

ALEXANDER M. CHEMERS, CA Bar No. 263726
alexander.chemers@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

Attorneys for Defendant
ASSA ABLOY ENTRANCE SYSTEMS US
INC.

BRIAN VAN VLECK, CA Bar No. 155250
bvanvleck@vvlawgroup.com
DANIEL J. TURNER, CA Bar No. 207654
dturner@vvlawgroup.com
STUART H. KLUFT, CA Bar No. 315081
skluft@vvlawgroup.com
VAN VLECK & TURNER LLP
5757 Wilshire Blvd, Suite 535
Los Angeles, CA 90036
Telephone: 323-920-0236
Facsimile: 323-920-0249

Attorneys for Plaintiff
JAIME ZAMBRANO

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

JAIME ZAMBRANO, Individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ASSA ABLOY ENTRANCE SYSTEMS U.S.
INC., a Connecticut Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 20STCV36618

**JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO:
The Honorable Stuart M. Rice, Dept. 1

Action Filed: September 24, 2020
Trial Date: None

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

This Joint Stipulation Re: Class Action Settlement (hereinafter, “Stipulation” or “Settlement”) is made and entered into by and between plaintiff Jaime Zambrano (“Plaintiff”), on behalf of himself and on behalf of others similarly situated; and defendant ASSA ABLOY Entrance Systems US Inc. (“Defendant”), hereinafter collectively referred to as the “Parties.” Subject to the approval of the Court, the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Stipulation. This Settlement shall be binding on Plaintiff and the class he purports to represent, Defendant, and on their respective counsel, subject to the terms and conditions hereof and the approval of the Court.

THE PARTIES STIPULATE AND AGREE as follows:

I. DEFINITIONS

1. The following terms, as used throughout this Stipulation are defined as follows:

a) Action. The term “Action” shall mean and refer to the legal action pending in the Superior Court of California for the County of Los Angeles, entitled *Jaime Zambrano v. Assa Abloy Entrance Systems U.S., Inc.*, (Case No.: 20STCV36618).

b) Check Cashing Deadline. The term “Check Cashing Deadline” shall mean one hundred eighty (180) days after an Individual Settlement Award is issued to a Class Member by check.

c) Claims Administrator. The term “Claims Administrator” shall refer to Phoenix Settlement Administrators , or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. If a Claims Administrator is not agreed upon by the Parties, Class Counsel shall select a Claims Administrator on the bases of cost and competence, with the best interest of the Class in mind, subject to approval by the Court for purposes of administering this Settlement.

d) Class. The term “Class” shall mean and refer, collectively, to all Class Members.

e) Class Counsel. The term “Class Counsel” shall mean and refer, collectively to Brian Van Vleck, Van Vleck & Turner LLP, and all of their lawyers.

1 f) Class Members. The term “Class Members” shall mean: “All current and former
2 non-exempt field technicians or installation technicians of Defendant who worked in the State of
3 California during the Class Period.”

4 g) Class Period. The term “Class Period” shall mean the time period from September
5 24, 2016 through the Preliminary Approval Date.

6 h) Class Representative. The term “Class Representative” shall mean and refer to
7 plaintiff Jaime Zambrano. The term “Class Representative” shall be synonymous with the term
8 “Plaintiff”.

9 i) Court. The term “Court” shall refer to the Honorable Daniel J. Buckley of the
10 Superior Court of California for the County of Los Angeles, before whom the Action is pending.

11 j) Defendant. The term “Defendant” shall mean and refer to ASSA ABLOY Entrance
12 Systems US Inc.

13 k) Defendant’s Counsel. The term “Defendant’s Counsel” shall refer to Alexander M.
14 Chemers of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

15 l) Document Receipt Deadline. The term “Document Receipt Deadline” shall mean
16 forty-five (45) days after the Notices are initially mailed to Class Members by the Claims
17 Administrator. This deadline applies to the submission of written objections and workweek
18 disputes. This deadline is reasonable and Class Members who receive re-mailed notices will be
19 given an extension pursuant to paragraph 20(c) herein.

20 m) Effective Date. The term “Effective Date” shall mean the date on which the Court’s
21 Judgment becomes final, as further detailed in Paragraph 8, herein.

22 n) Final Settlement Approval Hearing. The term “Final Settlement Approval Hearing”
23 shall mean and refer to a hearing before the Court to finally approve the Settlement as fair,
24 reasonable, and adequate, as further detailed in Paragraph 28, herein.

25 o) Final Settlement Papers. The term “Final Settlement Papers” shall refer to and
26 include a Motion for Final Approval of Settlement, Motion for Attorneys’ Fees and Costs, and
27 [Proposed] Final Settlement Order.

28

p) Individual Settlement Amount. The term “Individual Settlement Amount” shall mean a Class Member’s share of the Net Settlement Amount, as further detailed in Paragraph 18, subparagraph (f), herein.

q) Net Settlement Amount. The term “Net Settlement Amount” shall mean and refer to the balance of the Total Class Action Settlement Amount, after all Court-approved deductions for attorneys’ fees and actual costs to Class Counsel, the Claims Administrator’s cost and fees, the Class Representative’s enhancement awards, and the PAGA Allocation. The Net Settlement Amount is the maximum amount that will be available for distribution to Class Members.

r) Notice. The term “Notice” shall mean the Notice of Class Action Settlement, attached hereto as **Exhibit 1**.

s) Parties. The term “Parties” shall mean and refer collectively to plaintiff Jaime Zambrano, on behalf of the Class, and Defendant.

t) PAGA Aggrieved Employees. The term “PAGA Aggrieved Employees” or “Aggrieved Employees” shall mean and refer collectively to all current and former non-exempt field technicians or installation technicians of Defendant who worked in the State of California during the PAGA Period.

u) PAGA Approval Date. The term “PAGA Approval Date” shall mean and refer to the same date as the Preliminary Approval Date.

v) PAGA Claims. The term “PAGA Claims” shall mean and refer to the claims alleged in Plaintiff’s Notice to the Labor and Workforce Development Agency (“LWDA”) which include: (1) Minimum Wage violations under the California Labor Code and Wage Orders; (2) Overtime violations under the California Labor Code and Wage Orders; (3) Meal and Rest Break violations under the California Labor Code and Wage Orders; (4) Violations of Timely Pay of Wages Due and Pay Wages Due Upon Termination under the California Labor Code and Wage Orders; and (5) Failing to Keep Records and Provide Disclosures and Itemized Pay Statements as required under the California Labor Code and Wage Orders.

w) PAGA Period. The term “PAGA Period” shall mean and refer to the period of time beginning on September 25, 2019 through the Preliminary Approval Date.

x) PAGA Release Date. The term “PAGA Release Date” shall mean and refer to the same date as the Preliminary Approval Date.

y) Plaintiff. The term “Plaintiff” shall mean and refer to plaintiff Jaime Zambrano. The term “Plaintiff” shall be synonymous with the term “Class Representative”.

z) Preliminary Approval Date. The term “Preliminary Approval Date” shall mean the date that the Court enters the Preliminary Approval Order, attached hereto as Exhibit 2, including any revisions required by the Court.

aa) Released Parties. The term “Released Parties” shall mean and refer to Defendant and all of Defendant’s current or former parent companies, subsidiary companies, and/or related companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities’ predecessors and successors, and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect, employees, officers, partners, principals, directors, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

bb) Stipulation. The term “Stipulation” shall refer to this document, entitled “Joint Stipulation Re: Class Action Settlement”, including all exhibits attached hereto.

cc) Total Class Action Settlement Amount. The term “Total Class Action Settlement Amount” shall mean Four Hundred Thousand Dollars and no cents (\$400,000.00). The Total Class Action Settlement Amount is a common fund, non-reversionary amount.

2. Date Of This Stipulation: This Stipulation is made as of the date set forth below by and between Plaintiff, on behalf of herself and the Class, on the one hand, and Defendant, on the other hand, subject to approval of the Court.

II. BACKGROUND OF THE LEGAL ACTION

3. Brief Procedural History. The Parties briefly summarize the procedural history in the Action.

1 a) Plaintiff filed the lawsuit entitled *Jaime Zambrano v. Assa Abloy Entrance Systems*
2 *U.S., Inc.*, Case No. 20STCV36618, on September 24, 2020, in the Superior Court for the County
3 of Los Angeles. Therein, Plaintiff's Class Action Complaint for Damages (the "Class Action
4 Complaint") alleged the following causes of action against Defendant: (1) failure to pay minimum
5 wages; (2) failure to pay overtime; (3) failure to provide off-duty meal and rest periods; (4) failure
6 to provide accurate itemized wage statements; (5) failure to timely pay wages; and (6) unlawful,
7 unfair, and deceptive business practices.

