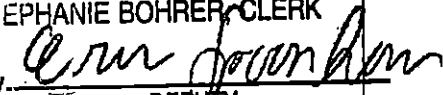


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AUG 23 2023

Filed
STEPHANIE BOHRER, CLERK

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

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN JOAQUIN

15
16 JODIE BLANTON JR., YAZMIN CORTES,
17 and GABRIELA ESCRIBA, individually, on
18 a representative basis, and on behalf of all
others similarly situated;

19 Plaintiffs,

20 vs.

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

24 Defendants.
25
26
27
28

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

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF JUDGMENT

FILE BY FAX

AUG - 1 2023

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class and Representative Action Settlement Agreement and Release of Claims
3 ("Settlement Agreement") came for a hearing in Department 11B of the above-entitled court.
4 The Final Approval Motion was unopposed by Defendant Communications Test Design, Inc.
5 ("Defendant").

6 Having considered the Final Approval Motion, the Settlement Agreement, the
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
10 Due and adequate notice having been given to the Class, and the Court having considered the
11 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
12 comments received regarding the proposed settlement, and having reviewed the record in this
13 Action, and good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
16 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter over this Action, the
18 Plaintiffs/Class Representatives Jodie Blanton, Jr., Yazmin Cortes and Gabriela Escriba, the
19 Class Members, and Defendant.

20 3. The Court finds that the distribution of the Class Notice, as provided for in the
21 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
22 under the circumstances to all Class Members and fully met the requirements of California law
23 and due process under the California and United States Constitution. Based on evidence and
24 other material submitted, the actual notice to the class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the
26 claims alleged, and the Court finds in favor of settlement approval.
27
28

1 5. The Settled Class Claims on behalf of the Participating Class Members included:

2 all causes of action and claims, charges, complaints, liens, demands
3 that were alleged in the Consolidated Complaint or reasonably could
4 have been alleged based on the allegations, the facts, statutory
5 citation and/or legal theories contained in the Consolidated
6 Complaint, including all of the following claims for relief: (a)
7 failure to pay minimum wages, regular wages and/or overtime pay
8 (including any theory of failure to pay any and all wages for all time
9 worked or earned); (b) failure to provide or pay premium payments
10 for meal periods; (c) failure to provide or pay premium payments
11 for rest periods; (d) failure to reimburse business expenses; (e)
12 failure to provide complete and accurate wage statements; (f) failure
13 to pay wages upon termination; (f) violations of the California
14 Business & Professions Code §§ 17200 *et seq.* (g) failure to provide,
15 pay, and/or post sick pay at the appropriate rate of pay, and (h)
16 reimbursement of business expenses. These claims include, but are
17 not limited to, California Labor Code sections 201, 202, 203, 226,
18 226.7, 227.3, 246, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800,
19 and 2802 and all related provisions of the California Code of
20 Regulations, the California Industrial Wage Orders, the California
21 Business & Professions Code sections 17200 *et seq.* The release of
22 the foregoing claims, extends to all theories of relief regardless of
23 whether the claim is, was or could have been alleged as separate
24 claims, causes of action, lawsuits or based on other theories of relief,
25 or different right or duty of an alleged statute, whether under federal
26 law, state law or common law (including, without limitation, as
27 violations of the California Labor Code, the Wage Orders,
28 applicable regulations, and California's Business and Professions
Code section 17200). Settled Class Claims includes all types of
relief available for the above-referenced claims, including, without
limitation, any claims for damages, restitution, losses, penalties,
fines, liens, attorneys' fees, costs, expenses, debts, interest,
injunctive relief, declaratory relief, or liquidated damages. The time
period governing the Settled Class Claims shall be the same as the
Class Period.

