdiction with respect to the claims of all Class Members. The Court has subject matter jurisdiction
22 over this case, including jurisdiction to approve the Settlement, grant final certification of the
23 Settlement Class, and dismiss the class action.

24 ///

25 ///

26 ///

1 3. Final Class Certification. The Court finds that the Settlement Class satisfies all
2 applicable requirements of California Code of Civil Procedure section 382, California Rules of Court,
3 rule 3.769, and due process. Accordingly, the Court certifies a Settlement Class consisting of all
4 current and former non-exempt direct and temporary staffing agency employees who worked at CCL
5 Tube, Inc. in California at any time during the Class Period (“Settlement Class” and “Class
6 Members”). The Class Period is the time period from October 21, 2016, through February 10, 2022
7 (“Class Period”). There are currently [REDACTED] Class Members who did not submit a valid and timely
8 request to exclude themselves from the class action Settlement (“Qualified Claimant”)¹.

9 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
10 Gharajeh, and Phillip Song, of Justice Law Corporation have fully and adequately represented the
11 Settlement Class for purposes of entering and implementing the Settlement and have satisfied the
12 requirements of California Code of Civil Procedure section 382.

13 5. Notice. The Court finds that the Notice of Pendency of Class Action (“Notice”) and its
14 distribution to Class Members have been implemented pursuant to the Settlement Agreement and this
15 Court’s Preliminary Approval Order and that the Notice:

16 a. constitutes the best practicable notice to Class Members under the
17 circumstances of the class action;

18 b. constitutes notice that was reasonably calculated, under the circumstances, to
19 apprise Class Members of: (i) the pendency of the class action; (ii) the material terms and provisions
20 of the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of the
21 proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness
22 and adequacy of the Settlement, the adequacy of Plaintiff’s and Class Counsel’s representation of the
23 Settlement Class, and/or the award of Plaintiff’s Enhancement Award and the Attorneys’ Fees and
24 Costs); (iv) their right to exclude themselves from the Settlement Class and the Settlement; (v) their
25 right to claim a pro-rata portion of the Net Fund Value and/or the PAGA Payment; (vi) their right to
26 appear at the Final Fairness Hearing; and (vii) the binding effect of the orders and judgment in the
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28 ¹ Phoenix mailed Notice Packets to four hundred twenty-five (425) Class Members and received
[REDACTED] requests for exclusion. Thus, there are [REDACTED] Qualified Claimants.

1 class action, whether favorable or unfavorable, on all Class Members who do not timely opt out of
2 the Settlement (“Qualified Claimants”);

3 c. constitutes notice that was reasonable, adequate, and sufficient to all Class
4 Members; and

5 d. constitutes notice that fully satisfied the requirements of California Code of
6 Civil Procedure section 382, California Rules of Court, rule 3.769, and due process.

7 6. Final Settlement Approval. The terms and provisions of the Settlement Agreement
8 have been entered in good faith and are the product of arm’s-length negotiations by experienced
9 counsel who have done a meaningful investigation of the claims in the dispute. The Settlement
10 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate,
11 and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement
12 Agreement according to its terms and provisions.

13 7. Binding Effect. The terms and provisions of the Settlement Agreement and this Order
14 and Judgment are binding upon and inure to the benefit of the Qualified Claimants, as well as their
15 respective heirs, trustees, executors, administrators, successors, and assigns, and those terms shall have
16 *res judicata* and be final and binding upon Plaintiff and all Qualified Claimants. This Settlement will
17 have no binding effect upon, and provide no *res judicata* preclusion to, those Class Members who
18 have expressly requested to be excluded from the Settlement Agreement.

19 8. Releases.