8 b) On or about January 11, 2021, Plaintiff filed a first amended complaint in the
9 Action. Therein, Plaintiff's First Amended Class Action and PAGA Complaint (the
10 "Representative Complaint") added a single cause of action against Defendant for Civil Penalties
11 under the Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.*
12 ("PAGA").

13 c) On February 16, 2021, Defendant filed an answer to Plaintiff's first amended
14 complaint.

15 4. Mediation And Settlement Agreement Reached By The Parties. On September 24,
16 2021, the Parties, by and through their counsel, participated in a private mediation before Louis
17 Marlin, Esq. Those mediation efforts were ultimately successful with the Parties agreeing to
18 resolve the Action in principle and on a class-wide basis. This Stipulation formalizes the
19 settlement agreement reached by the parties.

20 5. Investigation. The Parties have conducted a detailed and comprehensive
21 investigation of the claims asserted against Defendant and of the applicable law. The Parties
22 exchanged informal discovery, which included: (a) analysis by the Parties of certain records, data,
23 and policies pertaining to Plaintiff, Class Members, and the claims asserted in the Action; (b)
24 research of the law applicable to Plaintiff's claims and Defendant's affirmative defenses, as well as
25 the damages alleged by Plaintiff; (c) examination and analysis of information and documents; and
26 (d) consideration of information disclosed at and in connection with mediation.

27 6. Benefits of Settlement. The Class Representative and Class Counsel recognize the
28 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in

1 such litigation. The Class Representative and Class Counsel also are aware of the burdens of proof
2 necessary to establish liability for the claims asserted in the Action, the defenses thereto, and the
3 difficulties inherent in the Action. Based on the foregoing, the Class Representative and Class
4 Counsel have determined that the Settlement set forth in this Stipulation is a fair, adequate, and
5 reasonable settlement, and that it is in the best interest of the Class Members. Based on their
6 discovery and investigation, Class Counsel has determined that the Settlement is well within the
7 range of reasonableness. The settlement embodied and documented in this Stipulation is the
8 product of extensive, arms-length negotiations, and is not the product of collusion. Likewise,
9 Defendant has concluded that any further defense of the Action would be protracted and expensive.
10 Substantial amounts of time, energy, and resources have been, and will continue to be, devoted to
11 the defense of the Action unless this Settlement is made. Therefore, Defendant has agreed to settle,
12 in the manner and upon the terms set forth in this Stipulation, in order to fully and finally resolve
13 the claims asserted in the Action.

14 7. Denial of Wrongdoing. Defendant has denied and continues to deny each of the
15 claims asserted by Plaintiff in the Action, as referenced in Paragraph 3, above. Defendant
16 contends, among other things, that it complied at all times with the California Labor Code and
17 applicable California Wage Orders, that it paid all wages owed to Plaintiff and Class Members, and
18 that any claim for wage payments or penalties owed is not actionable and/or does not give rise to
19 any liability under the California Labor Code. Defendant further contends that it complied at all
20 times with the provisions of the California Business & Professions Code § 17200 *et seq.* Neither
21 this Stipulation nor any action taken to carry out the Settlement may be construed as an admission
22 by Defendant of any fault, wrongdoing, or liability whatsoever.

23 **III. DATE OF SETTLEMENT**

24 8. Effective Date. The Court's Judgment shall become final when all of the following
25 events have occurred:

- 26 a) The Stipulation has been executed by all Parties, Class Counsel, and Defendant's
27 Counsel;
- 28 b) The Court has given preliminary approval to the Settlement;

1 c) The Court has held a Final Settlement Approval Hearing and has entered a Final
2 Order and Judgment; and

3 d) In the event that written objections are filed prior to the Final Settlement Approval
4 Hearing which are not later withdrawn, upon the later of:

5 i. The date of final affirmance on an appeal of the Judgment; the expiration of the
6 time for a petition to review the Judgment; and, if review is granted, the date of
7 final affirmance of the Judgment following review; or

8 ii. The date of final dismissal of any appeal from the Judgment or the final dismissal
9 of any proceeding to review the Judgment; or

10 iii. If no appeal is filed, the expiration date for filing any appeal from the Judgment.

11 e) In the event that no written objections are filed prior to the Final Settlement
12 Approval Hearing, or that any filed written objections are withdrawn prior to the Final Settlement
13 Approval Hearing, the Court's Judgment shall become final when the conditions set forth in
14 subparagraphs (a) through (c) of this Paragraph 8, hereinabove, have been fulfilled.

15 **IV. CLASS MEMBERS INCLUDED IN THE SETTLEMENT**

16 9. Scope Of The Class. The Class is defined as follows: "All current and former non-
17 exempt field technicians or installation technicians of Defendant who worked in the State of
18 California from September 24, 2016 through the date that the Court enters the order granting
19 preliminary approval of the settlement."

20 10. Class Members' Objection To This Settlement. Any Class Member may object to
21 the Settlement by mailing a written objection to the Claims Administrator at the address detailed in
22 the Notice. Even if a Class Member fails to timely submit a written objection to the Claims
23 Administrator, he or she may appear at the Final Fairness Hearing to object to the Settlement. Any
24 Class Member who does not object to the Settlement through a written objection and/or by
25 appearing at the Final Fairness Hearing, however, may not appeal the Final Judgment. In the event
26 that the Court approves this Settlement notwithstanding the objections of any Class Members,
27 Class Members who object to the Settlement will nonetheless be bound by the Settlement. Class
28 Members who have opted out of the Settlement as detailed in Paragraph 20, subparagraph (d),

herein do not have standing to object to the Settlement or to file an appeal for purposes of Paragraph 8.

11. Class Members' Exclusion ("Opt-Out") From This Settlement. Any Class Member may request to be excluded ("opt-out") from this Settlement by mailing a written Request for Exclusion to the Claims Administrator as prescribed in Paragraph 20, subparagraph (d), herein. Each Class Member who submits a valid Request for Exclusion shall not be bound by the Settlement, except that he or she will still be bound by the release of PAGA claims and eligible to receive his or her proportionate share of the portion of the PAGA Payment that is allocated to Class Members. Each Class Member who has not validly and timely opted-out as prescribed in Paragraph 20, subparagraph (d), herein, will be subject to the Release.

12. Termination Provision. Defendant reserves the right to revoke this Stipulation and the Settlement provided for herein prior to the Final Settlement Approval Hearing in the event that fifteen percent (15%) or more Class Members opt out of the Settlement by submitting timely and valid Requests for Exclusion in the manner set forth in Paragraph 20, subparagraph (d), below, in which case this Stipulation will not have any force and/or effect. Class Counsel and the Class Representative agree not to oppose any application by Defendant and/or their Counsel that is consistent with this paragraph. Defendant shall make its election within seven (7) calendar days of receipt from the Claims Administrator of the total percentage of opt-outs. If the Settlement is voided, no payment will be made by Defendant to Plaintiff, any Class Member, or Class Counsel; and all Parties and third parties referenced in this Stipulation will bear their own costs, fees, and expenses associated with the Litigation. However, Defendant will be responsible for the costs incurred by the Claims Administrator.

13. Pro Rata Increase. In the event that the total number of weeks worked by the Class Members through the date of the parties' mediation exceeds the total number of workweeks represented at mediation (7,000), Defendant will increase the Total Class Action Settlement Amount by \$57.14 for each additional workweek in excess of 8,000.

14. Finality Of Settlement. As of the Effective Date, the Settlement contained herein, including the Release outlined below, shall be final and binding upon all Class Members who do not exclude themselves from the Settlement.

V. RELEASES

15. Release By Plaintiff, Class Members, and PAGA Aggrieved Employees. As of the date Defendant fully funds the Settlement, Plaintiff, Class Members (including the Class Representative), and the PAGA Aggrieved Employees (as to only subsection (i) to this paragraph 15), release the Released Parties from the following, collectively referred to as the “Released Class Claims”:

All causes of action and factual/legal theories or allegations that were alleged in the operative complaint in the Action, including but not limited to all of the following claims for relief: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to authorize and permit rest breaks, and to properly provide premium pay in lieu thereof; (e) improper and/or inaccurate wage statements; (f) failure to maintain required records; (g) waiting time penalties for untimely final pay; (h) unfair business practices; (i) civil penalties under the Private Attorneys General Act (“PAGA”) for claims that have been, or could have been, brought based on the facts alleged in the PAGA Notice given to the LWDA which has had administrative remedies exhausted; (j) any other claims or penalties under the wage and hour laws pleaded in the Action or primary rights associated with such laws; and (k) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, the California Unfair Competition Law, and the Fair Labor Standards Act (collectively, the “Released Claims”). The period of the Release shall extend to the date that the Court enters the order granting preliminary approval of the settlement. The *res judicata* effect of the Judgment will be the same as that of the Release.

