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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

**DFT, INC. WAGE AND HOUR
CASES**

Coordinated Actions:

ERIC BETANCES vs. DFT, INC. D/B/A
CANNON MANAGEMENT

ROXANA VALDEZ vs. DFT, INC.
D/B/A CANNON MANAGEMENT

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: 4882

Honorable John S. Wiley, Jr.
Department SSC9

Superior Court of California, County of Los
Angeles: BC559751

Complaint Filed: October 6, 2014

Superior Court of California, County of San
Bernardino: CIVDS1605358

Complaint Filed: April 12, 2016

**[REVISED PROPOSED ORDER] GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 3, 2018
Time: 10:00 a.m.
Department: SSC9

1 This matter has come before the Court in Department SSC9 of the Superior Court of the
2 State of California, for the County of Los Angeles, on July 3, 2018 at 10:00 a.m. with Lawyers *for*
3 Justice, PC appearing as counsel for Plaintiffs Eric Betances and Roxana Valdez ("Representative
4 Plaintiffs," "Class Representatives," and/or "Plaintiffs"), individually and on behalf of all others
5 similarly situated and other aggrieved employees, and Jackson Lewis, P.C., appearing as counsel for
6 Defendant DFT, Inc. d/b/a Cannon Management ("Defendant"). The Court, having carefully
7 considered the papers, argument of counsel, and all matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action
9 Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
12 Settlement and Release and Amendment No. 1 to Stipulation of Class Action and PAGA Settlement
13 and Release (collectively referred to as "Settlement," "Agreement," or "Settlement Agreement"),
14 attached as "Exhibit A" to the Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for
15 Preliminary Approval of Class Action Settlement and "Exhibit 1" to the Supplemental Declaration
16 of Edwin Aiwazian in Support of Plaintiffs' Motion for Preliminary Approval of Class Action
17 Settlement, respectively. This is based on the Court's determination that the Settlement falls within
18 the range of possible approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement,
20 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
21 Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
23 and reasonable. It appears to the Court that extensive investigation and research have been
24 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
25 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
26 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
27 further prosecution of the Action. It further appears that the Settlement has been reached as the
28

1 result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good
2 faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Attorneys' Fees and Costs, Class Representative Enhancement Payments, PAGA Settlement
5 Amount, Settlement Administration Costs, and payments to the Settlement Class Members and
6 PAGA Class Members provided thereby, appear to be within the range of reasonableness of a
7 settlement that could ultimately be given final approval by this Court. Indeed, the Court has
8 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
9 finds that the monetary settlement awards made available to the Class Members are fair, adequate,
10 and reasonable when balanced against the probable outcome of further litigation relating to
11 certification, liability, and damages issues.

12 5. The Court conditionally certifies, for settlement purposes only, the Class, defined as
13 follows:

14 All hourly-paid or non-exempt individuals employed by Defendant within the State
15 of California during the period from October 6, 2010 to the date on which this Order
is entered.

16 6. The Court provisionally appoints Lawyers *for* Justice, PC and Girardi & Keese as
17 Class Counsel.

18 7. The Court provisionally appoints Plaintiffs Eric Betances and Roxana Valdez as the
19 Class Representatives.

20 8. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") as
21 the Settlement Administrator.

22 9. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in that:
24 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of the
27 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) the Plaintiffs
28 will fairly and adequately protect the interests of the members of the Class; (e) a class action is

1 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
2 Counsel are qualified to act as counsel for the Plaintiffs in their individual capacity and as the
3 representatives of the Class.

4 10. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
5 the Settlement Administrator with the Class List, in conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Revised Notice of Class Action
7 and PAGA Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" The Class Notice shall
8 be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds
9 that the Class Notice appears to fully and accurately inform the Class Members of all material
10 elements of the Settlement, of the Class Members' right and opportunity to be excluded from the
11 Settlement by submitting a Request for Exclusion, right and opportunity to submit a Workweek
12 Dispute, and right and opportunity to object to the Settlement by submitting a Notice of Objection.
13 The Court further finds that distribution of the Class Notice substantially in the manner and form set
14 forth in the Settlement and this Order, and that all other dates set forth in the Settlement and this
15 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
16 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
17 Notice by first class U.S. mail to all Class Members within forty-five (45) calendar days of the date
18 of this Order, pursuant to the terms set forth in the Settlement.

