

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 06 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EDWARD CRUZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

C T CORPORATION SYSTEM., a
Delaware Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: 30-2022-01261966-CU-OE-CXC
[Assigned to Hon. Melissa R. McCormick,
Dept CX104, for all purposes]

ORDER:

- 1) PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
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: May 25, 2022

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Through mediation, the Parties were able to reach a settlement as further described below. In preparation for the mediation, the Parties informally exchanged documents and information that allowed both sides to rigorously evaluate the strengths and risks of the case. The Parties were thereafter able to enter into a settlement agreement and have now moved for preliminary approval of the Parties' settlement.

Having reviewed and read the Class and PAGA Representative Action Settlement Agreement and Release of Claims and Amendment to Settlement Agreement (collectively, the “Settlement Agreement” or “Settlement”), which are attached hereto as **Exhibit A**, between Plaintiff Edward Cruz and Defendant C T Corporation Systems (collectively, the “Parties”), as well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class and PAGA Representative Action Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

2. The Court GRANTS preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at a Final Approval

1 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
2 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
3 arms-length negotiations conducted after the Parties adequately investigated and became familiar
4 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
5 the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

6 3. For settlement purposes only, the Court finds that the proposed Class is
7 ascertainable and that there is a sufficiently defined community of interest among the Class
8 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
9 Class, for settlement purposes only:

10 All current and former non-exempt (hourly paid) employees
11 employed by Defendant in California at any time during the Class
12 Period.

13 4. Additionally, the "PAGA Settlement Employees" are defined to include: "all
14 current and former non-exempt (hourly paid) employees employed by Defendant in California at
15 any time during the PAGA Period."

16 5. As set forth in the Settlement Agreement and as relevant to Class and PAGA
17 Settlement Employees definitions: (a) "Class Period" means the period of May 25, 2018, through
18 May 22, 2023, and (b) "PAGA Period" means the period of May 25, 2021, through May 22,
19 2023.

20 6. For settlement purposes only, the Court appoints Plaintiff Edward Cruz as Class
21 Representative, and Brian Mankin and Peter Carlson as Class Counsel.

22 7. The Court preliminarily appoints Phoenix Settlement Administrators to act as the
23 Administrator, and preliminarily approves administrative costs not to exceed \$7,000 out of the
24 Settlement Amount for services to be rendered by Phoenix on behalf of the class.

25 8. The Court preliminarily approves the following payments from the Settlement
26 Amount:

- 27 a. \$316,666.66 to Class Counsel for attorneys' fees (not to exceed 1/3
28 of the Settlement Amount);

- b. \$20,000.00 to Class Counsel for litigation costs (not to exceed);
- c. \$7,500.00 to Plaintiff as a Class Representative Service Payment (not to exceed);
- d. \$7,000.00 to the Administrator, Phoenix Settlement Administrators (not to exceed);
- e. \$90,000 for PAGA penalties (\$67,500 to the LWDA);

9. The Court approves, as to form and content, the Notice and Notice Packet, which are attached hereto as **Exhibit B**. The Court further finds that the Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the proposed settlement terms and of their options, including: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (2) Plaintiff's and Class Counsel's applications for the Class Representative Service Payment, and Class Counsel's request for attorneys' fees and costs; (3) a formula used to determine the Class Member's estimated Individual Class Payment and Individual PAGA Payment; (4) Settlement Class Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement. Counsel for the Parties are authorized to correct any typographical errors and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents.

10. The Court approves the procedure for Class Members to participate in, request exclusion from or object to, as set forth in the Settlement Agreement and the Notice.

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

12. The Court directs the Administrator to perform address verification measures and mail the Notice by first class mail to the Class Members not later than 10 days after it receives

1 the "Class Data" as defined in the Settlement Agreement and to otherwise carry out the
2 Settlement according to the terms of the Settlement Agreement and in conformity with this
3 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
4 Settlement Agreement. The Administrator is directed to attach all disputes, objections and opt-
5 outs it receives to its declaration of due diligence.

6 13. All Class Members who do not timely submit a Request for Exclusion shall be
7 bound by the Class Settlement. Any Class Member who wishes to dispute the number of
8 Workweeks he/she worked during the Class Period and/or the PAGA Period as listed on the
9 Notice, comment on or object to the Settlement or who elects not to participate in the Class
10 Settlement has until sixty (60) days after the mailing of the Class Notice to submit a dispute,
11 objection, or Request for Exclusion, pursuant to the procedures set forth in the Notice.
12 Alternatively, a Class Member can orally object at the Final Approval Hearing, regardless of
13 whether a written objection was filed.

14 14. PAGA Settlement Employees cannot opt out of the PAGA Settlement and release
15 and all PAGA Settlement Employees will receive an Individual PAGA Payment if the Settlement
16 is approved.

17 15. The Court approves the handling of unclaimed funds set forth in the Settlement
18 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
19 failure to timely cash a settlement check shall be issued to the California State Controller's
20 Unclaimed Property Fund in the name of the Participating Class Member or PAGA Settlement
21 Employee, as set forth in the Settlement Agreement.

22 16. The following dates shall govern for purposes of this settlement:

23 October 26, 2023	Preliminary Approval (PA) hearing
24 December 5, 2023 25 (40 days after PA)	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
26 February 5, 2024 27 (60 days after mailing Notice)	Deadline for Class Members to submit Disputes, Requests for Exclusion and Objections to the settlement.
28 16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of fees, costs and service payments.

9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval, or filing response to an objection.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
Date: March 14, 2024 Time: 2:00 p.m.	Final Approval Hearing.

17. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court, including considering any objections from Class Members; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative. If the Court continues the Final Approval Hearing, the new hearing date and time shall be posted on the Administrator's website.

18. Filed concurrently with the Motion for Final Approval, Class Counsel shall file with the Court and serve a declaration by the Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice Hearing and proof of mailing with regard to the mailing of the Notice Packet.

19. Class Counsel shall file and Defendant's Counsel may file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representative's Service Payment, Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

20. Participating Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator either at or prior to the Court's Final Approval Hearing. Alternatively, a Class Member may object in person or through their designated counsel at the Final Approval hearing even if no prior written objection is made or if an invalid written objection was submitted. The Parties may file a response to any

1 written objections submitted by Participating Class Members either at or prior to the Final
2 Approval Hearing.

3 21. This Settlement is not a concession or admission and shall not be used against
4 Defendant or any of the Released Parties as an admission or indication with respect to any claim
5 of fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement
6 is finally approved, neither the Settlement nor any document, statement, proceeding or conduct
7 related to the Settlement, nor any reports or accounts thereof, shall in any event be may be
8 construed or used as an admission by or against Defendant or any of the Released Parties of any
9 fault, wrongdoing or liability whatsoever. The Court's findings are for purposes of conditionally
10 certifying a Class in the context of this Settlement and will not have any claim or issue or
11 evidentiary preclusion or estoppel effect in any other action against the Released Parties or in
12 this litigation if the Settlement is not finally approved. If for any reason the Court does not
13 execute and file a Final Approval Order, or if the Effective Date, as defined in the Settlement
14 Agreement, does not occur for any reason whatsoever, the Settlement Agreement shall be null
15 and void and any order entered by the Court in furtherance of the Settlement shall be treated as
16 void from the beginning. In such even, the Parties shall be returned to their respective statuses as
17 of the date and time immediately prior to the execution of this Settlement Agreement and the
18 Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

19 22. The Court may, for good cause shown, extend any of the deadlines set forth in
20 this Order.

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

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

27 Date: November 6, 2023



28 _____
Melissa R. McCormick
Judge of the Superior Court

EXHIBIT "A"

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C T CORPORATION SYSTEM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EDWARD CRUZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

C T CORPORATION SYSTEM, a Delaware
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 30-2022-01261966-CU-OE-CXC
[Assigned to Hon. Judge Peter Wilson, Dept
CX102, for all purposes]

**CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Class Action and PAGA Representative Action Settlement Agreement and Release
2 of Claims is entered into by and between Plaintiff Edward Cruz, individually and on behalf of
3 the proposed Settlement Class, and on behalf of the State of California, and Defendant C T
4 Corporation System, and is approved as to form by their respective counsel of record, subject to
5 the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Edward Cruz v. C T*
8 *Corporation System*, Orange County Superior Court, Case No. 30-2022-01261966-CU-OE-CXC.

9 2. "Administrator" means and refers to Phoenix Settlement Administrators, the
10 third-party class action settlement administrator agreed to by the Parties, that will provide the
11 Notice to the Class Members and distribute the settlement amounts as described in this
12 Agreement.

13 3. "Administration Costs" means the costs payable from the Settlement Amount to
14 the Administrator for administering this Settlement, including, but not limited to, printing, and
15 mailing the Notice, calculating Settlement payments, tracking documents for this Settlement, tax
16 reporting, and calculation and payment to applicable tax authorities of the employee and
17 employer share of payroll taxes, unclaimed property due diligence, reporting and remittance
18 obligations, distributing the Settlement Amount, and providing necessary reports and
19 declarations, as requested by the Parties. The Administration Costs shall be paid from the
20 Settlement Amount, including, if necessary, any costs approved by the Court in excess of the
21 amount represented by the Administrator as being the maximum costs necessary to administer
22 the Settlement.