20 a. Released Claims by Class Members. Upon final approval by the Court, the
21 Settlement Class and each Class Member (with the exception of those who submit a request for
22 exclusion) will release the Releasees from the Released Claims. The Released Claims are defined as
23 any and all claims asserted in the operative Complaint and any other claims that could have been
24 asserted based on the same cited statutes or arising from or related to the facts alleged in the operative
25 Complaint, including, but not limited to, any claims for (a) alleged violations of California Labor Code
26 sections 1194, 1194.2, 1197, and 1197.1 for failure to pay minimum wage; (b) alleged violations of
27 California Labor Code sections 510 and 1198 for failure to pay overtime wages; (c) alleged violations
28 of California Labor Code sections 226.7 and 512 for failure to provide meal periods; (d) alleged

1 violations of California Labor Code section 226.7 for failure to provide rest periods; (e) alleged
2 violations of California Labor Code sections 201-203 including, but not limited to, failure to pay final
3 wages timely, or penalties for untimely final wages; (f) alleged violations of California Labor Code
4 section 226 for failure to provide accurate wage statements; (g) alleged violations under California
5 Labor Code section 2802 for failure to reimburse business expenses; (h) alleged violations of
6 California Business and Professions Code section 17200, *et seq*; (i) PAGA penalties for the underlying
7 alleged Labor Code violations that were pled in Plaintiff's letter to the LWDA dated August 13, 2020;
8 and (j) any claims for unpaid wages or overtime compensation, penalties, liquidated damages, interest,
9 attorneys' fees, litigation costs, restitution, equitable relief or other relief that could have been alleged
10 based on the facts alleged in the Operative Complaint. The Released Claims include any claims within
11 this scope arising on or before February 10, 2022.

12 b. Released Claims by Named Plaintiff. Except as specified in the Settlement
13 Agreement, upon final approval by the Court, Plaintiff fully releases and discharges the Releasees
14 from the Named Plaintiff's Released Claims. The Named Plaintiff's Released Claims are defined as
15 any and all actions, causes of action, obligations, costs, expenses, damages, penalties, losses, claims,
16 liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever
17 character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of
18 any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence from
19 the beginning of time to the date of execution hereof, including but not limited to any claims or causes
20 of action arising out of or in any way relating to his employment or that have been or could have been
21 made in the Lawsuit. Nothing in the Settlement Agreement precludes Plaintiff from filing an
22 administrative charge or otherwise communicating with any federal, state, or local government office,
23 official, or agency, including but not limited to the EEOC or DFEH. However, Plaintiff agrees to
24 never to seek or accept any monetary or other damages, remedies, or other relief for himself personally
25 with respect to any claim released by the Settlement Agreement. The Named Plaintiff's Released
26 Claims also include a waiver of California Civil Code section 1542.

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1 c. Releasees. The Releasees include not only Defendant, but also its affiliates
2 (including but not limited to Affluent Staffing, LLC and BaronHR), subsidiaries, parent companies,
3 related companies, owners, partners, officers, directors, managers, servants, agents, employees, former
4 employees, representatives, and attorneys, past or present, and all persons acting under, by, though, or
5 in concert with any of them.

6 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any
7 action to enforce the terms and provisions of the Settlement Agreement.

8 10. Named Plaintiff's Enhancement Award. The Court finds Plaintiff's Enhancement
9 Award in the amount of \$10,000, to be paid out of the Gross Fund Value, to be reasonable and
10 appropriate. Plaintiff's Enhancement Award is to be paid pursuant to the terms and provisions set forth
11 in the Settlement Agreement.

12 a. The rationale for Plaintiff's Enhancement Award is that the Class Representative
13 should be compensated for the expense and risk he incurred in conferring a benefit on
14 the other Settlement Class Members. Such an enhancement award is appropriate if it is
15 necessary to induce individuals to participate in the suit. The criteria courts may
16 consider in determining whether to make an enhancement award include: (1) the risk to
17 the class representative in commencing suit, both financial and otherwise; (2) the
18 notoriety and personal difficulties encountered by the class representative; (3) the
19 amount of time and effort spent by the class representative; (4) the duration of the
20 litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class
21 representative.

22 b. The Court has reviewed the Declaration of Andre Markham, which outlines his
23 involvement in the lawsuit. Given the risks inherent in service as the Class
24 Representative, the duration of the case and time involved, and the benefits created for
25 the Settlement Class, the Court approves the Enhancement Award in the amount of
26 \$10,000 to Plaintiff.