19 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
20 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
21 to be excluded from the Settlement by submitting a timely written Request for Exclusion to the
22 Settlement Administrator fax-stamped or postmarked no later than forty-five (45) calendar days after
23 the date on which the Settlement Administrator initially mails the Class Notice to Class Members
24 or, in the case of a re-mailed Class Notice, fifteen (15) calendar days after the date on which the
25 Class Notice is re-mailed or the 45-day period, whichever is later ("Response Deadline"). Any such
26 person who chooses to opt out of, and be excluded from, the Settlement will not be entitled to any
27 recovery under the Settlement and will not be bound by the Settlement or have any right to object,
28 appeal, or comment thereon. Class Members who have not submitted a timely and valid Request

1 for Exclusion ("Settlement Class Members") shall be bound by the Settlement Agreement and any
2 final judgment based thereon.

3 13. A Final Approval Hearing shall be held before this Court on
4 _____ at _____ a.m./p.m. in
5 Department SSC9 of the Los Angeles Superior Court, 312 North Spring Street, Los Angeles,
6 California 90012, to determine all necessary matters concerning the Settlement, including: whether
7 the proposed settlement of the Action on the terms and conditions provided for in the Settlement is
8 fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
9 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
10 Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
11 determine whether to finally approve the requests for Attorneys' Fees and Costs, Class
12 Representative Enhancement Payments, and Settlement Administration Costs.

13 14. Class Counsel shall file a motion for final approval of the Settlement and for
14 Attorneys' Fees and Costs, Class Representative Enhancement Payments, and Settlement
15 Administration Costs, along with the appropriate declarations and supporting evidence, including
16 the Settlement Administrator's declaration, by _____, to be
17 heard at the Final Approval Hearing.

18 15. To object to the Settlement, a Class Member must fax-stamp or postmark a written
19 Notice of Objection to the Settlement Administrator no later than the Response Deadline. The
20 Notice of Objection must be signed and dated, and must contain the information that is required, as
21 set forth in the Class Notice, including and not limited to the grounds for the objection.

22 16. The Settlement is not a concession or admission and shall not be used against
23 Defendant as an admission or indication with respect to any claim of any fault or omission by
24 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
25 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
26 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
27 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
28 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,

1 wrongdoing, omission, concession or damage.

2 17. In the event the Settlement does not become effective in accordance with the terms
3 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
4 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
5 vacated, and the Parties shall revert back to their respective positions as of before entering into the
6 Settlement Agreement.

7 18. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12
13 Dated: _____

By: _____
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

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

DFT, INC. WAGE AND HOUR CASES

Coordinated actions:

BETANCES vs. DFT, INC. D/B/A CANNON
MANAGEMENT

VALDEZ VS. DFT, INC. D/B/A CANNON
MANAGEMENT

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO: 4882**

SUPERIOR COURT OF CALIFORNIA COUNTY OF
LOS ANGELES
NO.: BC559751

SUPERIOR COURT OF CALIFORNIA COUNTY OF
SAN BERNARDINO
NO.: CIVDS1605358

To: All hourly-paid or non-exempt individuals employed by DFT, Inc. dba Cannon Management within the State of California between October 6, 2010 to [the date of Preliminary Approval].

**PLEASE READ THIS NOTICE CAREFULLY
IT MAY AFFECT YOUR LEGAL RIGHTS**

INTRODUCTION

You have received this Notice of Class Action and PAGA Settlement ("Settlement Notice") because the records of DFT, Inc. dba Cannon Management ("Cannon") indicate that you were employed as an hourly-paid or non-exempt employee by Cannon within the State of California at any time between October 6, 2010 and [date of Preliminary Approval] ("Class Period"). All individuals who fall within that description are considered "Class Members" under the terms of this Settlement Notice.

We are providing you with this Settlement Notice to make you aware that a proposed class action settlement (the "Settlement") of the above-entitled coordinated lawsuits (collectively referred to as the "Action"), pending in the Superior Court of the State of California for the County of Los Angeles, has been reached by the parties and has been granted preliminary approval by the Court supervising the Action. A Final Approval Hearing will be held on [date and time of Final Approval Hearing] to determine whether the Settlement should be granted final approval.