23 4. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
24 Action and PAGA Representative Action Settlement Agreement and Release of Claims.

25 5. "Class" or "Settlement Class" is the proposed settlement class defined as all
26 current and former non-exempt (hourly paid) employees employed by Defendant in California at
27 any time during the Class Period.

28 6. "Class Member(s)" refers to individual members of the Class.

7. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin &

1 Lauby LLP.

2 8. "Class Data" means a complete list that Defendant will diligently and in good
3 faith compile from their records and provide to the Administrator on one spreadsheet which shall
4 include, to the extent available from Defendant's records, for each Class Member, the
5 individual's full name; last known mailing address; Social Security Number; total Workweeks
6 during the PAGA Period; and total Workweeks during the Class Period.

7 9. "Class Period" is deemed to be any time during the period of May 25, 2018,
8 through May 22, 2023.

9 10. "Class Representative" or "Plaintiff" means and refers to Plaintiff Edward Cruz.

10 11. "Complaint" refers to the operative class and PAGA representative action
11 complaint filed in the Orange County Superior Court on May 25, 2022.

12 12. "Court" means the California Superior Court, County of Orange.

13 13. "Defendant" means and refers to C T Corporation System.

14 14. "Defendant's Counsel" or "Defense Counsel" means and refers to Morgan, Lewis
15 & Bockius LLP.

16 15. "Effective Date" means the date on which the Court's order granting Final
17 Approval of this Settlement becomes final. Such order becomes final upon the following events:
18 (i) if no Class Member timely and properly objects or intervenes, or files a motion to vacate the
19 judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the
20 date of the Court's Notice of Entry of Order regarding Final Approval of the Settlement; or (ii) if
21 a Class Member objects or intervenes, or files a motion to vacate the judgment approving the
22 Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an
23 order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, then
24 the date of final resolution of that appeal or other collateral attack (including any requests for
25 rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

26 16. "Escalator Clause:" Defendant represented prior to the mediation that through
27 January 25, 2023, there were approximately 190 Class Members who collectively worked a total
28 of approximately 25,000 Workweeks. Because these numbers will increase through the end of
the Class Period (May 22, 2023), the Parties agree that if the actual number of Workweeks

1 through May 22, 2023 (as reported in the Class Data) exceeds 35,000 total Workweeks, then
2 Defendant will proportionally increase the Settlement Amount; i.e., proportionally increased
3 Settlement Amount = Total Number of Workweeks as of May 22, 2023 ÷ 35,000 Workweeks ×
4 \$950,000.

5 17. "Final Approval" refers to the order of the Court granting final approval of this
6 Settlement and entering a judgment approving this Agreement on substantially the terms
7 provided herein or as may be modified by subsequent agreement of the Parties. Plaintiff shall
8 prepare the motion for final approval, and Defendant will not object to Plaintiff's motion
9 provided it is consistent with the terms herein. Defendant's counsel will be provided with a
10 reasonable opportunity of no less than five (5) court days to review and comment upon the draft
11 motion before it is filed, and Class Counsel agrees to reasonably consider the comments from
12 counsel for Defendant.

13 18. "Individual Class Payment" refers to each Participating Class Member's share of
14 the Net Settlement Amount, as further discussed in Paragraph 47(c) below.

15 19. "Individual PAGA Payment" refers to the pro rata share of a PAGA Settlement
16 Employee's PAGA Payment from the 25% of PAGA Penalties, as further discussed in Paragraph
17 47(h) below.

18 20. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 47(b)
19 below.

20 21. "Notice" means the notice of proposed class and representative action settlement
21 that will be sent to the Class Members and which will advise each Class Member of the
22 settlement including how his or her Individual Class Payment and if applicable Individual PAGA
23 Payment will be calculated, Class Member rights and deadlines to be excluded from the Class
24 and will further advise of the setting of a Final Approval Hearing.

25 22. "Notice Packet" means the Notice, Request for Exclusion Form, and Objection
26 Form to be sent to all Class Members, which are collectively attached as Exhibit "A".

27 23. "PAGA Penalties" means the amount that the Parties have agreed to pay allocated
28 to PAGA civil penalties, 75% of which will be paid to the Labor and Workforce Development
Agency ("LWDA"), and 25% of which will be allocated for Individual PAGA Payments, as

1 required by the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§
2 2698, *et seq.*, “PAGA”).

3 24. “PAGA Period” is deemed to be any time during the period of May 25, 2021,
4 through May 22, 2023.

5 25. “PAGA Settlement Employee(s)” means all current and former non-exempt
6 (hourly paid) employees employed by Defendant in California at any time during the PAGA
7 Period. All PAGA Settlement Employees will receive an Individual PAGA Payment, regardless
8 of whether they exclude themselves from the Class Settlement.

9 26. “Participating Class Member” means any and all Class Members who do not opt-
10 out by submitting timely valid Requests for Exclusion. Only Participating Class Members will
11 receive an Individual Class Payment.

12 27. “Parties” or “Settling Parties” mean Plaintiff and Defendant, collectively.

13 28. “Preliminary Approval Date” means the date the Court approves the Settlement
14 and enters the Preliminary Approval Order.

15 29. “Preliminary Approval Order” means the judicial Order to be jointly prepared by
16 the Parties and entered by the Court, upon the motion of the Plaintiff, preliminarily approving
17 this Settlement and providing for the issuance of the Notice Packet to the Class, an opportunity
18 to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and
19 setting a final approval hearing on the fairness of the terms of Settlement, including approval of
20 attorneys’ fees and costs. Provided that the motion is consistent with the terms herein,
21 Defendant will not object to Plaintiff’s motion for preliminary approval. Defendant’s counsel
22 will be provided with a reasonable opportunity of no less than ten (10) days to review and
23 comment upon the draft motion before it is filed, and Class Counsel agrees to reasonably
24 consider the comments from counsel for Defendant.

25 30. “QSF” means the Qualified Settlement Fund set up by the Administrator which
26 the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning
27 of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Administrator shall, in establishing the
28 account, make any such elections as necessary or advisable to carry out the “relation back
election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such

1 elections shall be made in compliance with the procedures and requirements contained in such
2 regulations. The Parties further agree and acknowledge that, for purposes of Section 468B of the
3 Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations
4 promulgated thereunder, only the Defendant shall be treated as a "transferor" (within the
5 meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the QSF.

6 31. "Released Class Claims" by the Participating Class Members upon Final
7 Approval of the Settlement means any and all claims and/or causes of action that were or could
8 have been pled based on the facts alleged in the Complaint and/or the LWDA Notice, including
9 but not limited to, any claim for: (a) failure to pay minimum wages, (b) failure to pay overtime
10 wages (including failure to include additional earned compensation in the calculations for the
11 regular rate of pay), (c) failure to provide meal periods, (d) failure to provide rest breaks, (e)
12 failure to reimburse business expenses, (f) failure to carry over (including due to forfeiture of
13 unused PTO) or pay vested vacation/PTO, (g) failure to timely pay wages during or upon
14 separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair
15 and unlawful competition, and (j) all other claims for statutory penalties based on such alleged
16 violations, claims based on such alleged facts that could have been brought under the Fair Labor
17 Standards Act ("FLSA") or under any applicable California Industrial Welfare Commission
18 Wage Order; related common law claims for conversion, other alleged tortious conduct, breach
19 of contract, and misrepresentation; and any other derivative claims under California law
20 including claims for liquidated damages, punitive damages, interest, attorneys' fees, litigation
21 and other costs, expenses, restitution, and equitable and declaratory relief.

22 32. "Released PAGA Claims" means any and all PAGA claims and/or causes of
23 action that were or could have been pled based on the alleged facts and violations set forth in the
24 Complaint and/or the LWDA Notice, including all PAGA claims seeking civil penalties that
25 premised upon (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure
26 to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business
27 expenses, (f) failure to carry over or pay vested vacation, (g) failure to timely pay wages during
28 and upon separation of employment, (h) failure to provide accurate itemized wage statements,
and (i) all other claims for civil penalties recoverable under PAGA based on the facts or claims

1 alleged in the Complaint. The time period governing the Released PAGA Claims shall be any
2 time during the PAGA Period.

3 33. "Released Parties" means Defendant, and its parents, subsidiaries, affiliates,
4 predecessors, successors, predecessors, and other related companies, and its and their directors,
5 owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past
6 and present, and each of them and anyone acting in concert with foregoing.

7 34. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 68(a)
8 below.

9 35. "Response Deadline" is 60 calendar days from the date the Notice is mailed to the
10 Class Members.

11 36. "Service Payment" or "Service Award" means the amount approved by the Court
12 to be paid to Class Representative Edward Cruz in addition to his Individual Class Payment as a
13 Participating Class Member and Individual PAGA Payment as an PAGA Settlement Employee.