23 6. The PAGA Released Claims on behalf of the Aggrieved Employees included:

24 All claims for civil penalties under the Private Attorneys General
25 Act, Labor Code § 2698 *et seq.*, that Plaintiffs alleged against the
26 Released Parties, on behalf of Aggrieved Employees and State of
27 California, based on the facts stated in the Consolidated Complaint
28 and in Plaintiffs' notice letters to the LWDA (including any
amendments thereto), or reasonably could have been alleged based
on the allegations, the facts, statutory citation and/or legal theories
under the PAGA contained in the Consolidated Complaint,

1 including all of the following claims for relief: (a) failure to pay
2 minimum wages, regular wages and/or overtime pay (including any
3 theory of failure to pay any and all wages for all time worked or
4 earned); (b) failure to provide or pay premium payments for meal
5 periods; (c) failure to provide or pay premium payments for rest
6 periods; (d) failure to reimburse business expenses; (e) failure to
7 provide complete and accurate wage statements; (f) failure to timely
8 pay each week; (g) failure to pay wages upon termination; (h) failure
9 to provide safe and healthful working conditions, (i) failure to
10 provide, pay, and/or post sick pay at the appropriate rate of pay, and
11 (j) reimbursement of business expenses. These claims include, but
are not limited to, California Labor Code sections 201, 202, 203,
204, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1197, 1197.1,
1198, 2800, and 2802 and all related provisions of the California
Code of Regulations, and the California Industrial Wage Orders.
The time period governing the PAGA Released Claims shall be any
time during the PAGA Period.

12 7. There were no Objections to the Settlement, and no Requests for Exclusion.

13 Thus, all Class Members are Participating Class Members, who are entitled to an Individual
14 Settlement Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved
15 Employees are entitled to an individual PAGA payment, constituting a pro rata share of PAGA
16 Penalties.

17 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
18 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
19 Parties. The Parties are directed to perform in accordance with the terms set forth in the
20 Settlement Agreement.

21 9. The Parties are to bear their own costs, except as otherwise provided in the
22 Settlement Agreement.

23 10. For purposes of effectuating this Order and Judgment, this Court has certified the
24 following class: "All current and former non-exempt employees who worked at a CTDI Facility
25 in California at any time during the Class Period of June 19, 2019, through August 7, 2022,
26 including Direct Hires of CTDI and Temporary Employees." The Court deems this definition
27 sufficient for purposes of California Rules of Court, rule 3.765(a).
28

1 11. With respect to the Class and for purposes of approving this Settlement, this Court
2 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
3 joinder of all members is impracticable; (b) there are questions of law or fact common to the
4 Class Members, and there is a well-defined community of interest among the Class Members
5 with respect to the subject matter of the Action; (c) the claims of the Class Representatives are
6 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
7 adequately protected the interests of the Class Members; (e) a class action is superior to other
8 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
9 for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the
10 Plaintiffs in their individual and representative capacity and for the Class.

11 12. By this Judgment, the Class Representatives shall release, relinquish, and
12 discharge, and each of the Participating Class Members shall be deemed to have, and by
13 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
14 discharged all Settled Class Claims, as defined in the Settlement Agreement.

15 13. Neither the Settlement Agreement nor the Settlement contained therein, nor any
16 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
17 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or
18 Participating Class Members as an admission of, or evidence of, the validity of any of the Settled
19 Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released
20 Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representatives or
21 Participating Class Members as an admission of, or evidence of, any fault or omission of
22 Defendant or any of the other Released Parties in any civil, criminal, or administrative
23 proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other
24 Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any
25 other action that may be brought against it or them in order to support a defense or counterclaim
26 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment
27 bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or
28 counterclaim.