1 Plaintiff, Class Members, and the PAGA Aggrieved Employees may hereafter discover facts or
2 legal arguments in addition to or different from those they now know or currently believe to be true
3 with respect to the claims, causes of action and legal theories of recovery in this Action which are
4 the subject matter of the Released Class Claims. Regardless, the discovery of new facts or legal
5 arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue
6 of this Stipulation, Plaintiff and Class Members shall be deemed to have, and by operation of the
7 final judgment approved by the Court, shall have, fully, finally, and forever settled and released all
8 of the Released Class Claims as defined in this Stipulation.

9 Specific to only the PAGA Aggrieved Employees, the released claims include all PAGA
10 claims that could have been premised on the facts alleged in the Plaintiff's Notice and Aggrieved
11 Employees will release PAGA claims even if Class Members request exclusion from the Class,
12 pursuant to Paragraph 11 above.

13 16. General Release By The Class Representative. In addition to the release set forth in
14 the above Paragraph 15, the Class Representative makes the additional general release of all of his
15 individual claims as follows: The Class Representative releases the Released Parties from any and
16 all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights, or
17 liabilities of any nature and description whatsoever, known or unknown, that the Class
18 Representative individually may possess against the Released Parties arising from the Class
19 Representative's employment with Defendant. The Class Representative hereby acknowledges
20 that, upon receiving the sums provided pursuant to this Stipulation, he will have received all
21 potential wages, damages, and penalties owing to him by the Released Parties, and, further, that he
22 is not owed any additional wages, penalties, or damages from the Released Parties.

23 The Class Representative also agrees to expressly waive the provisions of California Civil
24 Code section 1542, which provides as follows:

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

The Class Representative's general release shall cover the time period from September 24, 2016 up to the Preliminary Approval Date.

VI. AMOUNT AND DISTRIBUTION OF SETTLEMENT

17. Settlement Amount. The Total Class Action Settlement Amount shall be Four Hundred Thousand Dollars and no cents (\$400,000.00). Defendant will pay the Total Class Action Settlement Amount within thirty (30) calendar days following the Effective Date by wiring that amount to the Claims Administrator.

18. Deduction From Settlement Amount. Deductions from the Total Class Action Settlement Amount, all subject to Court approval, shall be made for:

a) Attorneys' Fees. Class Counsel may apply for an award of attorneys' fees, not to exceed One Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$133,333.33). The attorneys' fees award shall be paid from the Total Class Action Settlement Amount. Defendant agrees not to oppose any such applications which are consistent with this paragraph. The amount of attorneys' fees shall include all past and future attorneys' fees incurred in the Action – including, without limitation, all time expended by Class Counsel in the Action or in defending the Settlement and securing final approval of the Settlement (including any appeals thereof). Even in the event that the Court reduces or does not approve the award of attorneys' fees discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation.

b) Attorneys' Costs. In addition to attorneys' fees, Class Counsel may apply for an award of costs, not to exceed the sum of Twenty Thousand Dollars and no cents (\$20,000.00). The costs award shall be paid from the Total Class Action Settlement Amount. Defendant agrees not to oppose any such applications which are consistent with this paragraph. The amount of costs shall include all past and future costs associated with the Action – including, without limitation, all costs expended by Class Counsel in the Action on in defending the Settlement and securing final approval of the Settlement (including any appeals thereof). Even in the event that the Court reduces or does not approve the award of costs discussed in this paragraph, Class Representative and Class Counsel shall not have the right to revoke this Stipulation.

1 c) Class Representative's Enhancement Award. Class Counsel may apply for an
2 enhancement award to the Class Representative in an amount not to exceed Ten Thousand Dollars
3 and no cents (\$10,000.00). The enhancement award shall be paid from the Total Class Action
4 Settlement Amount. Defendant agrees not to oppose any such application which is consistent with
5 this paragraph. Even in the event that the Court reduces or does not approve the enhancement
6 awards discussed in this paragraph, Class Representative and Class Counsel shall not have the right
7 to revoke this Stipulation.

8 d) Claims Administration Costs and Fees. All actual costs for claims administration,
9 including related accounting costs, in an amount not to exceed \$5,995.00, shall be paid from the
10 Total Class Action Settlement Amount. The Parties contemplate that the Claims Administrator
11 shall be Phoenix Settlement Administrators , or any other third-party class action settlement
12 administrator agreed to by the Parties and approved by the Court for the purposes of administering
13 this Settlement. If a Claims Administrator is not agreed upon by the Parties, Class Counsel shall
14 select a Claims Administrator on the bases of cost and competence, with the best interest of the
15 Class in mind, subject to approval by the Court for purposes of administering this Settlement. To
16 the extent actual costs for claims administration are less than \$5,995.00, those amounts will be
17 credited to the Total Class Action Settlement Amount prior to distribution of the Net Settlement
18 Amount to Class Members. Defendant agrees not to oppose any such applications which are
19 consistent with this paragraph.

20 e) PAGA Allocation. The Parties agree to allocate Ten Thousand Dollars (\$10,000.00)
21 of the Total Class Action Settlement Amount to resolve the Aggrieved Employees' claims arising
22 under PAGA (the "PAGA Allocation"). Pursuant to PAGA, seventy-five percent of the PAGA
23 Allocation, or Seven Thousand Five Hundred (\$7,500.00), shall be paid to the State of California
24 Labor and Workforce Development Agency (the "LWDA"), with the remaining twenty-five
25 percent, or Two Thousand Five Hundred Dollars (\$2,500.00), allocated to the Net Settlement
26 Amount. The formula for the calculation of PAGA penalties to be paid to the Aggrieved
27 Employees shall be in the following manner:
28

Each PAGA Aggrieved Employee shall receive a pro rata allocation of the total portion of the PAGA Allocation for Aggrieved Employees (\$2,500.00) based on the number of pay periods (every two-workweek period) worked by the individual PAGA Aggrieved Employee during the PAGA Period, where the total worked by all the Aggrieved Employees is approximately 3,000. Therefore, for example, if an Aggrieved Employee worked for 50 pay periods within the PAGA Period, then he or she would be entitled to \$41.66.

f) Payment of Individual Settlement Awards To Class Members. After the amounts described in Paragraph 18, subparagraphs (a) through (e), above, have been deducted from the Total Class Action Settlement Amount, the remainder – the Net Settlement Amount – shall be distributed to each Class Member, in the following manner:

The Net Settlement Amount shall be divided by the number of aggregate Qualified Weeks worked by all Class Members during the Class Period to produce a “Weekly Settlement Value.” A “Qualified Week” shall be a week where a Class Member was employed by Defendant in California as an Installation Technician or Service Technician, at any time from September 24, 2016 through the Preliminary Approval Date. Each Class Member shall be eligible to receive a settlement payment in the amount of the total number of Qualified Weeks attributable to the Class Member during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings, provided that the Class Member has not submitted a Request for Exclusion.

19. Non-Reversionary Settlement. There will be no reversion to Defendant following the claims process. In the event that an Individual Settlement Award is paid to a Class Member by check and the check is not cashed on or before the Check Cashing Deadline, the amount of the Individual Settlement Award shall be considered unclaimed. Each unclaimed Individual Settlement Award paid to a Class Member but not cashed on or before the Check Cashing Deadline shall be tendered to the State of California Unclaimed Wages Fund Unit in the Class Member’s name.

VII. CLAIMS ADMINISTRATION

20. Claims Administrator's Duties. The Claims Administrator shall be responsible for (a) processing the data provided by Defendant to be used in calculating Individual Settlement Awards; (b) preparing, printing, and mailing to Class Members the Notice (attached hereto as **Exhibit 1**), as well as following up with reasonable skip tracing; (c) notifying the Parties of the identity of Class Members who submit timely Requests for Exclusion; (d) calculating and mailing Individual Settlement Awards to Class Members; (e) filing any required federal and state tax forms and related agency reporting; (f) filing any required reports with the Court; and (g) any and all such other tasks as to which the Parties mutually agree, or which the Court orders the Claims Administrator to perform. The claims process shall be anonymous to the extent possible.