14 37. "Settlement Amount" means the total maximum amount that Defendant will be
15 required to pay under this Agreement, which is the gross sum of Nine Hundred Fifty Thousand
16 Dollars (\$950,000.00), unless increased pursuant to the Escalator Clause, except for
17 Defendant's obligation to fund its share of payroll taxes on the portion of Individual Class
18 Payments that are allocated to wages, as further discussed in Paragraph 47(c) below.

19 38. "Workweeks" or "Weeks Worked" means any and all workweeks during the
20 Class Period, or if applicable PAGA period, during which the Class Member and/or PAGA
21 Settlement Employee worked at least one day for Defendant. The Parties have for simplicity
22 agreed to use workweeks for the purpose of calculating both Individual Class Payments and
23 Individual PAGA Payments even though Defendant's pay periods were bi-weekly during the
24 relevant period.

25 **B. General Terms**

26 39. On May 22, 2022, Plaintiff filed a putative class and representative PAGA action
27 in the Orange County Superior Court, alleging Class Claims and PAGA Claims for: (a) failure to
28 pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d)
failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to pay vested

1 vacation, (g) failure to failure to timely pay wages during and upon separation of employment,
2 (h) failure to provide accurate itemized wage statements, and a separate class claim for unfair
3 and unlawful competition.

4 40. On May 25, 2022, Plaintiff sent a letter to the LWDA notifying it and Defendant
5 that Plaintiff intended to pursue claims against Defendant under PAGA for violation of
6 California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7,
7 227.3, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 ("LWDA Notice").

8 41. Defendant denies any and all liability or wrongdoing of any kind associated with
9 the claims asserted in the Action, disputes the damages and penalties claimed by Plaintiff, and
10 further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate
11 for class or representative treatment.

12 42. The Class Representative believes he can proceed with the representative and
13 class claims, that the Action is meritorious, and that class certification is appropriate.

14 43. The Parties have conducted a thorough investigation into the facts of the Action.
15 This includes conducting an extensive exchange of informal discovery, including a significant
16 portion of payroll and timekeeping records for Class Members, relevant policy documents, class
17 size and workweek information, and information regarding hourly rates. Class Counsel is both
18 knowledgeable about and has done extensive research with respect to the applicable law and
19 potential defenses to the claims of the Class. Class Counsel has diligently pursued an
20 investigation of the Class Members' claims against Defendant. Based on the foregoing data and
21 on their own independent investigation and evaluation, Class Counsel is of the opinion that the
22 settlement with Defendant for the consideration and on the terms set forth in this Settlement
23 Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in
24 light of all known facts and circumstances, including the risk of significant delay and uncertainty
25 associated with litigation, various defenses asserted by Defendant, and numerous potential
26 appellate issues.

27 44. On February 21, 2023, Plaintiff and Defendant participated in a full-day
28 mediation with Eve Wagner, Esq., a well-respected wage-and-hour mediator. At the conclusion
of mediation which involved extensive arms-length negotiations, Ms. Wagner issued a

mediator's proposal which was ultimately accepted by the Parties.

45. This Settlement is a compromise of disputed claims. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

46. Stipulation for Class Certification. For settlement purposes only, Defendant will stipulate that the Class Members described herein may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

47. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, unless increased pursuant to the Escalator Clause and Defendant's obligation to separately pay its share of payroll taxes on the wage portion of the Individual Class Payments, which is the maximum amount that will be paid by Defendant and includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, Administration Costs, and PAGA Penalties.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Administration Costs, and PAGA Penalties. If the

1 Court reduces the Attorneys' Fees and Costs Award, Service Award, or Administrator Costs, or
2 either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be
3 placed in the Net Settlement Amount and allocated to the Class.

4 (c) The Individual Class Payment for each Participating Class Member will be
5 calculated by the Administrator using the Class Data provided by Defendant as follows.

6 Compensable workweeks will be all Weeks Worked by Participating Class Members during the
7 Class Period. The dollars per compensable workweek will be calculated by dividing the total
8 Weeks Worked by Participating Class Members into the Net Settlement Amount to determine a
9 per workweek value ("Workweek Value"). The Workweek Value will be multiplied by the
10 number of Weeks Worked by a Participating Class Member during the Class Period to determine
11 the Individual Class Payment for a Participating Class Member.

12 (d) Allocation of Individual Class Payments: The Individual Class Payments
13 to Participating Class Members will be allocated as follows: 25% will be allocated as wages
14 subject to withholding of all applicable local, state and federal taxes; and 75% will be allocated
15 for interest and statutory penalties pursuant to, applicable California Labor Code sections from
16 which no taxes will be withheld. If required based on the settlement amounts, the Administrator
17 will issue to each Participating Class Member and/or PAGA Group Member an Internal Revenue
18 Service Form W-2 and comparable state forms with respect to the wage allocation and a Form
19 1099 with respect to the penalties and interest allocations.

20 (e) Service Payment to Class Representative: The amount, if any, awarded to
21 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
22 exceed \$7,500, in recognition of the service that Plaintiff performed on behalf of the Class and in
23 return for executing a general release with Defendant as to Class Representative's Released
24 Claims as defined below. Defendant agrees not to oppose this request. The Service Payment to
25 Plaintiff will be paid out of the Settlement Amount. The Class Representative will be issued an
26 IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible
27 to pay all applicable taxes on this payment. The Parties agree that any amount awarded as the
28 Service Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel
to void this Settlement Agreement. Should the Court approve a lesser amount for the Service

1 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the
2 Participating Class Members.

3 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a
4 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the
5 Settlement Amount, plus reasonable litigation costs not to exceed \$20,000 ("Attorney's Fees and
6 Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys'
7 fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be
8 paid from the Settlement Amount, and, except for this award, Defendant shall have no further
9 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court
10 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to
11 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court
12 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the
13 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class
14 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the
15 Court.

16 (g) Administration Costs: The fees and other charges of the Administrator
17 will be paid from the Settlement Amount, not to exceed \$7,000, unless an increase is justified by
18 the Administrator and is agreed to by the Parties and approved by the Court.

19 (h) PAGA Penalties: The Parties agree that \$90,000 is allocated to PAGA
20 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
21 amount, \$67,500 (75%) shall be paid to the LWDA as its share of civil penalties under PAGA,
22 and \$22,500 (25%) will be the total amount allocated to Individual PAGA Payments to the
23 PAGA Settlement Employees, which for simplicity shall be calculated and allocated pro-rata on
24 a workweek basis, even though Defendant's pay periods were bi-weekly during the relevant
25 period. The Individual PAGA Payments will be treated entirely as civil penalties and shall be
26 reported to the extent required on an IRS Form 1099. Class Counsel shall give proper notice to
27 the LWDA of the Settlement by submitting a copy of this Settlement Agreement to the LWDA at
28 the same time as they submit this Settlement Agreement to the Court for Preliminary Approval,
as required by California Labor Code § 2699(1)(2). Within ten (10) days following the Final

1 Approval Order, Class Counsel shall submit a copy of the Final Approval Order and Judgment
2 entered by the Court to the LWDA, as required by California Labor Code § 2699(1)(3).

3 (i) Tax Liability: Class Counsel and Defendant make no representations as to
4 the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the
5 Class Members are not relying on any statement or representation by Class Counsel or Defendant
6 in this regard. Plaintiff, Participating Class Members, and PAGA Settlement Employees
7 understand and agree that they will be solely responsible for the payment of any taxes and
8 penalties assessed on their respective Individual Class Payments and Individual PAGA
9 Payments, described herein. The portion of Individual Class Payments deemed payment for
10 settlement of claims for wages and expenses shall be reported on Form W-2 with respect to the
11 year of payment as wage income to the Class Member by the Administrator on behalf of the
12 QSF. The Administrator shall issue I.R.S. Form 1099 if required for the remaining portion of the
13 Individual Class Payment and for any Individual PAGA Payment. If the Code, the regulations
14 promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement,
15 the processes set forth in this Section may be modified in a manner to bring Defendant into
16 compliance with any such changes. Plaintiff, Participating Class Members, and PAGA
17 Settlement Employees understand and agree that they will be solely responsible for the payment
18 of any taxes and penalties assessed on their respective payments described herein.

19 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
20 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"
21 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
22 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO
23 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
24 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
25 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
26 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
27 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
28 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS

OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members and PAGA Settlement Employees will not have to make a claim in order to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payments or Individual PAGA Payments will be made directly to each Participating Class Member and PAGA Settlement Employee. The Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member and/or PAGA Settlement Employee not cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

(l) Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will so represent same to the Court.

D. Release by the Participating Class Members

48. As of the Effective Date, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

1 49. Each Participating Class Member will be deemed to have made the foregoing
2 Release as if by manually signing it.

3 **E. Release of PAGA Claims**

4 50. As of the Effective Date, Plaintiff and the PAGA Settlement Employees shall
5 completely release and discharge the Released Parties from the Released PAGA Claims for the
6 PAGA Period.

7 51. Regardless of whether a Class Member submits a valid Request for Exclusion,
8 neither Plaintiff nor any PAGA Settlement Employee shall have the right to opt-out or otherwise
9 exclude themselves from releasing the Released PAGA Claims.