1 14. The Gross Settlement Amount to be paid under the Settlement Agreement is
2 \$2,000,000. From this amount, Class Counsel sought attorneys fees of \$700,000.00, Class
3 Counsel's litigation expenses of \$23,765.56, Service Awards to Class Representatives Jodie
4 Blanton, Jr., Yazmin Cortes and Gabriela Escriba of \$15,000 each, Administrator Expenses of
5 \$71,350.00 to ILYM Group, \$150,000 to the LWDA for PAGA penalties and \$50,000 to the
6 Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In
7 addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay
8 all employer payroll taxes owed on the wage portion of the Individual Class Payments, which
9 shall be reported through the Settlement Administrator. The Court finds that the Settlement
10 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
11 Settlement Amount:

- 12 A) \$700,000.00 to Class Counsel for attorneys fees;
13 B) \$23,765.56 to Class Counsel's litigation costs, which shall be allocated as
14 \$10,887.97 to Lauby Mankin Lauby LLP, \$5,895.85 to the Diversity Law Group and
15 \$6,981.74 to Spivak Law;
16 C) \$15,000 each to Class Representatives Jodie Blanton, Jr., Yazmin Cortes
17 and Gabriela Escriba as a Service Award;
18 D) \$71,350.00 to the Settlement Administrator, ILYM Group;
19 E) \$150,000 to the LWDA;
20 F) \$50,000 to the Aggrieved Employees on a pro rata basis;
21 G) After deducting the foregoing payments from the Gross Settlement
22 Amount, the remainder shall form the Net Settlement Amount payable to the
23 Participating Class Members as set forth in the Settlement Agreement and as calculated
24 by the Settlement Administrator.

25 15. The Settlement Administrator is directed to calculate the Participating Class
26 Member's Individual Settlement Payments and the Aggrieved Employees' individual PAGA
27 payments and issue all payments within in accordance with the Settlement Agreement and this
28 Order/Judgment.

1 16. Concurrently with mailing the settlement checks to the Participating Class
2 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
3 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
4 check for the Participating Class Members, noting the following: "Please be advised that on
5 [insert date], 2023, the Superior Court of California for the County of San Joaquin entered
6 Judgment in the case entitled *Blanton et al. v. Communications Test Design, Inc., et al.*, pending
7 in Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-
8 2021-0005136, on behalf of all current and former non-exempt employees who worked at a
9 CTDI Facility in California at any time during the Class Period of June 19, 2019, through August
10 7, 2022, including Direct Hires of CTDI and Temporary Employees."

11 17. The Participating Class Members shall have 180 days to negotiate the settlement
12 check from the date of issuance by the Settlement Administrator. In the event that a
13 Participating Class Member or Aggrieved Employee does not negotiate his/her check within this
14 time period, the check will be canceled. The value of the unclaimed funds in the Settlement
15 Administrator's account as a result of a failure to timely cash a settlement check shall be issued
16 to the State Controller's Office for the State of California in the name of the person.

17 18. For all Horizon Personnel Services Temporary Employees ("Horizon Temporary
18 Employees") who do not verify their status as a Class Member by the end of the 180 check
19 cashing period, pursuant to the Court's May 22, 2023 Order and the newspaper ad informing
20 Horizon Temporary Employees of the Settlement, their funds shall be transmitted to the
21 following cy pres within 30 days of the check cashing deadline: CASA Youth Center
22 (www.casaforchildren.org).

23 19. The following dates shall govern for purposes of this implementing this
24 Order/Judgment:

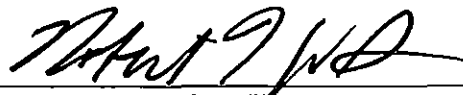
25 August 23, 2023	The Final Order is entered and the Effective 26 Date occurs.
27 October 7, 2023	Defendant shall wire the Gross Settlement 28 Amount, plus its share of payroll taxes, to the Settlement Administrator.

October 17, 2023	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for attorneys fees and litigation expenses, the Service Payment to the Class Representatives, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses.
180 days after payment is issued (approximately April 14, 2024)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
May 15, 2024	Deadline for the Settlement Administrator to transmit all unclaimed funds allocated to Horizon Temporary Employees to the designed cy pres: Casa Youth Center.
May 30, 2024	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 8/23/2023


HON. ROBERT T. WATERS
JUDGE OF THE SUPERIOR COURT