Specifically, the Claims Administrator shall perform the following duties:

a) Processing Of Data Provided By Defendant Regarding Class Members. Upon receipt of the data provided by Defendant pursuant to Paragraph 25 herein, the Claims Administrator shall determine, for each Class Member: (i) the Class Member's name, (ii) the Class Member's last known address, (iii) the last four digits of the Class Member's social security number, (iv) the Class Member's number of Qualified Weeks; and (v) the Weekly Settlement Value to be paid to the Class Member pursuant to Paragraphs 18(f) and 20(g), above.

b) Mailing Of Documents. Within ten (10) calendar days of receipt of the database containing the information to be provided by Defendant pursuant to Paragraph 25 herein, the Claims Administrator shall mail a copy of the Notice, which shall include updated language that accurately reflects the Court's social distancing procedures for attendance at hearings and review of court files that are current as of the time the Notice is mailed as well as the option for Class Members to appear by audio or video at the final approval hearing citing the Court's website for directions, to all Class Members by first class regular U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained by the Claims Administrator. The Claims Administrator will engage in address searches prior to the initial mailing consistent with its normal practices in administering settlements of wage claims, including skip tracing and/or by use of a National Change of Address registry. Such search efforts shall include, where necessary, using social security numbers to obtain better address information and attempting to call such Class

Members. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Claims Administrator to forward the Notices to the Class Members.

c) Re-Mailing Of Returned Notices. Notices returned to the Claims Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned envelope within 3 business days of receiving a non-delivered Notice. A returned Notice will be forwarded only once per Class Member by the Claims Administrator. Upon completion of these steps by the Claims Administrator, the Parties shall be deemed to have satisfied their obligation to provide the Notice to the affected Class Member. The affected Class Member shall remain a Class Member and shall be bound by all the terms of this Stipulation and the Court's Final Order and Judgment. Class Members who receive a re-mailed notice will be given an extended deadline of 7 calendar days to respond (*i.e.*, opt-out, object, and dispute workweeks).

d) Processing Requests For Exclusion ("Opt-Outs") From Settlement. In the event that a Class Member requests to be excluded ("opts out") from the Settlement provided herein, he or she must mail a written Request for Exclusion to the Claims Administrator by first class U.S. Mail, or equivalent, postage paid and postmarked, by no later than the Document Receipt Deadline, which is thirty (30) calendar days after the date that the Claims Administrator originally mails Notices to Class Members. To be valid, the written Request for Exclusion must include (i) the Class Member's name, (ii) the Class Member's address, (iii) a request for exclusion, and (iv) the Class Member's signature. The Claims Administrator shall notify Class Counsel and Defendant's Counsel of its receipt of all valid Requests for Exclusion within five (5) business days after having received each such Request for Exclusion.

e) Payment of Individual Settlement Awards. The Claims Administrator shall be solely responsible for the disbursement of the Individual Settlement Award payments.

f) Declaration Of Due Diligence. No later than thirty (30) calendar days prior to the Final Settlement Approval Hearing, the Claims Administrator shall provide both Parties with a declaration of due diligence to be filed with the Court.

g) Allocating Portions Of the Individual Settlement As Wages. The Claims Administrator shall be responsible for calculating the portion of each Individual Settlement Award

1 to be allocated as wages. 33.334% of each Individual Settlement Award shall be allocated as
2 wages, and 66.666% of each Individual Settlement Award shall be allocated as interest and
3 penalties.

4 h) Taxation Of Individual Settlement Awards. The portion of each Individual
5 Settlement Award allocated as wages shall be subject to payroll withholding. Defendant shall fund
6 its share of payroll taxes on the same date it funds the settlement amount. The Claims
7 Administrator shall be responsible for paying the employees' share of federal, state, and local
8 payroll and income taxes. Appropriate withholding of the employee's share of income taxes shall
9 be deducted from each Individual Settlement Awards. The employer's share of payroll taxes shall
10 be paid outside of the Total Class Action Settlement Amount (*see* Paragraph 18, subparagraph (f),
11 above).

12 i. Federal Tax Reporting. The Claims Administrator shall issue an IRS Form
13 W-2 to each Class Member for the portion of the Individual Settlement Award that is
14 designated as wages. The Claims Administrator shall issue an IRS Form 1099 to each
15 Class Member for the portion of the Individual Settlement Awards that is not designated as
16 wages. The Claims Administrator shall issue an IRS Form 1099 to the Class
17 Representative for any enhancement award paid pursuant to Paragraph 18, subparagraph
18 (c), above, in connection with his role as the Class Representative.

19 ii. State Tax Reporting. The Claims Administrator shall file, with the
20 California Employment Development Department ("EDD"), the required reports of
21 Personal Income Tax ("PIT") wages withheld from the Individual Settlement Awards, as
22 well as the amounts to be paid as Unemployment Insurance ("UI"), Employment Training
23 Tax ("ETT"), and State Disability Insurance ("SDI"). For purposes of this reporting, prior
24 to disbursement of the Individual Settlement Awards, the Claims Administrator shall
25 provide Defendant with a list of all Class Members, and Defendant shall provide to the
26 Claims Administrator with its Form DE 2088, Notice of Contribution Rates and Statement
27 of UI Account, for the current calendar year (if unavailable, Defendant may provide instead
28 their California State Employer's Identification Number and applicable UI and ETT Rates).

1 iii. Responsibility For Tax Obligations. All Class Members and the Class
2 Representative will be responsible for correctly characterizing the compensation they
3 receive for tax purposes and for paying any taxes on the amounts received, except for the
4 employer contributions which will be handled as provided by this Stipulation. Defendant is
5 not liable for any amounts assessed by a tax authority on account of the Class Members' or
6 the Class Representative's failures to pay all taxes due on amounts they receive hereunder,
7 except if the failure results from Defendant's failure to pay its own portion of taxes due.
8 The liability of each Class Member and the Class Representative is limited to the liability
9 caused by that individual's own failure.

10 i) Mailing Of Individual Settlement Awards. Within ten (10) calendar days after
11 Defendant's transfer of funds to the Claims Administrator, the Claims Administrator shall mail all
12 Class Members their Individual Settlement Awards. Each check issued to a Class Member shall
13 remain valid and negotiable for one hundred eighty (180) days from the date of issuance. Those
14 Individual Settlement Awards not cashed by the Check Cashing Deadline shall be canceled
15 automatically, in which event the Class Member's claim will be deemed void and the unclaimed
16 funds shall be sent to the California State Controller's Office Unclaimed Property Fund in the
17 name of the Class Member to whom the funds were distributed.

18 j) Certifying The Class Members Bound By The Settlement. Within fifty (50)
19 calendar days from the Effective Date, the Claims Administrator shall file written certification with
20 the Court with copies to counsel for all Parties that all Class Members have been mailed their
21 Individual Settlement Awards.

22 k) Payments To Class Counsel. Within ten (10) calendar days after Defendant's
23 transfer of funds to the Claims Administrator, the Claims Administrator shall pay the attorneys'
24 fees and costs, as detailed in Paragraph 18, subparagraphs (a) and (b), above.

25 l) Payment Of PAGA Allocation. Within ten (10) calendar days after Defendant's
26 transfer of funds to the Claims Administrator, the Claims Administrator shall pay the attorneys'
27 fees and costs, as detailed in Paragraph 18, subparagraphs (a) and (b), above.
28

21. Disputes Regarding The Claims Administrator's Performance of Duties. All disputes relating to the Claims Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation until all payments and obligations contemplated by this Stipulation have been fully carried out.

VIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL

22. Submission Of Stipulation To Court. The Parties shall promptly submit this Stipulation to the Court in support of Plaintiff's motion for preliminary approval and determination by the Court as to the fairness, adequacy, and reasonableness of this Stipulation, and shall apply to the Court for the entry of an order substantially in the following form:

a) Scheduling a fairness hearing on the question of whether the proposed Settlement – including payment of attorneys' fees, attorneys' costs, appointment of the Class Representative and the amount of their enhancement awards, and the method of determining Individual Settlement Awards to be paid to Class Members – should be finally approved as fair, reasonable, and adequate as to the Class;

b) Approving as to form and content the proposed Notice (attached as **Exhibit 1**);

c) Directing the mailing to Class Members of the Notice, by first class U.S. Mail, pursuant to the terms specified herein;

d) Preliminarily approving the Settlement, subject only to the objections of Class Members and final review by the Court; and

e) Enjoining the Class Representative from filing or prosecuting any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement

The [Proposed] Preliminary Approval Order to be submitted shall be the document attached hereto as **Exhibit 2**, unless the Court's orders during the approval process require revisions to be made.