10 52. It is the intent of the Parties that the Final Approval judgment shall have full
11 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

12 **F. Release by Plaintiff and Class Representative**

13 53. Class Representative does hereby, for himself and his spouses, heirs, successors,
14 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
15 personal representatives, and assigns forever and completely release and discharge the Released
16 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
17 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
18 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
19 damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever,
20 from the beginning of time through the execution of this Stipulation, whether known or
21 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based
22 upon, or relating to Class Representative's employment with Defendant or the termination of
23 such employment (the "Class Representative's Released Claims").

24 54. Without limiting the generality of the foregoing, this general release by Plaintiff
25 includes all federal, state and local statutory claims, federal and state common law claims
26 (including but not limited to those for contract, tort and equity), including without limitation the
27 Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil
28 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor
Standards Act, the Employment Retirement Security Income Act of 1974, the California

1 Constitution, the California Fair Employment and Housing Act, the California Unfair
2 Competition Act (California Business and Professions Code section 17200 et seq.), and the
3 California Labor Code.

4 55. Plaintiff agrees that there is a risk that any injury that he may have suffered by
5 reason of the Released Parties' relationship with him might not now be known, and there is a
6 further risk that said injuries, whether known or unknown at the date of this Settlement
7 Agreement, might possibly become progressively worse, and that as a result thereof further
8 damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and
9 discharge the Released Parties, and understands that by the execution of this Settlement
10 Agreement no further claims for any such injuries that existed at the time of the execution of this
11 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time
12 period from the beginning of time to the execution of this Settlement Agreement.

13 56. Plaintiff expressly waives and relinquishes all rights and benefits afforded by
14 Section 1542 of the Civil Code of the State of California and does so understanding and
15 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code
16 of the State of California states:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
18 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
19 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
20 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
21 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
22 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
23 OR RELEASED PARTY.

24 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
25 full and complete release and discharge of all parties, Class Representative expressly
26 acknowledges that this Settlement Agreement is intended to include in its effect, without
27 limitation, all claims against the Released Parties, known or unknown, suspected or unsuspected,
28 which exist or may exist on behalf of or against the other at the time of execution of this
Settlement Agreement, including, but not limited to, any and all claims relating to or arising from
Plaintiffs' employment. The only claims not covered by this release are claims that cannot be
released by private or court approved agreement under applicable law.

1 **G. Interim Stay of Proceedings**

2 57. Pending completion of all of the prerequisites necessary to effectuate this
3 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
4 except such as is necessary to effectuate the Settlement.

5 **H. Notice Process**

6 58. Appointment of Administrator. The Parties have agreed to the appointment of the
7 Administrator to perform the duties of a settlement administrator, including mailing the Notice,
8 exercising its judgment to determine the current mailing address for each Settlement Class
9 Member, including performing a skip-trace to identify any updated addresses,
10 independently reviewing and verifying documentation associated with any opt-out requests,
11 resolving any disputes regarding the calculation or application of the formula for determining the
12 Individual Class Payments and Individual PAGA Payments, issuing and mailing the settlement
13 checks to Participating Class Members and PAGA Settlement Employees, issuing all necessary
14 tax forms, and performing such other tasks as set forth herein or as the Parties mutually agree or
15 that the Court orders.

16 59. Additional Duties of the Administrator. The Administrator shall upload and
17 maintain on its website the following non-inclusive list of documents: the Settlement Agreement,
18 the Notice Packet, the Motion for Preliminary Approval, the Order granting Preliminary
19 Approval, the Motion for Final Approval, and the Order granting Final Approval. These
20 documents shall be accessible by the Class via URL link that will be provided in the Notice.

21 60. Disputes Regarding Administration. Any disputes not resolved by the Parties and
22 the Settlement Administrator concerning the administration of the Settlement will be resolved by
23 the Court under the laws of the State of California. Prior to any such involvement of the Court,
24 counsel for the Parties will confer in good faith to attempt to resolve the dispute without
25 involving the Court.

26 61. Class Data. Within thirty (30) days after entry of the Preliminary Approval
27 Order, Defendant shall provide the Class Data to the Administrator. The Administrator will
28 inform the Parties within five (5) days of receipt of the Class Data if the Escalator Clause has
been triggered and, if so, if the Administrator will seek an adjustment of the Administration

1 Costs. The Administrator also will run a check of the Class Members' addresses against those
2 on file with the U.S. Postal Service's National Change of Address List. The Class Data provided
3 to the Administrator will remain confidential, will be used solely for purposes of administration
4 of the Settlement, and will not be used or disclosed to anyone, except as required by applicable
5 tax authorities, pursuant to Defendant's express written consent, or by order of the Court.
6 Although Class Counsel will not be provided with the Class Data, nothing herein shall prevent
7 Class Counsel from responding to inquiries or requests from Class Members regarding the
8 Action and Settlement.

9 62. Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator
10 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
11 calculation of all payments to be paid from the Settlement Amount, including the estimated
12 Individual Class Payments to each Class Member and Individual PAGA Payments to each
13 PAGA Settlement Employee (a person's name shall be redacted and a control number used in
14 place of the name). In the event that the total Workweeks worked by all Class Members through
15 May 22, 2023 triggers the Escalator Clause, the Administrator shall notify the Parties.

16 63. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the
17 Administrator to the Class Members, by first class mail, in English, within ten (10) calendar days
18 following the Administrator's receipt of the Class Data. For all Class Members, the Notice
19 Packet will include the Notice, a Request for Exclusion Form, and an Objection Form. The
20 Administrator shall use reasonable skip trace methods to obtain forwarding addresses of Class
21 Members if any envelopes are returned.

22 64. Returned Notice Packets. The Administrator will take steps to ensure that the
23 Notice Packet is received by all Class Members, including utilization of the National Change of
24 Address Database maintained by the United States Postal Service to review the accuracy of and,
25 if possible, update a mailing address. Notice Packets will be re-mailed to any Class Member for
26 whom an updated address is located within ten (10) calendar days following both the
27 Administrator learning of the failed mailing and its receipt of the updated address. The Notice
28 Packet shall be identical to the original Notice Packet, except that it shall notify the Class
Member that the exclusion (opt-out) request or objection must be returned by no later than 15

1 (fifteen) days from the original Response Deadline.

2 65. Presumption Regarding Receipt of Notice Packet. It will be conclusively
3 presumed that if an envelope has not been returned undeliverable to Administrator by the
4 Response Deadline that the Class Member received the Notice Packet.

5 66. Disputes Regarding Class Data. Class Members are deemed to participate in the
6 Settlement unless they opt-out. Regardless of whether any Class Members opt out of the Class
7 Settlement, they will still be bound by the PAGA Release if they are a PAGA Settlement
8 Employee. The Notice will inform Class Members of the number of Workweeks he/she worked
9 during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked
10 if they feel they should be credited with more Weeks Worked in the Class Period and/or PAGA
11 Period in California than Defendant's records show by timely submitting evidence to the
12 Administrator. Defendant's records will be presumed determinative absent reliable evidence to
13 rebut Defendant's records, but the Administrator will evaluate the evidence submitted by the
14 Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who
15 agree to meet and confer in good faith about the evidence to determine the Class Member's
16 actual number of Workweeks and estimated Individual Class Payment and Individual PAGA
17 Payment. If Class Counsel and Defense Counsel are unable to agree, the Administrator will
18 determine the eligibility for and amount of any Individual Class Payment and Individual PAGA
19 Payment, which will be binding upon the Class Members and the Parties. Class Members and
20 PAGA Settlement Employees will have until the Response Deadline to dispute Weeks Worked,
21 object or opt out, unless extended by the Court.

22 67. Declaration of Due Diligence. The Administrator shall provide counsel for the
23 Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due
24 diligence and proof of mailing with regard to the mailing of the Notice Packet.

25 68. Class Members' Rights. Each Class Member will be advised of the Settlement,
26 the ability to object to the settlement, and the ability to request exclusion from the Class Action
27 Settlement. The Notice Packet will inform the Class Members of the Court-established deadlines
28 for filing objections or requesting exclusion from the Settlement in accordance with the
following guidelines:

1 (a) Requests for Exclusion from Class. Any Class Member, other than
2 Plaintiff, may request to be excluded from the Class by completing and submitting a Request for
3 Exclusion, using the Form provided within the Notice Packet. The Request for Exclusion Form
4 must be mailed to the Administrator and postmarked on or before the Response Deadline in
5 order to be timely, unless the Parties otherwise agree in writing. Any such Request must be
6 made in accordance with the terms set forth in the Notice Packet. The Administrator shall attach
7 each Request for Exclusion to its declaration of due diligence and file with the Court prior to the
8 Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with
9 these requirements: (i) will not have any rights under this Agreement as to the Class Action
10 Settlement, including the right to object to or otherwise challenge the Settlement; (ii) will not be
11 entitled to receive any Individual Class Payment under this Agreement; and (iii) will not be
12 bound by the Class Action Settlement including the Released Class Claims. Any Class Member
13 who is a PAGA Settlement Employee who requests timely exclusion will still be bound by the
14 PAGA Settlement and Judgment including the Released PAGA Claims to the fullest extent
15 permitted by law and will receive an Individual PAGA Payment. The Parties and their counsel
16 shall not encourage or solicit Class members to submit requests for exclusion or objections,
17 directly or indirectly, through any means.