Cannon's records indicate that you are a Class Member and therefore you are entitled to payment under the Settlement. The Settlement affects your legal rights unless you "opt out" of the Settlement. The purpose of this Settlement Notice is to: (1) describe the Action; (2) inform you of the terms of the Settlement; and (3) inform you of your rights and options in connection with the Settlement. Cannon will not fire, punish, retaliate, or otherwise discriminate against any employee because he or she chooses to or not to participate in the Settlement or objects to the Settlement.

SUMMARY OF THE ACTION

Plaintiffs Eric Betances and Roxana Valdez (collectively, "Plaintiffs") are former employees of Cannon. Plaintiff Eric Betances ("Betances") filed a putative class and representative action complaint against Cannon in Los Angeles Superior Court on October 6, 2014 (Los Angeles Superior Court, Case No. BC559751); Plaintiff Roxana Valdez ("Valdez") filed a putative representative action complaint in San Bernardino Superior Court on April 12, 2016 (San Bernardino Superior Court, Case No. CIVDS1605358) (collectively, the "Lawsuits"). The Lawsuits collectively allege that Cannon violated the

Questions? Contact the Settlement Administrator toll free at 1-***-***-****

California Labor Code and Business Professions Code by failing to pay wages, including, but not limited to, overtime and minimum wages, failing to provide meal and rest periods, failing to reimburse business expenses, failing to provide accurate wage statements, failing to provide timely wages during and after employment, failing to keep payroll records, and committing unfair business practices. Plaintiffs seek recovery of alleged unpaid wages, statutory penalties, civil penalties under the California Private Attorneys General Act ("PAGA"), interest, and attorneys' fees and costs. Plaintiffs also seek to maintain a class action for their claims on behalf of themselves and all hourly-paid or non-exempt individuals employed by Cannon within the State of California during the Class Period.

Cannon has denied, and continues to deny, the factual allegations and legal claims asserted in the Action and believes that Plaintiffs' claims have no merit. By agreeing to settle, Cannon is not admitting liability on any of the factual allegations or claims asserted in the Action or that it can or should proceed as a class action. Cannon has agreed to settle the case solely for economic efficiency.

The parties have actively litigated this Action and the Lawsuits. Counsel for the parties have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Plaintiffs' counsel believes that the claims alleged in the Action have merit, Plaintiffs' counsel also recognizes that further proceedings in this Action, including a trial and possible appeals, would be very expensive and lengthy, and that it is uncertain how various legal questions at issue would ultimately be determined in the Action. Therefore, upon careful consideration of all of the facts and circumstances of this case, Plaintiffs' counsel believes that the proposed Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

Plaintiffs and Cannon engaged in extensive settlement discussions in an attempt to resolve the claims in the Action. As a result of these discussions, the parties entered into a Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"). Each party has entered into this Settlement with the intention to avoid further disputes and litigation and their attendant risk, inconvenience, and expense.

The Court granted preliminary approval of the Settlement on [date of Preliminary Approval] on behalf of a Class defined as:

All hourly-paid or non-exempt individuals employed by Cannon within the state of California at any time during the period from October 6, 2010 to [date of Preliminary Approval].

At that time the Court also preliminarily approved Plaintiffs to serve as Class Representatives, Phoenix Class Action Administration Services to serve as Settlement Administrator, and Lawyers *for* Justice, PC and Girardi | Keese to serve as counsel for Plaintiffs and the Class ("Class Counsel").

By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. The final determination of whether the Settlement is fair, reasonable, and adequate will be made at the Final Approval Hearing, which is scheduled for [date and time of Final Approval Hearing], in Department 9 of the Los Angeles County Superior Court – Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012.

SUMMARY OF SETTLEMENT TERMS

Settlement Amount. Cannon has agreed to pay a maximum settlement amount of \$550,000 ("Maximum Settlement Amount") to fully resolve the Action and obtain a release of claims as described below. All payments associated with the Settlement shall be paid from the Maximum Settlement Amount, including all payments to Class Members, Plaintiffs, Class Counsel, the Settlement Administrator, and employees' and employer's share of tax withholdings or deductions on the wage portion of each Class Member's Settlement Share. The Net Settlement Amount refers to the amount available for payment to the Class Members after deducting the following from the Maximum Settlement Amount: (1) Class Representative Enhancement Payments; (2) Settlement Administration Costs, (3) Attorneys' Fees and Costs, and (4) the PAGA Settlement Amount (as defined below).