Unless the Parties agree otherwise, only necessary revisions shall be made to the [Proposed] Preliminary Approval Order to be submitted to the Court.

23. Amendment Of This Stipulation To Conform To The Court's Order. To the extent the Court does not approve this Stipulation, or any term contained herein, and instead allows the Parties to amend this Stipulation, the Parties agree to cooperate in good faith to amend the Stipulation in accordance with the Court's direction, and to retain all other terms of the Stipulation that the Court approves.

IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

24. Timely Approval Of Documents To Be Mailed By The Claims Administrator. Counsel for the Parties shall respond to requests by the Claims Administrator to approve all claims administration documents, including the Notice to be mailed to the Class, within four (4) business days of the Claims Administrator's request for approval.

25. Defendant's Provision Of Class Member Data To Claims Administrator. No later than fourteen (14) calendar days following preliminary approval of this Settlement by the Court, Defendant shall provide the Claims Administrator with data that is within Defendant's possession containing, for each Class Member: (a) the Class Member's name; (b) the Class Member's last known address; (c) the Class Member's social security number; (d) the Class Member's first date of employment in California in an Installation Technician or Service Technician position; and (e) the Class Members' last date of employment (if any) in California in an Installation Technician or Service Technician position. This Class information is confidential and not to be disclosed to anyone other than the Claims Administrator. However, to the extent that any disputes arise, any confidential information that is needed can be released and shared only with Plaintiff's counsel, as to not impede with Class Counsel's ability to discharge their fiduciary duties and to continue to protect the confidential and private information of the Class Members. This information shall be based on Defendant's payroll and other business records, and shall be in a format readily accessible to Defendant. Within ten (10) calendar days of receipt of the information from Defendant, the Claims Administrator will mail the Notice to the Class Members, provided that counsel for the Parties have approved the documents. In the event that approval of the documents pursuant to Paragraph 24 takes more than fourteen (14) calendar days, the Claims Administrator shall mail the

1 Notice to the Class Members within three (3) business days of receiving approval of the documents
2 pursuant to Paragraph 24.

3 26. Disputes Arising From Claims Administration. Any disputes arising during the
4 claims administration process must be resolved informally by counsel for the Parties and, if the
5 Parties cannot agree, by the Claims Administrator, within ten (10) calendar days of the Document
6 Receipt Deadline.

7 27. Motions By Class Counsel.

8 a) Motions Required For Final Approval Of The Settlement. Class Counsel shall
9 timely prepare, subject to Defendant's review and right to comment, Final Settlement Papers in
10 conformance with the terms of this Settlement, including (1) a motion for final approval of the
11 Settlement; (2) a motion for award of attorneys' fees and costs; (3) a motion for the Class
12 Representative's enhancement award; (4) the [Proposed] Final Settlement Order; and (5) any other
13 documents, petitions, or motions required to effectuate this Settlement – including, but not limited
14 to, any additional proposed orders requested by the Court. Class Counsel will endeavor to submit
15 the Final Settlement Papers to Defendant's Counsel no later than three (3) court days prior to the
16 deadline for filing the motion for final approval of the Settlement. In the event that Class Counsel
17 and Defendant's Counsel cannot resolve any dispute regarding the Final Settlement Papers arising
18 from Defendant's right to review and comment, Defendant's Counsel shall submit its objections to
19 the Final Settlement Papers to the Court before or during the Final Settlement Approval Hearing.

20 b) [Proposed] Final Settlement Order. The [Proposed] Final Settlement Order shall
21 include a proposed Final Order and Judgment ordering:

- 22 i. Approval of the Settlement, adjudging the terms thereof to be fair, reasonable,
23 adequate, and directing consummation of its terms and provisions;
 - 24 ii. Approval of Class Counsel's application for an award of attorneys' fees and
25 costs (Class Counsel will separately submit a motion for award of attorneys'
26 fees and costs);
 - 27 iii. Approval of the enhancement award to the Class Representative;
- 28

- 1 iv. Dismissal of the Action and permanently barring and enjoining the Class
2 Representative from prosecuting against the Released Parties any claims
3 released herein pursuant to Paragraphs 15 and 16, above, including any Released
4 Class Claims and any claims covered by the general release, upon satisfaction of
5 all payments and obligations hereunder; and
- 6 v. Reserving jurisdiction over the construction, interpretation, implementation, and
7 enforcement of the Parties' Settlement, and over the administration and
8 distribution of the Settlement amounts.

9 The [Proposed] Final Approval Order and Judgment to be submitted shall be the document
10 attached hereto as **Exhibit 3**, unless the Court's orders during the approval process require
11 revisions to be made. Unless the Parties agree otherwise, only necessary revisions shall be made to
12 the [Proposed] Final Approval Order and Judgment to be submitted to the Court.

13 28. **Fairness Hearing.** Upon expiration of the Document Receipt Deadline, the Parties
14 shall attend a Final Settlement Approval Hearing with the Court to finally approve the Settlement
15 as fair, reasonable, and adequate as to (a) Class Members; (b) attorneys' fees and costs to Class
16 Counsel; (c) the enhancement awards to the Class Representative; (d) the costs and fees for claims
17 administration; (e) the PAGA Allocation, and (f) the Individual Settlement Awards to be paid to
18 the Class Members, including the methodology used to calculate such awards.

19 **X. DUTIES OF THE PARTIES FOLLOWING COURT APPROVAL**

20 29. **Final Settlement Approval, And Entry Of Judgment.** At or before the Final
21 Settlement Approval Hearing, Class Counsel shall submit the [Proposed] Final Settlement
22 Approval Order and Judgment to the Court for the Court's approval and entry. After entry of the
23 Final Settlement Approval Order and Judgment, the Court shall have continuing jurisdiction over
24 the administration of the Settlement.

25 30. **Payment Of Settlement Amount.** Not later than thirty (30) calendar days following
26 the Effective Date, Defendant shall deposit the Total Class Action Settlement Amount into an
27 account established by the Claims Administrator. The Claims Administrator will retain authority
28 over the deposited funds, which are to be used in accordance with this Stipulation and any orders of

the Court. The Claims Administrator shall make all payments and other disbursements required by this Stipulation from the Total Class Action Settlement Amount. Defendant shall have no further obligations over the distribution of the Total Class Action Settlement Amount.

31. Provision Of Final Settlement Approval Order And Judgment To Claims Administrator. Within two (2) business days of final approval by the Court of the Settlement provided for in this Stipulation, Class Counsel shall provide the Claims Administrator with a copy of the Final Settlement Approval Order and Judgment.

XI. ADDITIONAL TERMS

32. Nullification Of Settlement. This Stipulation shall be null and void, and any order of judgment entered by the Court in furtherance of the Settlement shall be vitiated *nunc pro tunc*, if any of the following occurs:

- a) The Court does not enter the Final Settlement Approval Order and Judgment as provided for herein or contemplated by this Stipulation;
- b) The Court does not finally approve the Settlement as provided for herein;
- c) The Court does not enter a Final Settlement Approval Order and Judgment as provided for herein that becomes final as a result of the occurrence of the Effective Date; or
- d) The Settlement does not become final for any other reason.

In such a case, the Parties shall be returned to their respective statuses prior to the settlement, and the Parties shall proceed in all respects as if this Stipulation had not been executed. If an appeal is filed from the Court's Final Settlement Approval Order and Judgment prior to the Effective Date, administration of the Settlement shall be immediately stayed pending final resolution of the appeal process.

33. No Admissions. Nothing contained herein is to be construed or deemed to be an admission of liability or wrongdoing by Defendant. This Stipulation and the attached exhibits are settlement documents, and, pursuant to California Evidence Code section 1152, these documents shall be inadmissible in any proceeding except in an action or proceeding to approve, interpret, or enforce this Stipulation.

1 34. Amendment Or Modification. This Stipulation may be amended or modified only
2 by a written instrument signed by counsel for all Parties.

3 35. Entire Agreement. This Stipulation and the accompanying exhibits constitute and
4 comprise the entire agreement between the Parties. No oral or written representations, warranties,
5 or inducements have been made to any of the Parties concerning this Stipulation other than the
6 representations, warranties, and covenants contained and memorialized herein.