18 (b) Binding Effect on Participating Class Members. All Participating Class
19 Members will: (i) be bound by the terms and conditions of this Agreement, the Final Approval
20 Judgment, and the releases set forth herein; and (ii) unless they object as set forth herein, will be
21 deemed to have waived all objections and oppositions to the fairness, reasonableness, and
22 adequacy of the Settlement.

23 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
24 does not submit a valid and timely Request for Exclusion may object to the terms of this
25 Agreement by completing an Objection Form provided within the Notice Packet. To object, the
26 Class Member must mail the Objection to the Administrator, postmarked by the Response
27 Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any
28 objection must be made in accordance with the terms set forth in the Notice Packet. The
Administrator shall provide any objections to Class Counsel and Defense Counsel within three

1 (3) days of receipt, and the Administrator shall attach the same to its declaration of due diligence
2 and file with the Court prior to the Final Approval Hearing. Any Participating Class Member
3 who files an objection remains eligible to receive an Individual Class Payment. Plaintiff and
4 Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class
5 Member and/or his or her counsel related to any objections to the Settlement. Submitting an
6 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
7 preserved by becoming a party of record by timely and properly intervening or filing a motion to
8 vacate the judgment under Code of Civil Procedure § 663.

9 (d) Failure to Object. Any Class Member who does not timely and properly
10 become a party of record by intervening or filing a motion to vacate the judgment waives any
11 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
12 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
13 under California Code of Civil Procedure section 473, and extraordinary writs.

14 (e) Responses to Objections. Counsel for the Parties may jointly or separately
15 file a response to any objections submitted by any Class Members at least five (5) court days
16 before the date of the Final Approval Hearing.

17 (f) Class Members will have until the Response Deadline to object or submit
18 a Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose
19 jointly to Class Counsel and Defense Counsel on a weekly basis all objections or Requests for
20 Exclusion that were submitted.

21 69. Funding of the Settlement Amount. Defendant shall deposit the Settlement
22 Amount, plus Defendant's share of payroll taxes owed on Individual Class Payments, into the
23 QSF within thirty (30) days after the Effective Date or notice by the Administrator of the amount
24 of Defendant's share of payroll taxes, whichever is later.

25 70. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
26 Settlement Amount by Defendant, the Administrator shall mail the Individual Class Payments to
27 the Participating Class Members, the Individual PAGA Payments to the PAGA Settlement
28 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and will

1 pay itself the Administration Costs from the Settlement Amount.

2 71. Deadline for Cashing/Depositing Settlement Checks. Participating Class
3 Members and PAGA Settlement Employees shall have 180 calendar days after mailing by the
4 Administrator to cash or deposit their settlement checks. If any check is not cashed within that
5 period, the check will be void and a stop-payment will be issued, and the Administrator shall
6 issue the unclaimed funds to the following cy pres in accordance with CCP section 384: Public
7 Counsel (publiccounsel.org). Neither party nor their counsel have an interest or affiliation with
8 this cy pres entity. The applicable releases will be binding upon all Participating Class Members
9 and PAGA Settlement Employees regardless of whether they cash or deposit their settlement
10 checks. In the event that any settlement check is returned to the Administrator within 180 days
11 of mailing, the Administrator will, within five (5) business days of receipt of the returned
12 settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and
13 Class Counsel of the results. If a new address is located by these means, the Administrator will
14 have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class
15 Counsel, Plaintiff, nor the Administrator will have any liability for lost or stolen settlement
16 checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.
17 Without limiting the foregoing, in the event a Participating Class Member and/or PAGA
18 Settlement Employee notifies the Administrator that he or she believes that a settlement check
19 has been lost or stolen, the Administrator shall immediately stop payment on such check. If the
20 check in question has not been negotiated prior to the stop payment order, the Administrator will
21 issue a replacement check.

22 **I. Duties of the Parties Prior to the Court's Approval**

23 72. Promptly after execution of this Agreement, Plaintiff will move the Court for
24 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order jointly
25 prepared by the Parties accomplishing the following:

- 26 (a) Approving as to form and content the proposed Notice;
27 (b) Directing the mailing of the Notice by first class mail to the Class
28 Members;
 (c) Preliminarily approving this Settlement;

1 (d) Preliminarily certifying the class for purposes of this Settlement only;

2 (e) Advising the LWDA of the proposed Settlement; and

3 (f) Scheduling the Final Approval Hearing on the issue of whether this

4 Settlement should be finally approved as fair, reasonable and adequate.

5 **J. Duties of the Parties Following Court's Final Approval**

6 73. In connection with the Final Approval Hearing provided for in this Agreement,
7 Class Counsel shall submit a proposed Final Approval Order jointly prepared by the Parties:

8 (a) Approving the Settlement, adjudging the terms thereof to be fair,
9 reasonable and adequate, and directing consummation of its terms and provisions;

10 (b) Approving Class Counsel's application for an award of attorneys' fees and
11 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,
12 and the payment to the Administrator for costs of administering the settlement; and

13 (c) Entering judgment pursuant to the Settlement.

14 **K. Voiding the Agreement**

15 74. If the Court fails or refuses to issue the Final Approval Order or fails to approve
16 any material condition of this Agreement which effects a fundamental change of the Settlement,
17 the entire Agreement shall be rendered voidable and the Parties will be restored to their
18 respective positions as if they had not entered into the Agreement.

19 75. To the extent that more than ten (10) Settlement Class Members submit valid
20 Requests for Exclusion, Defendant has the option to nullify this settlement within ten (10) days
21 of notification by the Administrator after the Response Deadline of the total number of Requests
22 for Exclusion, via a written notice to Class Counsel. If Defendant exercises this option, the
23 Settlement will become void and unenforceable in its entirety and the Parties shall be returned to
24 their status as if this Agreement had not been executed, except that any costs of administration
25 already incurred by the Administrator shall be paid by Defendant.

26 76. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will
27 have no further obligations under the Settlement, including any obligation by Defendant to pay
28 the Settlement Amount, or any amounts that otherwise would have been owed under this
Settlement. The Parties further agree that this Agreement will not be admissible in this or any

1 other proceeding as evidence that either (i) a class action should be certified or not decertified, or
2 that this matter may proceed as a representative action; or (ii) Defendant is liable to Plaintiff or
3 any Class Member other than according to the Settlement's terms. In the event that the
4 Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to
5 challenge certification of a class, or Plaintiff's ability to maintain a representative action, for all
6 purposes.

7 77. If the Settlement is voided or fails for any reason other than as described in
8 paragraph 74, any costs incurred by the Administrator shall be borne equally by Defendant and
9 Plaintiff, unless otherwise specified in this Agreement.

10 **L. Other Terms**

11 78. Waiver. The waiver by one Party of any breach of this Agreement by another
12 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

13 79. Parties' Authority. The signatories hereto represent that they are fully authorized
14 to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

15 80. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
16 accomplish the terms of this Agreement, including but not limited to, execution of such
17 documents and to take such other action as may reasonably be necessary to implement the terms
18 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
19 contemplated by this Agreement and any other efforts that may become necessary by order of the
20 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
21 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
22 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's
23 preliminary and final approval of the settlement, and the final entry of judgment.

24 81. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
25 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
27 cause of action or rights released and discharged by this Agreement.

28 82. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class
Member and/or PAGA Settlement Employee in this Action, as to any and all causes of action

1 that were asserted or that might have been asserted in this Action. Nonetheless, Defendant
2 wishes to settle and compromise the matters at issue in the Complaint to avoid further substantial
3 expense and the inconvenience and distraction of protracted and burdensome litigation.
4 Defendant has taken into account the uncertainty and risks inherent in litigation, and without
5 conceding the validity of any claims or any infirmity in the defenses that it has asserted or could
6 assert in the Action, has determined that it is desirable and beneficial that Plaintiff' claims be
7 settled in the manner and upon the terms and conditions set forth in this Agreement.

8 83. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
9 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
10 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
11 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
12 Agreement with the intention of avoiding further disputes and litigation with the attendant
13 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
14 related documents such as the notices, and motions for preliminary and final approval, shall,
15 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
16 inadmissible in evidence in any proceeding, except that the Settlement may be filed and used in
17 this litigation or any related litigation as necessary to approve, interpret, or enforce this
18 Settlement, or in any subsequent action against or by Defendants to support a stay of such
19 subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith
20 settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue
21 preclusion or similar defense or counterclaim. The stipulation for class certification as part of
22 this Agreement is for settlement purposes only and if, for any reason the settlement is not
23 approved, the stipulation will be of no force or effect.