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1 11. Attorneys' Fees and Costs. The Court finds the awarding of a total fee award of
2 \$193,333.33 for reasonable attorneys' fees (representing 1/3 of the Gross Fund Value), to be paid to
3 Class Counsel out of the Gross Fund Value, to be reasonable and appropriate. The Court further finds
4 that the award of an additional amount to reimburse actual litigation costs incurred by Class Counsel
5 in the amount of \$20,000.00, to be paid to Class Counsel out of the Gross Fund Value, to be
6 reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set
7 forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees
8 and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing
9 Plaintiff or Class Members, or incurred by Plaintiff or Class Members, in connection with or related in
10 any manner to the class action, this Settlement, the administration of the Settlement, and/or the
11 Qualified Claimants' Released Claims.

12 a. The Court has an independent right and responsibility to review the requested
13 attorneys' fees and to only award so much as it determines reasonable. (See
14 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-
15 128.) The attorneys' fees requested by Class Counsel in the sum of \$193,333.33 is one-
16 third (1/3) of the common fund created for the benefit of the Class Members and is
17 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
18 *International, Inc.* (2016) 1 Cal.5th 480, 504.) According to the Declaration of Douglas
19 Han, Class Counsel collectively expended [REDACTED] hours with a total lodestar figure of
20 \$[REDACTED]. Even under the lodestar cross-check, the requested fee is below the lodestar,
21 resulting in a negative multiplier. Considering the excellent results achieved for the
22 Settlement Class, the financial risk taken by Class Counsel, the novel and difficult
23 nature of this litigation, the skill required to deal with these issues, the percentage fees
24 awarded in other cases, and the contingent fees charged in the private marketplace, the
25 Court finds that attorneys' fees requested by Class Counsel, including Class Counsel's
26 hourly rates, are consistent with the legal marketplace and are reasonable. Accordingly,
27 the Court finds that the requested attorneys' fees are approved.

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1 b. The Court has also reviewed the Declaration of Douglas Han regarding the costs
2 expended in the prosecution of this litigation. Under the terms of the Settlement,
3 Plaintiff may seek reimbursement of up to \$20,000 in litigation costs. The Court finds
4 that Plaintiff has expended \$20,000 in litigation costs, and that such costs were
5 reasonable. Therefore, the Court approves the payment of litigation costs in the amount
6 of \$20,000 from the Gross Fund Value for the reimbursement of Class Counsel’s actual
7 litigation costs.

8 12. Administration Costs. The Court finds that Administration Costs in the amount of
9 \$8,000 to be paid to the Claims Administrator out of the Gross Fund Value, to be reasonable and
10 appropriate. Administration Costs are to be paid pursuant to the terms and provisions set forth in the
11 Settlement Agreement.

12 a. The Court has reviewed the declaration of [INSERT NAME], the Case Manager from
13 Phoenix Class Action Administration Solutions (“Phoenix”), the Court-approved
14 Claims Administrator. The Court finds that notice was provided to the Settlement Class
15 pursuant to the Preliminary Approval Order, that the notice constitutes the best
16 practicable notice to the Settlement Class, and that the notice satisfied due process.
17 Phoenix has discharged its duties to provide notice to the Settlement Class. Thus, the
18 Court approves a payment for Administration Costs in the amount of \$8,000 to Phoenix
19 for its services in administering this settlement, including the mailing of settlement
20 checks according to the terms of the Settlement Agreement.