7 36. Construction. The Parties agree that the terms of this Stipulation and the
8 accompanying exhibits are the result of lengthy, arms-length negotiations, and that this Stipulation
9 shall not be construed in favor of or against any of the Parties by reason of the extent to which any
10 of the Parties or their respective counsel participated in the drafting of this Stipulation.

11 37. Parties' Authority. The signatories to this Stipulation represent that they are fully
12 authorized to enter into this Stipulation and to bind the Parties hereto to the terms and conditions
13 hereof.

14 38. Successors And Assigns. This Stipulation is binding upon, and inures to the benefit
15 of, the Parties' successors and assigns. The Parties represent and warrant that they have not,
16 directly or indirectly, assigned, transferred, or encumbered to any person or entity any portion of
17 any claim, demand, action, cause of action, or rights herein released and discharged except as set
18 forth herein.

19 39. Enforcement Of Actions. In the event that any of the Parties to this Stipulation
20 institutes any legal action, arbitration, or other proceeding against any of the other Parties to
21 enforce the provisions of this Stipulation or to declare rights or obligations under this Stipulation,
22 the successful Party shall be entitled to recover from the unsuccessful Party or Parties, reasonable
23 attorneys' fees and costs, including expert witness fees, incurred in connection with any such
24 enforcement proceedings.

25 40. Governing Law. All terms of this Stipulation shall be governed by and interpreted
26 according to the laws of the State of California.

41. Jurisdiction Of The Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith.

42. Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. Signatures may be affixed either by original signatures, PDF, or facsimile.

43. Notices. Unless otherwise specifically provided in this Stipulation, all notices, demands, and/or other communications will be in writing and will be deemed to have been duly given as of the third (3rd) business day after mailing by U.S. Mail, addressed as follows:

To The Class:

VAN VLECK & TURNER LLP
Brian Van Vleck
5757 Wilshire Blvd, Suite 535
Los Angeles, CA 90036

To Defendant:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Alexander M. Chemers
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

44. Enforceability. The Parties intend for this Agreement to be enforceable in the Superior Court of California for the County of Los Angeles, by and subject to the Court's pending jurisdiction.

45. Interpretation. This Stipulation shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against any Party. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and," and the singular or plural number shall be deemed to include the other. Captions and headings are intended solely for convenience of reference and shall not be used in the interpretation of this Stipulation.

46. Confidentiality.

a) Media Comment. The Parties and their respective counsel agree that the terms of this Settlement (including, but not limited to, any settlement amounts), the negotiations leading to this Settlement, and all documents related to the Settlement, shall not be discussed with, publicized, or promoted to the media, except as necessary in order to enforce its terms. Class Counsel and/or

1 Plaintiff will not list or refer to the Action in any mailing, publicity or similar materials –
2 including, but not limited to, any radio or television stations, newspapers, or magazines. In
3 response to any inquiries, including those from media outlets, concerning the settlement, the Parties
4 and their respective counsel agree that they shall simply respond by stating, “the matter has
5 resolved.”

6 b) Class Counsel Marketing And Adequacy Declarations. Class Counsel agrees not to
7 use Defendant’s name in marketing materials. Class Counsel and the Class Representative will not
8 make any posting on any instant message site, blog, or social networking site that uses Defendant’s
9 name, and will not list or refer to the Action in any website, mailings, publicity, or other similar
10 fora or materials. However, for the limited purpose of allowing Class Counsel to prove adequacy
11 as class counsel in other actions, Class Counsel may disclose the name of the Parties, the
12 venue/case number of the Action, a brief description of the case and the fact of the settlement. In
13 addition, to the extent that Class Counsel wishes to reference the settlement on their website, they
14 may do so but only in a manner that does not identify Defendant or the specific case. For example,
15 Class Counsel may describe the Total Class Action Settlement Amount and that the case involved
16 “technicians” for a “manufacturing company.” Further Nothing in this Agreement prevents Class
17 Counsel from communicating with any Class Member regarding the terms of this Settlement.

18 47. Exhibits Incorporated By Reference. The terms of this Stipulation include the terms
19 set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth
20 herein. Any Exhibit to this Stipulation is an integral part of the Settlement.

21 48. Interim Stay Of Proceedings. The Parties agree to refrain from further litigation in
22 the Action, except such proceedings necessary to implement and obtain an Order granting Final
23 Approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary
24 cessation of litigation shall terminate either as of the Effective Date or the date upon which this
25 Settlement has been denied by the Court and all subsequent attempts to cure deficiencies pursuant
26 to Paragraph 23 have ended.

27 49. Invalidity Of Any Provision. Before declaring any provision of this Stipulation
28 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible

1 consistent with applicable precedents so as to define all provisions of this Settlement valid and
2 enforceable.

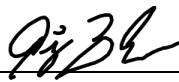
3 50. Class Certification For Settlement Purposes Only. The Parties agree to stipulate to
4 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not
5 approved, the stipulation to certification will be void. The Parties further agree that certification
6 for purposes of the Settlement is not an admission that class certification is proper under the
7 standard applied to contested certification motions and that this Settlement will not be admissible
8 in this or any other proceeding as evidence that (i) a class should or should not be certified or (ii)
9 Defendant is or is not liable to the Class Representative or the putative Class Members.

10 51. All Terms Subject To Final Court Approval. All amounts and procedures described
11 in this Stipulation shall be subject to final Court approval.

12 52. Execution Of Necessary Documents. All Parties shall execute all documents
13 reasonably necessary to effectuate the terms of this Settlement.

14 53. Binding Agreement. The Parties intend that this Settlement shall be fully
15 enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in
16 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
17 otherwise might apply under federal or state law.

18 Dated: November¹⁶, 2022

19 By: 
20 _____

21 Jaime Zambrano
22 Plaintiff and Class Representative

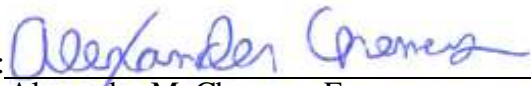
23
24 Dated: November 16, 2022 ASSA ABLOY ENTRANCE SYSTEMS US INC.

25 By: 
26 _____

27 Tanya Pino, Assistant General Counsel
28 For ASSA ABLOY Entrance Systems US Inc.

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Dated: November 16, 2022 OGLETREE, DEAKINS, NASH, SMOAK, &
STEWART, P.C.

By: 
Alexander M. Chemers, Esq.
Attorney for Defendant ASSA ABLOY Entrance
Systems US Inc.

Dated: November 16, 2022 VAN VLECK & TURNER LLP

By: 
Brian Van Vleck
Attorney for Plaintiff Jaime Zambrano

Exhibit 1

NOTICE OF SETTLEMENT OF CLASS ACTION

Jaime Zambrano v. ASSA ABLOY Entrance Systems US Inc.
Superior Court of the State of California, County of Los Angeles
Case No. 20STCV36618

To: All current and former non-exempt field technicians or installation technicians of ASSA ABLOY Entrance Systems US Inc. (“AAES”) who worked in the State of California from September 24, 2016 through [REDACTED], 2022 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2022 to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[IDENTIFYING INFORMATION]

IT IS IMPORTANT THAT YOU KEEP THE SETTLEMENT ADMINISTRATOR ADVISED TO ANY CHANGE OF ADDRESS

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement you are estimated to receive approximately \$[REDACTED] as your share of the Net Settlement Amount should the Court grant the settlement in full.

Please note that this is only an estimate based on: (1) the total number of workweeks you worked for AAES in California between September 24, 2016 and [REDACTED], 2022 (the “Class Period”), yours being [REDACTED], calculated at \$[REDACTED] per workweek; and (2) your pro rata allocation of the \$2,500 total Aggrieved Employee portion of the PAGA Allocation, which is calculated by the number of pay periods you worked between September 25, 2019, up through September 24, 2021 (“PAGA Period”), being [REDACTED] as compared to the total number of pay periods worked by all the Aggrieved Employees being approximately 3,000.