24 84. No Publicity. The Parties will not publicize the Settlement or disclose it to third
25 parties prior to the Court granting Preliminary Approval, except as required or necessary to
26 effectuate its terms and comply with law. After Preliminary Approval and the Final Approval
27 Date, Class Counsel and Class Representative agree that they will not discuss the Settlement
28 with the media, any settlement and verdict reporting service, any social media postings or other
Internet postings. Nothing herein shall be construed to prevent Class Counsel from the public

1 filing of motions or other case materials in the Action related to seeking and obtaining Court
2 approval of this Settlement and the related awards of attorneys' fees and costs, or to
3 communications with Class Members or their representatives about this Settlement, including
4 through the posting of Court-filed documents on Class Counsel's websites for access solely by
5 the Class Members, or to prevent the Parties or their representatives from communicating with
6 financial or legal advisors regarding the Settlement. In response to any media inquiry, Class
7 Counsel may state only that the Action has been settled on terms mutually agreeable to the
8 Parties.

9 85. Construction. The Parties hereto agree that the terms and conditions of this
10 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
11 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
12 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff
13 and Defendant expressly waive the common-law and statutory rule of construction that
14 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
15 and represent that the language in all parts of this Agreement shall be in all cases construed as a
16 whole, according to its fair meaning.

17 86. Captions and Interpretations. Paragraph titles or captions contained herein are
18 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
19 describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
20 contractual and not merely a recital.

21 87. Modification. This Agreement may not be changed, altered, or modified, except
22 in writing and signed by the Parties hereto or their counsel, and if necessary approved by the
23 Court. This Settlement Agreement may not be discharged except by performance in accordance
24 with its terms or by a writing signed by all of the Parties hereto.

25 88. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
26 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
27 provide written notice to the other Party and allow an opportunity to cure the alleged
28 deficiencies, and Plaintiff and Defendant may agree to seek the help of the Mediator to resolve
any dispute they are unable to resolve informally. This provision shall not apply to any legal

1 action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

2 89. Jurisdiction of the Court. Consistent with California Code of Civil Procedure
3 section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction
4 over the Parties with respect to the interpretation, implementation, and enforcement of the
5 Agreement.

6 90. Choice of Law. This Settlement Agreement shall be governed by and construed,
7 enforced and administered in accordance with the laws of the State of California, without regard
8 to its conflicts-of-law rules.

9 91. Integration Clause. This Settlement Agreement contains the entire agreement
10 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
11 or contemporaneous agreements, understandings, representations, and statements, whether oral
12 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
13 hereunder may be waived except in writing.

14 92. Binding On Assigns. This Agreement shall be binding upon and inure to the
15 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
16 successors and assigns.

17 93. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
18 because the members of the Class are numerous, it is impossible or impractical to have each
19 Class Member execute this Agreement. The Notice will advise all Class Members of the binding
20 nature of the release provided herein and such shall have the same force and effect as if this
21 Agreement were executed by each Class Member.

22 94. Counterparts. This Agreement may be executed in counterparts, and when each
23 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
24 original, and, when taken together with other signed counterparts, shall constitute one fully
25 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
26 signatures shall have the same force and effect as an original.

1 Dated: May 26, 2023

PLAINTIFF AND CLASS REPRESENTATIVE:

2 
Edward Cruz (May 26, 2023 17:21 PDT)

3 Edward Cruz

4 Dated: May __, 2023

DEFENDANT C T CORPORATION SYSTEM

5
6 By: _____ (name)

7
8 _____ (title)

9 **APPROVED AS TO FORM:**

10 Dated: May 26, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

12 

13 Brian J. Mankin
14 Attorneys for Plaintiff

15 Dated: May __, 2023

DEFENSE COUNSEL
MORGAN, LEWIS & BOCKIUS LLP

17 _____
18 John S. Battenfeld, Esq.
19 Attorneys for Defendant

1 Dated: May __, 2023

PLAINTIFF AND CLASS REPRESENTATIVE:

2
3 Edward Cruz

4 Dated: May 22, 2023

DEFENDANT C T CORPORATION SYSTEM

5 

6 By: Thomas Nestor (name)

7 Chief Financial Officer (title)

8
9 **APPROVED AS TO FORM:**

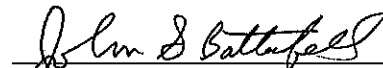
10 Dated: May __, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

11
12
13 Brian J. Mankin
14 Attorneys for Plaintiff

15 Dated: May 22, 2023

DEFENSE COUNSEL
MORGAN, LEWIS & BOCKIUS LLP

16 
17 John S. Battenfeld, Esq.
18 Attorneys for Defendant

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5198 Arlington Avenue, PMB 513
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Tel: (951) 320-1444 | Fax: (951) 320-1445

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

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300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071
Tel: (213) 612-2500 | F: (213) 612-2501

Attorneys for Defendant
C T CORPORATION SYSTEM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EDWARD CRUZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

C T CORPORATION SYSTEM, a Delaware
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: 30-2022-01261966-CU-OE-CXC
*[Assigned to Hon. Melissa McCormick, Dept
CX104, for all purposes]*

**AMENDMENT TO CLASS ACTION AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This amendment to the Class Action and PAGA Representative Action Settlement
2 Agreement and Release of Claims (the "Settlement Agreement") is entered into by and between
3 Plaintiff Edward Cruz, individually and on behalf of the proposed Settlement Class, and on
4 behalf of the State of California, and Defendant C T Corporation System ("Amendment to
5 S.A."). This Amendment to S.A. is approved by the Parties, and their respective counsel of
6 record, and shall become part of the Settlement Agreement to ensure that both documents are
7 read as one agreement.

8 The following paragraphs in the Settlement Agreement are amended, as follows, with
9 deleted terms shown in "strikethrough" and new terms in **bold**:

10
11 31. "Released Class Claims" by the Participating Class Members upon Final
12 Approval of the Settlement means any and all claims and/or causes of action that were or could
13 have been pled based on the facts alleged in the Complaint and/or the LWDA Notice, including
14 but not limited to, any claim for: (a) failure to pay minimum wages, (b) failure to pay overtime
15 wages (including failure to include additional earned compensation in the calculations for the
16 regular rate of pay), (c) failure to provide meal periods, (d) failure to provide rest breaks, (e)
17 failure to reimburse business expenses, (f) failure to carry over (including due to forfeiture of
18 unused PTO) or pay vested vacation/PTO, (g) failure to timely pay wages during or upon
19 separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair
20 and unlawful competition, and (j) all other claims for statutory penalties based on such alleged
21 violations, claims based on such alleged facts that could have been brought under the Fair Labor
22 Standards Act ("FLSA") or under any applicable California Industrial Welfare Commission
23 Wage Order; ~~related common law claims for conversion, other alleged tortious conduct, breach~~
24 ~~of contract, and misrepresentation~~; and any other derivative claims under California law
25 including claims for liquidated damages, punitive damages, interest, attorneys' fees, litigation
26 and other costs, expenses, restitution, and equitable and declaratory relief.

1 33. “Released Parties” means Defendant, and its parents, subsidiaries, affiliates,
2 predecessors, successors, predecessors, ~~and other related companies,~~ and its and their directors,
3 owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past
4 and present, and each of them and anyone acting in concert with foregoing.

5
6 66. Disputes Regarding Class Data. Class Members are deemed to participate in the
7 Settlement unless they opt-out. Regardless of whether any Class Members opt out of the Class
8 Settlement, they will still be bound by the PAGA Release if they are a PAGA Settlement
9 Employee. The Notice will inform Class Members of the number of Workweeks he/she worked
10 during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked
11 if they feel they should be credited with more Weeks Worked in the Class Period and/or PAGA
12 Period in California than Defendant’s records show by timely submitting evidence to the
13 Administrator. Defendant’s records will be presumed determinative absent reliable evidence to
14 rebut Defendant’s records, but the Administrator will evaluate the evidence submitted by the
15 Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who
16 agree to meet and confer in good faith about the evidence to determine the Class Member’s
17 actual number of Workweeks and estimated Individual Class Payment and Individual PAGA
18 Payment. ~~If Class Counsel and Defense Counsel are unable to agree, the Administrator will~~
19 ~~determine the eligibility for and amount of any Individual Class Payment and Individual PAGA~~
20 ~~Payment,~~ **The Administrator shall attach all Disputes to its Declaration of Due Diligence**
21 **along with any evidence submitted, and include an initial recommendation in its**
22 **declaration as to the number of Workweeks to be credited for any disputing Class**
23 **Members. However, the Court shall have the right to review any decision and make a final**
24 **decision,** which will be binding upon the Class Members and the Parties. Class Members and
25 PAGA Settlement Employees will have until the Response Deadline to dispute Weeks Worked,
26 object or opt out, unless extended by the Court.

