

Larry W. Lee [CSB No. 228175]
lwlee@diversitylaw.com
Kristen M. Agnew [CSB No. 247656]
agnew@diversitylaw.com
Nicholas Rosenthal [CSB No. 268297]
nrosenthal@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel: (213) 488-6555 | Fax: (213) 488-6554

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY, LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

JODIE BLANTON JR., YAZMIN
CORTES, and GABRIELA ESCRIBA,
individually, on a representative basis, and
on behalf of all others similarly situated;

Plaintiffs,

vs.

COMMUNICATIONS TEST DESIGN,
INC., a Pennsylvania Corporation; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: STK-CV-UOE-2021-0005136
*[Assigned to Hon. Judge Robert T. Waters, Dept.
11B, for all purposes]*

[PROPOSED] ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

Complaint filed: August 5, 2021

1 Having reviewed and read the Class and Representative Action Settlement Agreement
2 and Release of Claims (the “Settlement Agreement”) between Plaintiffs Jodie Blanton, Jr.,
3 Yazmin Cortes and Gabriela Escriba and Defendant Communications Test Design, Inc.,
4 (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of
5 the Motion for Preliminary Approval of Class Action Settlement, the documents submitted in
6 support of the motion, and all supporting legal authorities and documents, IT IS HEREBY
7 ORDERED:

8 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
9 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
11 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
12 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of
13 arms-length negotiations conducted after the Parties adequately investigated and became familiar
14 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
15 the Settlement process supports the Court’s conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently defined community of interest among the Class
18 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
19 Class, for settlement purposes only:

20 All current and former non-exempt employees who worked at a
21 CTDI Facility in California at any time during the Class Period,
22 including Direct Hires of CTDI and Temporary Employees.

23 3. Additionally, the “Aggrieved Employees” are defined to include: “All current and
24 former non-exempt employees who worked at a CTDI Facility in California at any time during
25 the PAGA Period, including Direct Hires of CTDI and Temporary Employees.”

26 4. As set forth in the Settlement Agreement and as relevant to Class and Aggrieved
27 Employees definitions: (a) “Class Period” means the period of June 19, 2019, through August 7,
28 2022, (b) “PAGA Period” means the period of March 19, 2020, through August 7, 2022, (c)

1 “Direct Hires of CTDI” means and refers to individuals who were hired directly by CTDI and
2 employed to work at the CTDI Facility, and (d) “Temporary Employees” refers to individuals
3 who were employed by a Staffing Agency and assigned to work at a CTDI Facility in California
4 at any time during the Class Period and/or PAGA Period.

5 5. The class action settlement set forth in the Settlement Agreement between
6 Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the
7 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
8 to any objections that may be raised at the Final Approval Hearing.

9 6. For settlement purposes only, the Court appoints Plaintiffs Jodie Blanton, Jr.,
10 Yazmin Cortes and Gabriela Escriba as Class Representative, and Brian Mankin, Larry Lee,
11 Nickolas Rosenthal, David Spivak and Louis Benowitz as Class Counsel.

12 7. The Court approves ILYM Group to act as the Settlement Administrator.

13 8. The Court approves, as to form and content, the Class Notice and finds that the
14 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
15 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
16 proposed settlement terms and of their options, including: (1) the nature of the action, the
17 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
18 (2) Named Plaintiffs’ and Class Counsel’s applications for the Class Representative Service
19 Payment, and Class Counsel’s request for attorneys' fees and costs; (3) a formula used to
20 determine the Class Member’s estimated Individual Settlement Payment; (4) Settlement Class
21 Members’ rights to appear through counsel if they desire; (5) how to object to the Settlement or
22 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
23 information regarding the action and the Settlement. Counsel for the Parties are authorized to
24 correct any typographical errors in settlement and make clarifications, to the extent the same are
25 found or needed, so long as such corrections do not materially alter the substance of the
26 documents.

27 9. The Court approves the procedure for Class Members to participate in, request
28 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement

1 and the Class Notice.

2 10. The Court finds that the deadlines and method set forth in the Settlement
3 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
4 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
5 entitled to notice, and otherwise satisfy the requirements of California law and due process.

6 11. The Court directs the Settlement Administrator to perform address verification
7 measures and mail the Class Notice by first class mail to the Class Members not later than 30
8 days after it receives the “Combined Class Data” as defined in the Settlement Agreement and to
9 otherwise carry out the Settlement according to the terms of the Settlement Agreement and in
10 conformity with this Order. The Parties are also ordered to carry out the Settlement according to
11 the terms of the Settlement Agreement.

12 12. All Class Members shall be deemed to participate in the Settlement, although any
13 Class Member who wishes to comment on or object to the Settlement or who elects not to
14 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
15 submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the
16 Class Notice.

17 13. The Court approves the handling of unclaimed funds set forth in the Settlement
18 Agreement, specifically that any unclaimed funds in the Settlement Administrator’s account as a
19 result of a failure to timely cash a settlement check shall be issued to the State Controller’s
20 Office in the name of the Class Member, as set forth in the Settlement Agreement.

21 14. A final approval hearing shall be held in this Court on
22 _____, 2023 at _____ a.m. to determine (1) whether the proposed
23 settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the
24 amount of Attorneys’ Fees and Costs Award to Class Counsel; and (3) the amount of the Service
25 Payment to the Class Representative. The Court may continue or adjourn the final approval
26 hearing without further notice to the Class Notice.

27 15. Counsel for the parties shall file memoranda, declarations, or other statements and
28 materials in support of their request for final approval of the Settlement, attorneys’ fees,

1 litigation costs, Class Representatives' Service Payment, Settlement Administration Costs, and
2 payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time
3 limits set by the Code of Civil Procedure and the California Rules of Court.

4 16. Neither this Order, the Settlement Agreement, nor any document referred to
5 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
6 may be construed as, or may be used as an admission by or against Defendant or any of the other
7 Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing
8 or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any
9 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
10 be evidence of, an admission or concession with regard to the denials or defenses by Defendant
11 or any of the other Released Parties and shall not be offered in evidence in any action or
12 proceeding against Defendant or any of the Released Parties in any court, administrative agency
13 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order,
14 the Settlement Agreement, or any related agreement or release.

15 17. The Court may, for good cause shown, extend any of the deadlines set forth in
16 this Order.

17 18. In the event that the Settlement Agreement does not receive final approval or the
18 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
19 shall be vacated.

20 19. Pending the Final Approval hearing, all proceedings in this action, other than
21 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
22 Order, are stayed.

23 20. Counsel for the parties are hereby authorized to utilize all reasonable procedures
24 in connection with the administration of the Settlement which are not materially inconsistent
25 with either this Order or the terms of the Settlement.

26
27 Date: _____

28 Hon. Robert T. Waters