Your actual share of the Net Settlement Amount may be more or less than this estimate. Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you may “opt-out” of the settlement. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2022 (see Section V for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment, but you will preserve your right to pursue the Released Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.
OBJECT	If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by [REDACTED], 2022 (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Work Weeks listed below is incorrect, you may contact the Settlement Administrator to dispute your Work Week calculation (see Section IV for more details on how to dispute your Work Weeks). AAES’s records will be presumed

	correct, but you may provide evidence to the Settlement Administrator showing that your Work Week calculation is inaccurate.
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I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Jaime Zambrano v. ASSA ABLOY Entrance Systems US Inc.*, Los Angeles County Superior Court Case No. 20STCV36618 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

AAES’s records show that you were employed by the Company in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) with the job title of field technician or installation technician during the Class Period, which runs between September 24, 2016 and [REDACTED] 2022. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by AAES as a non-exempt employee in California with the job title of field technician or installation technician at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On September 24, 2020, Plaintiff and Class Representative Jaime Zambrano, through his attorneys (“Class Counsel”), filed a class and representative action complaint against AAES for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by AAES as field technicians or installation technicians in California at any time since September 24, 2016. Plaintiff alleges that AAES violated various Labor Code sections by failing to: pay wages for all hours worked, provide all required meal and rest breaks, timely pay final wages, provide accurate and complete wage statements, and other related claims.

AAES has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, AAES is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. AAES has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, AAES and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

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

If you are still employed by AAES, this Settlement will not affect your employment. It is entirely up to you whether to participate in the Settlement, and AAES will not take any adverse action against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the Class Members’ attorneys?

Attorneys for the Class Members:

Brian Van Vleck, Esq.
Stuart H. Kluft, Esq.
VAN VLECK & TURNER LLP
5757 Wilshire Blvd, Suite 535
Los Angeles, CA 90036
Office: (323) 920-0250
Direct: (818) 326-9561
Fax: (323) 920-0249

IV. What are the terms of the Settlement?

On [REDACTED], 2022 the Court certified a class, for settlement purposes only, of all non-exempt employees employed as field technicians or installation technicians by AAES in California at any time between September 24, 2016 and [REDACTED], 2022 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, (“Participating Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against AAES.

Without admitting any wrongdoing, AAES has agreed to pay \$400,000 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$[REDACTED] will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. \$10,000 of the Total Maximum Settlement Amount will be allocated to Plaintiff’s claim under the Private Attorneys General Act of 2004 (“PAGA”). Of this amount, \$7,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$2,500 will be included in the Net Settlement Amount to be divided between all Class Members.

Service Payment to Class Representative. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$10,000 to Jaime Zambrano to compensate him for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also may receive a share of the Settlement as a Class Member.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of 33.33% (\$133,333.33) of the common fund Maximum Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Maximum Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$[REDACTED]. Compensable work weeks will be all Work Weeks that a Settlement Class Member was employed by AAES in California as an installation technician or service technician during the Class Period. To calculate each Individual Settlement Payment, the Settlement Administrator will divide the total Work Weeks of all Settlement Class Members into the Net Settlement Amount to determine a per “Work Week Value”. The Workweek Value will be multiplied by the number of Work Weeks worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

For each Settlement Class Member, the Weeks Worked at AAES during the Class Period will be calculated from AAES's records. AAES's records indicate that you were employed for [REDACTED] **Work Weeks** in California during the Class Period of September 24, 2016, through [REDACTED], 2022. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before [REDACTED], 2022, with documentation to establish the number of weeks you claim to have actually worked for AAES as a field technician or installation technician in California between September 24, 2016 and [REDACTED], 2022. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be transmitted to the California Unclaimed Property Fund in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. Approximately thirty three percent (33.334%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining approximately sixty-six percent (66.666%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, it will be reported on IRS Form 1099 as income. Participating Class Members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, AAES and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Participating Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement. AAES shall separately pay the employers' share of any payroll tax obligations, which shall be reported through the Settlement Administrator.

Release. Once the Court approves the proposed Settlement and enters Judgment, and AAES funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against AAES. Specifically, the Participating Class Members will fully release and discharge AAES and all of all of its current or former parent companies, subsidiary companies, and/or related companies, partnerships, joint ventures, affiliates, divisions, and/or staffing agencies, and, with respect to each of them, all of their and/or such related entities' predecessors and successors, and, with respect to each such entity, all of its past, present, and/or future, direct and/or indirect, employees, officers, partners, principals, directors, stockholders, managers, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), investors, and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors of all causes of action and factual/legal theories or allegations that were alleged in the operative complaint in the Action, including but not limited to all of the following claims for relief: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to authorize and permit rest breaks, and to properly provide premium pay in lieu thereof; (e) improper and/or inaccurate wage statements; (f) failure to maintain required records; (g) waiting time penalties for untimely final pay; (h) unfair business practices; (i) civil penalties under the Private Attorneys General Act ("PAGA"); (j) any other claims or penalties under the wage and hour laws pleaded in the Action or primary rights associated with such laws; and (k) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, the California Unfair Competition Law, and the Fair Labor Standards Act. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing these Released Claims shall be at any time from September 24, 2016 and [REDACTED], 2022 ("Release Period").

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

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by AAES and it will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2022 with your full name, address, and signature. The Request for Exclusion should state the following or something similar:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ZAMBRANO v. ASSA ABLOY LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2022. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment; except that he or she is bound by the release of PAGA claims and will receive a pro rata share PAGA payment to Class Members.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object, you can submit a written objection stating your full name, address, telephone number, dates of employment at AAES, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections in writing must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2022. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2022, at [REDACTED] a.m. in Department 01 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2022. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court. In general, the Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection.

If you and/or any representative of yours appears in person you must adhere to the Los Angeles Superior Court’s current social distancing procedures [LIST THE CURRENT SOCIAL DISTANCING PROCEDURES AT TIME OF MAILING] which can also be found on the Los Angeles Superior Court website located at <https://www.lacourt.org>.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all Released Claims that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by AAES in California as a field technician or installation technician at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What are the next steps?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Service Payment to the Class Representative on [REDACTED], 2022 at [REDACTED] a.m. in Department 01 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

If you remain a Class Members and intend on appearing at the Final Approval Hearing you have the option to appear at the Final Approval Hearing via audio or video means, directions for how to do so are located at the Los Angeles Superior Court's website <https://www.lacourt.org>.

After the Final Approval Hearing you will be given notice of the Final Judgment rendered via www.phoenixclassaction.com/ZambranoAssaAbloy.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement (the Settlement Agreement) at Office of the Clerk, Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED], 2022. The deadline for mailing an objection to the Settlement Administrator is [REDACTED], 2022. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

Exhibit 2

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

JAIME ZAMBRANO, Individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ASSA ABLOY ENTRANCE SYSTEMS U.S.
INC., a Connecticut Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 20STCV36618

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL**

ASSIGNED FOR ALL PURPOSES TO:
The Honorable Stuart M. Rice, Dept. 1

Action Filed: September 24, 2020
Trial Date: None

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiff Jaime
2 Zambrano. After reviewing the Motion for Preliminary Approval and the Class Action Settlement
3 Agreement (“Settlement Agreement”) filed with the Court, and good cause appearing therefore, the
4 Court hereby finds and orders as follows:

- 5 1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement
6 Agreement appears to be fair, adequate and reasonable, falls within the range of
7 reasonableness, and therefore meets the requirements for preliminary approval.
- 8 2. The Court conditionally certifies for settlement purposes only the following class: “All
9 current and former non-exempt field technicians or installation technicians of Defendant
10 who worked in the State of California from September 24, 2016 through the date that the
11 Court enters the order granting preliminary approval of the settlement.”
- 12 3. The Court finds, for purposes of settlement only, that the Class meets the requirements for
13 certification under section 382 of the California Code of Civil Procedure in that: (1) the
14 Class is so numerous that joinder is impracticable; (2) there are questions of law and fact
15 that are common, or of general interest, to all Settlement Class Members, which
16 predominate over individual issues; (3) the Named Plaintiff’s claims are typical of the
17 claims of the Class; (4) the Named Plaintiff and Plaintiff’s counsel will fairly and
18 adequately protect the interests of the Class; and (5) a class action is superior to other
19 available methods for the fair and efficient adjudication of the controversy.
- 20 4. The Court appoints, for settlement purposes only, Named Plaintiff Jaime Zambrano as class
21 representative.
- 22 5. The Court appoints, for settlement purposes only, Van Vleck & Turner LLP as Class
23 Counsel.
- 24 6. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator.
- 25 7. The parties are ordered to carry out the settlement according to the terms of the Settlement
26 Agreement.
- 27 8. The Court orders the following implementation schedule:
28 a. Deadline to mail notices to Class Members: _____, 2022.

b. Deadline for serving and filing Motion for Final Approval: _____, 2022.

c. Final Approval Hearing: _____, 2022 at _____ a.m./p.m..