1 68. Class Members' Rights. Each Class Member will be advised of the Settlement,
2 the ability to object to the settlement, and the ability to request exclusion from the Class Action
3 Settlement. The Notice Packet will inform the Class Members of the Court-established deadlines
4 for filing objections or requesting exclusion from the Settlement in accordance with the
5 following guidelines:

6 (a) Requests for Exclusion from Class. Any Class Member, other than
7 Plaintiff, may request to be excluded from the Class by completing and submitting a Request for
8 Exclusion, using the Form provided within the Notice Packet. The Request for Exclusion Form
9 must be mailed to the Administrator and postmarked on or before the Response Deadline in
10 order to be timely, unless the Parties otherwise agree in writing. Any such Request must be
11 made in accordance with the terms set forth in the Notice Packet. The Administrator shall attach
12 each Request for Exclusion to its declaration of due diligence and file with the Court prior to the
13 Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with
14 these requirements: (i) will not have any rights under this Agreement as to the Class Action
15 Settlement, including the right to object to or otherwise challenge the Settlement; (ii) will not be
16 entitled to receive any Individual Class Payment under this Agreement; and (iii) will not be
17 bound by the Class Action Settlement including the Released Class Claims. Any Class Member
18 who is a PAGA Settlement Employee who requests timely exclusion will still be bound by the
19 PAGA Settlement and Judgment including the Released PAGA Claims to the fullest extent
20 permitted by law and will receive an Individual PAGA Payment. The Parties and their counsel
21 shall not encourage or solicit Class members to submit requests for exclusion or objections,
22 directly or indirectly, through any means.

23 (b) Binding Effect on Participating Class Members. All Participating Class
24 Members will: (i) be bound by the terms and conditions of this Agreement, the Final Approval
25 judgment, and the releases set forth herein; and (ii) unless they object as set forth herein, will be
26 deemed to have waived all objections and oppositions to the fairness, reasonableness, and
27 adequacy of the Settlement.

28 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
does not submit a valid and timely Request for Exclusion may object to the terms of this

1 Agreement by completing an Objection Form provided within the Notice Packet. To object, the
2 Class Member must mail the Objection to the Administrator, postmarked by the Response
3 Deadline in order to be timely, unless the Parties otherwise agree in writing. **Alternatively, the**
4 **Class Member may elect to make an oral objection at the Final Approval hearing;**
5 **objecting Class Members are not required to file a notice of intent to appear in advance .**
6 **The Court will consider all oral objections made in person or through counsel at the Final**
7 **Approval Hearing regardless of whether a written objection has been**
8 ~~submitted. Additionally, any objection must be made in accordance with the terms set forth in~~
9 ~~the Notice Packet.~~ The Administrator shall provide any **written** objections to Class Counsel and
10 Defense Counsel within three (3) days of receipt, and the Administrator shall attach the same to
11 its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any
12 Participating Class Member who files an objection remains eligible to receive an Individual
13 Class Payment. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses
14 incurred by any Class Member and/or his or her counsel related to any objections to the
15 Settlement. Submitting an objection does not preserve the right to appeal a final judgment.
16 Rather, the right to appeal is preserved by becoming a party of record by timely and properly
17 intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

18 (d) Failure to Object. Any Class Member who does not timely and properly
19 become a party of record by intervening or filing a motion to vacate the judgment waives any
20 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
21 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
22 under California Code of Civil Procedure section 473, and extraordinary writs.

23 (e) Responses to Objections. Counsel for the Parties may jointly or separately
24 file a response to any objections submitted by any Class Members at least five (5) court days
25 before the date of the Final Approval Hearing.

26 (f) Class Members will have until the Response Deadline to object or submit
27 a Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose
28 jointly to Class Counsel and Defense Counsel on a weekly basis all objections or Requests for
Exclusion that were submitted.

1
2 71. Deadline for Cashing/Depositing Settlement Checks. Participating Class
3 Members and PAGA Settlement Employees shall have 180 calendar days after mailing by the
4 Administrator to cash or deposit their settlement checks. If any check is not cashed within that
5 period, the check will be void and a stop-payment will be issued, and the Administrator shall
6 issue the unclaimed funds to the **California State Controller's Unclaimed Property Fund in**
7 **the name of the Class Member or PAGA Settlement Employee** ~~following cy-pres in~~
8 ~~accordance with CCP section 384: Public Counsel (publiccounsel.org)~~ Neither party nor their
9 ~~counsel have an interest or affiliation with this cy-pres entity.~~ The applicable releases will be
10 binding upon all Participating Class Members and PAGA Settlement Employees regardless of
11 whether they cash or deposit their settlement checks. In the event that any settlement check is
12 returned to the Administrator within 180 days of mailing, the Administrator will, within five (5)
13 business days of receipt of the returned settlement check, perform a skip trace to locate the
14 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
15 located by these means, the Administrator will have ten (10) business days to re-issue the check.
16 Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Administrator will have
17 any liability for lost or stolen settlement checks, forged signatures on settlement checks, or
18 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a
19 Participating Class Member and/or PAGA Settlement Employee notifies the Administrator that
20 he or she believes that a settlement check has been lost or stolen, the Administrator shall
21 immediately stop payment on such check. If the check in question has not been negotiated prior
22 to the stop payment order, the Administrator will issue a replacement check.

23
24 Counterparts. This Amendment to S.A. may be executed in counterparts, and when each
25 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
26 original, and, when taken together with other signed counterparts, shall constitute one fully
27 signed agreement, which shall be binding upon and effective as to all Parties. Electronic
28 signatures shall have the same force and effect as an original.

1 Dated: September 27, 2023

PLAINTIFF AND CLASS REPRESENTATIVE:


Edward Cruz (Sep 27, 2023 13:53 PDT)

Edward Cruz

4 Dated: September __, 2023

DEFENDANT C T CORPORATION SYSTEM

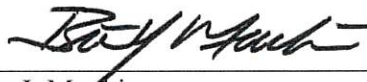
By: _____ (name)

_____ (title)

APPROVED AS TO FORM:

10 Dated: September 27, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP


Brian J. Mankin
Attorneys for Plaintiff

14 Dated: September __, 2023

DEFENSE COUNSEL
MORGAN, LEWIS & BOCKIUS LLP

John S. Battenfeld, Esq.
Attorneys for Defendant

1 Dated: September __, 2023

PLAINTIFF AND CLASS REPRESENTATIVE:

2
3 Edward Cruz

4 Dated: September 27, 2023

DEFENDANT C T CORPORATION SYSTEM

DocuSigned by:

5 Thomas Nestor

6 5C89B8EA14B34A3...

7 By: Thomas Nestor (name)

8 EVP CFO FCC (title)

9 **APPROVED AS TO FORM:**

10 Dated: September __, 2023

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

11
12 Brian J. Mankin
13 Attorneys for Plaintiff

14 Dated: September 27, 2023

DEFENSE COUNSEL
MORGAN, LEWIS & BOCKIUS LLP

15
16 John S. Battenfeld

17 John S. Battenfeld, Esq.
18 Attorneys for Defendant
19
20
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28

EXHIBIT "B"

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Cruz v. C T Corporation System

(Orange County Superior Court, Case No. 30-2022-01261966-CU-OE-CXC)

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

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

A class and representative action settlement has been reached by the parties to a lawsuit involving wage and hour claims. The settlement covers all persons who were employed by Defendant CT Corporation System ("Defendant" or "CT Corp") as an hourly non-exempt employee in the State of California (the "Settlement Class") during the period from May 25, 2018 through May 22, 2023 (the "Class Period"). The settlement resolves a class and representative action lawsuit filed in Orange County Superior Court, entitled *Edward Cruz v. CT Corporation System*, Case No. No. 30-2022-01261966-CU-OE-CXC ("the Action"). Plaintiff alleges that Defendant failed to: pay all wages due, including minimum and overtime wages; provide compliant meal and rest periods or premium compensation in lieu thereof; properly pay vested vacation; timely and properly pay final wages upon separation of employment; issue accurate and complete itemized wage statements; and reimburse employee business expenses. Plaintiff also brings a claim for civil penalties under California's Labor Code Private Attorneys General Act ("PAGA").

Defendant denies liability for all claims and contends that its policies and practices comply with the law. The Settlement avoids costs and risks of continuing the Action; pays money to employees; and releases Defendant from liability from the claims that were or could have been asserted in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring CT Corp to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring CT Corp to fund Individual PAGA Payments to PAGA Settlement Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, the Workweeks you are credited with working during the Class Period and PAGA Period according to Defendant's records are shown in the chart below. The amount you may receive will depend on several factors. (If no weeks worked are stated for the PAGA Period, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

[CLASS MEMBER NAME]

[ID/CONTROL NUMBER]

Two Parts	Weeks Worked During: Class Period (Class Member) and PAGA Period (If Applicable)	Your Estimated Share
Class Member	INSERT (During Class Period)	\$INSERT (Individual Class Payment)
PAGA Settlement Employee	INSERT (During PAGA Period)	\$INSERT (Individual PAGA Payment)

If you believe that you worked different weeks during either period than Defendant's records show in the chart above, you can submit a dispute by **DATE**, 2023 ("Response Deadline"). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff as a Service Award and to Plaintiff's attorneys ("Class Counsel") for their requested fees and costs. If the Settlement is approved the Court will enter an order and judgment that requires Defendant to make payments under the Settlement and bars Class

Members and PAGA Settlement Employees from asserting certain claims against Defendant as described in Question 3 below.