21 13. PAGA Payment. The Court finds the PAGA Payment in the amount of \$25,000, to be
22 paid out of the Gross Fund Value, to be reasonable and appropriate. The Court further finds that the
23 allocation of seventy-five percent (75%) of the PAGA Payment (\$18,750) to the California Labor and
24 Workforce Development Agency (“LWDA”) and twenty-five percent (25%) of the PAGA Payment
25 (\$6,250) to the PAGA Representative Group, based on the number of workweeks each member of that
26 group worked during the period between August 13, 2019, through February 10, 2022, to be
27 reasonable and appropriate. The PAGA Representative Group consists of all current and former non-
28 exempt direct and temporary staffing agency employees who worked at CCL Tube, Inc. in California

1 at any time during the period from August 13, 2019, through February 10, 2022. The PAGA Payment
2 will be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

3 14. Funding of the Settlement. No later than thirty (30) calendar days after the Effective
4 Date, Defendant will issue to the Claims Administrator the payment of the Gross Fund Value and the
5 employer-side taxes for the Qualified Claimants' wage payments. The Effective Date will be the date
6 the Court issues its order granting final approval if no objections are filed to the settlement. If
7 objections are filed and overruled, and no appeal is taken of the final approval order, then the Effective
8 Date of final approval will be sixty-five (65) days after the Court enters final approval. If an appeal is
9 taken from the Court's overruling of objections to the settlement, then the Effective Date of final
10 approval will be ten (10) business days after the appeal is withdrawn or after an appellate decision
11 affirming the final approval decision becomes final. The Claims Administrator will mail settlement
12 checks to Qualified Claimants no later than fourteen (14) calendar days after receiving the payment of
13 the Gross Fund Value from Defendant. Payments will be made at this same time for Attorneys' Fees
14 and Costs, the PAGA Payment, and Plaintiff's Enhancement Award. Qualified Claimants shall have
15 one hundred eighty (180) days after mailing by the Claims Administrator to cash their settlement
16 checks.

17 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement
18 is entitled to a presumption of fairness. In his moving papers, Plaintiff contends that the Settlement
19 was the product of arm's-length negotiations following extensive litigation, discovery, and exchange
20 of documentation relating to the claims made by Plaintiff. The negotiations were facilitated by the
21 assistance of mediator Steven J. Serratore, Esq., an experienced and well-respected class action
22 mediator.

- 23 a. Moreover, with respect to the benefit to the Class Members, Plaintiff's moving papers
24 indicate that the *highest* settlement check value will be approximately \$ [REDACTED], and the
25 *average* settlement check value will be approximately \$ [REDACTED] under the proposed
26 allocation, which is based on the number of workweeks worked during the Class
27 Period.

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1 16. Uncashed Checks. Qualified Claimants must cash or deposit their settlement checks
2 within one hundred eighty (180) days after mailing by the Claims Administrator. If any settlement
3 checks remain uncashed or not deposited more than one hundred eighty (180) days after mailing, the
4 Claims Administrator will send all uncashed settlement checks to the California State Controller's
5 Unclaimed Property Fund in the name of the Class Member.

6 17. Modification of Settlement Agreement. The Qualified Claimants are hereby
7 authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of the
8 Settlement Agreement, by a written instrument signed by counsel for all Parties or their successors.
9 Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit
10 the rights of Qualified Claimants under the Settlement Agreement.

11 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment.
12 This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or
13 enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary
14 purpose, including, without limitation:

- 15 a. enforcing the terms and provisions of the Settlement Agreement and resolving any
16 disputes, claims, or causes of action in the class action that, in whole or in part, are
17 related to or arise out of the Settlement Agreement or this Order and Judgment;
- 18 b. entering such additional orders as may be necessary or appropriate to protect or
19 effectuate this Order and Judgment approving the Agreement, and permanently
20 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the fair
21 and orderly administration of this Settlement; and
- 22 c. entering any other necessary or appropriate orders to protect and effectuate this Court's
23 retention of continuing jurisdiction.

24 For the reasons set forth above, the Motion for Final Approval of Class Action Settlement,
25 Attorneys' Fees and Costs, and Plaintiff's Enhancement Award is GRANTED. The Claims
26 Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT, RULE 3.769,
3 THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
4 ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF
5 THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

8
9 DATED: _____

HONORABLE ELIHU M. BERLE
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On March 11, 2022, I served the foregoing document described as

JOINT STIPULATION OF CLASS SETTLEMENT AND RELEASE

for the following case: **Markham v. CCL Tube, Inc.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-802538-20**
Court Case No.: 20STCV40725
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 11, 2022, at Pasadena, California.



Mariah Anderson