9. The Court approves, as to the form and content the Notice of Proposed Settlement of Class Action (“Class Notice”), which informs the members of the Class of the terms of the proposed Settlement, the preliminary approval of the Settlement, and the scheduling of the Final Approval Hearing. The Court finds that the dates selected for the mailing and distribution of the Class Notice meet the requirements of due process, provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. The Class Notice is hereby found to be the best means practicable of providing notice under the circumstances, and, when completed, shall constitute due and sufficient notice of the class action, proposed settlement, and the final approval hearing to all persons affected by and/or authorized to participate in the settlement, in full compliance with due process and the notice requirements of California Code of Civil Procedure § 877.6.

IT IS SO ORDERED.

Dated: _____

The Honorable Stuart M. Rice
JUDGE OF THE SUPERIOR COURT

Exhibit 3

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

JAIME ZAMBRANO, Individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

ASSA ABLOY ENTRANCE SYSTEMS U.S.
INC., a Connecticut Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 20STCV36618

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL**

ASSIGNED FOR ALL PURPOSES TO:
The Honorable Stuart M. Rice, Dept. 1

Action Filed: September 24, 2020
Trial Date: None

1 This matter came on for hearing on [REDACTED], upon the Motion for Final Approval of
2 the proposed settlement of this action on the terms set forth in the Joint Stipulation re: Class Action
3 Settlement (the “Settlement” or “Stipulation”), attached hereto as **Exhibit 1**. Due and adequate
4 notice having been given to the members of the Class, and having considered the Settlement, all
5 papers and proceedings held herein, and all oral and written comments received regarding the
6 proposed Settlement, and having reviewed the entire record in this action, and good cause
7 appearing, the Court finds that:

8 WHEREAS, plaintiff Jaime Zambrano (“Plaintiff”) has alleged claims against defendant
9 ASSA ABLOY Entrance Systems US Inc. (“Defendant”) on behalf of himself and on behalf of
10 others similarly situated, comprising: “All current and former non-exempt field technicians or
11 installation technicians of Defendant who worked in the State of California during the Class
12 Period”; and

13 WHEREAS, Plaintiff asserts claims against Defendant for (1) failure to pay minimum
14 wages; (2) failure to pay overtime; (3) failure to provide off-duty meal and rest periods; (4) failure
15 to provide accurate itemized wage statements; (5) failure to timely pay wages; (6) unlawful, unfair,
16 and deceptive business practices; and (7) civil penalties under the Labor Code Private Attorneys
17 General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (“PAGA”); and

18 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
19 law alleged in this Action, and further denies any liability whatsoever to Plaintiff or to the Class
20 Members; and

21 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
22 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
23 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

24 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or
25 about [REDACTED], 2022, which provides for a complete dismissal, with prejudice, of the claims
26 asserted in the Action against Defendant on the terms and conditions set forth in the Stipulation,
27 subject to the approval of this Court;

28 WHEREAS, this Court granted preliminary approval of the Parties’ Settlement in this

1 Action on or about [REDACTED] (the “Preliminary Approval Order”); and

2 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation and
3 the Preliminary Approval Order; and

4 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a
5 decision reached;

6 NOW, therefore, the Court grants final approval of the Settlement, and

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. To the extent defined in the Joint Stipulation re: Class Action Settlement, attached
9 hereto as **Exhibit 1** and incorporated herein by reference, the terms in this Order shall have the
10 meanings set forth therein.

11 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
12 Class.

13 3. The Court has determined that the notice given to the Class fully and accurately
14 informed all persons in the Class of all material elements of the proposed Settlement – including
15 the plan of distribution of the Settlement funds, the application for an enhancement award to the
16 Class Representative, and the application for an award of attorneys’ fees and costs to Class Counsel
17 – constituted the best notice practicable under the circumstances, and constituted valid, due, and
18 sufficient notice to all Class Members.

19 4. [REDACTED] Class Members objected to the Settlement.

20 5. [REDACTED] Class Members opted-out of the Settlement.

21 6. The Court hereby grants final approval of the Settlement and Stipulation as fair,
22 reasonable, and adequate in all respects to the Class Members and Orders the parties to
23 consummate the Settlement in accordance with the terms of the Stipulation.

24 7. The plan of distribution as set forth in the Stipulation providing for the distribution
25 of the Net Settlement Amount to Class Members is approved as being fair, reasonable, and
26 adequate.

27 8. There are [REDACTED] participating Settlement Class members.

28 9. The Class is defined as follows: “All current and former non-exempt field

1 technicians or installation technicians of Defendant who worked in the State of California during
2 the Class Period.”

3 10. The Class Period is defined as September 24, 2016 through [REDACTED], 2022.

4 11. Excluded from the Class would have been those persons who validly requested
5 exclusion in accordance with the requirements set forth in the Preliminary Approval Order.

6 12. As previously held in the Court’s Preliminary Approval Order, the Court appoints as
7 Class Counsel the following attorneys: Brian Van Vleck, Van Vleck & Turner LLP.

8 13. The Court approves the payment of attorneys’ fees in the amount of \$
9 [REDACTED] [not to exceed \$133,333.33] to Class Counsel, which shall be paid from, and not
10 in addition to, the Total Class Action Settlement Amount.

11 14. The Court approves the payment of attorneys’ costs in the amount of
12 \$ [REDACTED] [not to exceed \$20,000.00] to Class Counsel, which shall be paid from, and not
13 in addition to, the Total Class Action Settlement Amount.

14 15. The Court approves a payment in the amount of \$7,500.00 to the California Labor &
15 Workforce Development Agency, representing the State of California’s portion of civil penalties
16 under PAGA, which shall be paid from, and not in addition to, the Total Class Action Settlement
17 Amount.

18 16. The Court approves the payment of reasonable claims administration costs to the
19 Claims Administrator, Phoenix Settlement Administrators, in the amount of \$ [REDACTED] [not
20 to exceed \$5,995.00], which shall be paid from, and not in addition to, the Total Class Action
21 Settlement Amount.

22 17. The Court approves enhancement awards to Plaintiff and class representative Jaime
23 Zambrano in the amount of \$ [REDACTED] [not to exceed \$10,000.00], which amount shall be
24 paid from, and not in addition to, the Total Class Action Settlement Amount.

25 18. As set forth in the Stipulation, any checks issued to Class Members will expire one
26 hundred and eighty (180) days from the date they are issued by the Claims Administrator, and any
27 uncashed checks shall be tendered to the State of California Unclaimed Property Fund.

28 19. The Court having entered an order granting Final Approval of this Stipulation

hereby enters FINAL JUDGMENT in favor of Plaintiff and the Class Members in the amount of Four Hundred Thousand Dollars (\$400,000.00).

20. The Court hereby dismisses this Action with prejudice. Without affecting the finality of this Final Order and Judgment, the Court reserves exclusive and continuing jurisdiction over the Action; Plaintiff; the Class; and Defendant for the purposes of: **(a)** supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the Preliminary Approval Order, the distribution of the Total Class Action Settlement Amount, and the Final Order and Judgment; and **(b)** hearing and determining the application by Class Counsel for an award of attorneys' fees, costs, and expenses, which hearings shall take place concurrently with the hearing for this Final Order and Judgment.

21. Upon entry of this Final Order and Judgment, and by operation of this Final Order and Judgment, the claims in this Action of each Class Member against Defendant, and against any and all of the Released Parties (as defined in the Stipulation), are fully, finally, and forever released, relinquished, and discharged pursuant to the terms of the Stipulation.

22. By operation of this Final Order and Judgment, all members of the Class are hereby forever barred and enjoined from prosecuting the Released Class Claims against any of the Released Parties (as defined in the Stipulation).

23. By operation of this Final Order and Judgment, the Class Representative is hereby forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by the general release against any of the Released Parties (as defined in the Stipulation).

24. Each member of the Class is bound by this Final Order and Judgment, including, without limitation, the release of claims as set forth in the Stipulation.

25. This Final Order and Judgment and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

26. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Final Order and Judgment shall be rendered null and void to the

1 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,
2 all orders entered and releases delivered in connection herewith shall be null and void to the extent
3 provided by and in accordance with the Stipulation, and each party shall retain his, her or its rights
4 to proceed with litigation of the Action.

5 27. The Court finds that there is no just reason for delay of entry of this Final Order and
6 Judgment and hereby directs its entry.

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8 **IT IS SO ORDERED.**

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10 Dated: _____

11 The Honorable Stuart M. Rice
12 JUDGE OF THE SUPERIOR COURT
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