Based on Defendant's records showing that you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT IF THE SETTLEMENT IS APPROVED	To receive a cash payment from the Settlement, no further action is required on your part. If you do nothing and the Court approves the Settlement, you will be mailed a settlement payment and you will release certain claims. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do <u>not</u> wish to participate in the settlement of the Class Claims, you may "opt-out" of the settlement of the Class Claims, but not the PAGA settlement. If you choose to opt-out, you must submit a Request for Exclusion Form by [REDACTED], 2023 (see Section 6 for more details on how to opt-out). If you opt-out, you cannot object to the Class Settlement and you will receive no money from the class settlement but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations. If you are a PAGA Settlement Employee you will be paid a share of the PAGA Payment and will be bound by the PAGA Release, as detailed below
OBJECT TO THE SETTLEMENT	If you decide to object to the settlement of the Class Claims, you must submit an Objection Form stating why you object to the settlement by [REDACTED], 2023, or orally object at the Final Approval Hearing (see Section 7 for details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to dispute your credited Weeks Worked). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited, and the Court will render a final decision.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT EXPECTED OR REQUIRED	
DATE: INSERT DATE, 2023 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can object to the Settlement prior to or at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff and Class Representative, Edward Cruz, is a former CT Corp employee. On May 22, 2022, Plaintiff filed the class and representative Action against Defendant, which alleges the following violations of the California Labor Code: failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks and failure to pay meal and rest period premiums, failure to reimburse business expenses, failure to properly pay all vested vacation, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"). See Section 9 below for their contact information.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

In preliminarily approving the Settlement, the Court did not make any determination in favor of Plaintiff or Defendant. There has been no decision on the merits or trial. Instead, both sides conducted investigations and analysis of the facts and applicable law, and hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations and it strongly disputes that any of Plaintiff's claims have merit.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Settlement Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$950,000 as the Settlement Amount. Defendant has agreed upon final approval of the Settlement to deposit the Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if any Participating Class Member objects to the proposed Settlement or the Judgment is appealed.

2. Court Approved Payments from the Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments from the Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to one-third of the Settlement Amount to Class Counsel for attorneys' fees (\$316,666.66) and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500 to the Class Representative as a Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,000 to the Administrator for services administering the Settlement.
- D. Up to \$90,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to all PAGA Settlement Employees, which will be divided based on their share of Weeks Worked during the PAGA Period.

3. Net Settlement Distributed to Class Members. After subtracting the above payments in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and Objections (if any). The Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and an additional amount to pay employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages, expenses or penalties based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release: All Participating Class Members, on behalf of themselves and their respective representatives, agents, heirs, and assigns, release the Released Parties from any and all claims and/or causes of action that were or could have been pled based on the facts alleged in the Complaint and/or the LWDA Notice, including but not limited to, any claim for: (a) failure to pay minimum wages, (b) failure to pay overtime wages (including failure to include additional earned compensation in the calculations for the regular rate of pay), (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to carry over (including due to forfeiture of unused PTO) or pay vested vacation/PTO, (g) failure to timely pay wages during or upon separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other claims for statutory penalties based on such alleged violations, claims based on such alleged facts that could have been brought under the Fair Labor Standards Act ("FLSA") or under any applicable California Industrial Welfare Commission Wage Order; and any other derivative claims under California law including claims for liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief.

As used herein, “Released Parties” means Defendant, and its parents, subsidiaries, affiliates, predecessors, successors, predecessors, and its and their directors, owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing.

10. Release of Released PAGA Claims. Regardless of whether you exclude yourself from the Class Settlement, after the Court’s judgment is final, and Defendant has paid the Settlement Amount, Plaintiff on behalf of himself, the State of California and the PAGA Settlement Employees shall release the Released Parties from any and all PAGA claims and/or causes of action that were or could have been pled based on the alleged facts and violations set forth in the Complaint and/or the LWDA Notice, including all PAGA claims seeking civil penalties that premised upon (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse business expenses, (f) failure to carry over or pay vested vacation, (g) failure to timely pay wages during and upon separation of employment, (h) failure to provide accurate itemized wage statements, and (i) all other claims for civil penalties recoverable under PAGA based on the facts or claims alleged in the Complaint. The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

4. HOW IS MY SETTLEMENT PAYMENT CALCULATED?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of Weeks Worked by all PAGA Settlement Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual PAGA Settlement Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until **INSERT DATE HERE** (“Response Deadline”) to dispute the number of Workweeks credited to you by submitting evidence to the Administrator.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will attempt to resolve Workweek disputed based on your submission and on input from Class Counsel and Defendant’s Counsel, but the Court will have the right to review any initial decision made by the Administrator along with the evidence submitted.. You can’t appeal or otherwise challenge its final decision.

5. HOW AND WHEN WILL I GET PAID?

1. Participating Class Members and PAGA Settlement Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) and PAGA Settlement Employee. The single check will combine the Individual Class Payment and, if applicable, the Individual PAGA Payment.

2. PAGA Settlement Employees Only. If you opted out of the Class settlement, but qualify as an PAGA Settlement Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you. .

3. Individual Payments will be mailed to Participating Class Members and PAGA Settlement Employees if the Court grants final approval of the Settlement. How long that will be after the Final Approval Hearing depends on several factors, including whether anyone objects to the Settlement or appeals the Court’s approval.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline, by completing, signing, and mailing the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before the Response Deadline (as a reminder, **the “Response Deadline” is DATE, 2023**).

If you submit a timely Request for Exclusion from the Class Settlement (1) will not have any rights under the Class Settlement, including the right to object to, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, except as to the release of PAGA claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members (those who do not elect to be excluded from the Settlement) have the right to object to the Settlement. If you remain a Participating Class Member, and you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed settlement in writing or in person or via audio/video appearance at the Final Approval Hearing. **The deadline for sending written objections to the Administrator is , 2023 (the “Response Deadline”).**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form or another method stating your objection, and include any and all evidence and supporting papers. The Objection Form or other method and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 on the Objection Form, **postmarked** on or before the Response Deadline of , 2023. Alternatively, you may make an oral objection at the Final Approval Hearing; you are not required to file a notice of intent to appear in advance of the Hearing. The Court will consider all oral objections made in person or through counsel at the Final Approval Hearing regardless of whether a written objection has been submitted. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement.

As a Participating Class Member, you can personally state objections to the Settlement (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On , 2023, the Court will hold a public hearing in Department CX104 of the Civil Complex Center for the Superior Court for the State of California, County of Orange, 751 W. Santa Ana Blvd., Santa Ana, CA 92701 for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payment to the LWDA, and whether to approve Plaintiff’s request for the Service Award. This hearing may be continued or rescheduled by the Court without further notice to you other than by you checking the Court’s docket. If you do not object to the proposed Settlement you can but do not need to appear at the hearing and do not need to take any other action. Class Counsel will answer any questions the Judge may have.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail but obtained it and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail.

Settlement Administrator
Name
Mailing Address
Telephone Number

For your convenience, the Administrator has uploaded key case documents (including the operative complaint, PAGA Notice letter to the LWDA, Settlement Agreement and Amendment thereto, the Class Notice Packet, and Orders granting Preliminary Approval, Final Approval and the Judgment) for this case to the following website: **PLEASE INSERT URL HERE**. The website will be active for at least 180 days. Should you desire any additional information, or if you wish to communicate directly with Class Counsel or Defendant's Counsel, you may contact them at the contact information noted here:

Class Counsel	Defendant's Counsel
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	John S. Battenfeld Tuyet T. Nguyen Lu <i>john.battenfeld@morganlewis.com</i> <i>tuyet.nguyen@morganlewis.com</i> Morgan, Lewis & Bockius LLP 300 South Grand Avenue Twenty-Second Floor Los Angeles, CA 90071-3132 Tel: (213) 612-2500 Fax: (213) 612-2501

You may also seek advice from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement and Amendment thereto, containing the complete terms of the proposed Settlement, which is posted on the Administrator's website (above), as well as on file with the Court and attached to the Supplemental **Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement** filed on [REDACTED], 2023 and which is available to be inspected at any time during regular business hours at the Office of the Clerk, Orange County Superior Court, at 700 Civic Center Drive West, Santa Ana, CA 92701, during regular court hours.

**DO NOT WRITE OR TELEPHONE THE SUPERIOR COURT
TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

10. WHAT IF I DON'T GET OR I LOSE MY SETTLEMENT CHECK?

If the settlement is approved but you do not receive or you lose or misplace your settlement check before cashing it, you should contact the Administrator who will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF MY ADDRESS HAS CHANGED?

To ensure that you receive your check, you should immediately notify the Administrator if you have moved or otherwise changed your mailing address.

REQUEST FOR EXCLUSION FORM

Edward Cruz v. C T Corporation System

Orange County Superior Court, Case No. 30-2022-01261966-CU-OE-CXC

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**

☐ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Cruz v. C T Corporation System* (Orange County Superior Court Case No. 30-2022-01261966-CU-OE-CXC). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on _____, 2023

[NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DEADLINE]:

Settlement Administrator:

Name
Mailing Address
Telephone Number

OBJECTION FORM

Edward Cruz v. C T Corporation System

Orange County Superior Court, Case No. 30-2022-01261966-CU-OE-CXC

Please verify and/or complete any missing identifying information:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Cruz v. C T Corporation System*, on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2023 [NAME]

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN [INSERT OBJECTION DEADLINE]:

<u>Settlement Administrator:</u>
Name Mailing Address Telephone Number