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Maximum Settlement Amount as follows, which will be subject to final approval by the Court:

- Class Representative Enhancement Payments. Enhancement Payments of up to \$7,500 to Plaintiff Betances and up to \$5,000 to Plaintiff Valdez for their efforts and services they have provided on behalf of the Class in prosecuting the Action. These Class Representatives Enhancement Payments will be in addition to whatever payment Plaintiffs are otherwise entitled to as Class Members.
- PAGA Settlement Amount. Payment of \$30,000 as alleged civil penalties under the PAGA, of which \$22,500 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"), and \$7,500.00 (25%) shall be paid on a *pro rata* basis to Class Members who do not submit timely and valid Requests for Exclusion ("Settlement Class Members") and who were employed by Cannon during the period of October 6, 2013 through [date of Preliminary Approval] ("PAGA Class Members").
- Settlement Administration Costs. Payment to the Settlement Administrator, estimated at this time not to exceed \$17,000, for the expense of notifying the Class of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweek Disputes, and distributing payments under the Settlement.
- Attorneys' Fees and Costs. Payment to Class Counsel of attorneys' fees in the amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$192,500) as reasonable compensation for the work Class Counsel has performed in this Action, and will continue to perform through settlement finalization, together with reimbursement of the costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed \$30,000.

Calculation of Each Class Member's Settlement Share. Each Class Member who does not validly opt out of the Settlement (i.e., Settlement Class Member) will be issued a share of the Net Settlement Amount ("Settlement Share") if the Settlement is granted final approval by the Court. Each Class Member's Settlement Share will be calculated as follows:

1. "Workweeks" means the number of weeks of employment that each Class Member worked as an hourly-paid or non-exempt employee for Cannon within the State of California during the Class Period.
2. Each Class Member's number of Workweeks will be calculated based on each Class Member's individual payroll and/or time records, as maintained by Cannon. The Settlement Administrator will determine the total number of Workweeks worked by all Class Members resulting in the "Class Workweeks."
3. To determine each Class Member's estimated Settlement Share, the Settlement Administrator will use the following formula: estimated Settlement Share = (Net Settlement Amount ÷ Class Workweeks) x Workweeks.
4. If any Class Members validly opts out of the Settlement, the Settlement Administrator will proportionately increase the Settlement Share of each Class Member to ensure that the entire Net Settlement Amount is distributed to Class Members.
5. Each Class Member's Settlement Share will be reduced by any required deductions for each Class Member, including the employer's and employee's share of payroll taxes or withholdings with respect to the wage portion of the Settlement Share, resulting in the Class Member's Individual Settlement Payment.

Cannon's records indicate that you worked a total of [number] Workweeks. Based on your Workweeks and the above calculations, if the Settlement is approved and you elect not to opt out of the Settlement, your estimated gross Individual Settlement Payment is \$[Individual Settlement Payment].

Calculation of Individual PAGA Payments. In addition to the Settlement Share described above, each Class Member who does not validly opt out of the Settlement and who worked as an hourly-paid or non-exempt employee for Cannon within the State of California during the period of October 6, 2013 through [date of Preliminary Approval] (the "PAGA Period") (i.e., PAGA Class Members) will be issued a share of the PAGA Settlement Amount ("Individual PAGA Payment") if the

Settlement is granted final approval by the Court. Each PAGA Class Member's Individual PAGA Payment will be calculated as follows:

1. "PAGA Workweeks" means the number of weeks of employment that each PAGA Class Member worked as an hourly-paid or non-exempt employee for Cannon within the State of California during the PAGA Period.
2. The Settlement Administrator will calculate the total number of PAGA Workweeks of each individual PAGA Class Member ("Individual PAGA Workweeks") and the total number of PAGA Workweeks worked by all PAGA Class Members ("Total PAGA Workweeks").
3. To determine each PAGA Class Member's Individual PAGA Payment, the Settlement Administrator will use the following formula: Individual PAGA Payment = $(\$7,500.00 \div \text{Total PAGA Workweeks}) \times \text{Individual PAGA Workweeks}$.
4. The remaining portion of the PAGA Settlement Amount (\$22,500) will be paid by the Settlement Administrator to the LWDA.

Cannon's records indicate that you worked a total of [number] PAGA Workweeks. Based on your Individual PAGA Workweeks and the above calculations, if the Settlement is approved and you elect not to opt out of the Settlement, your estimated Individual PAGA Payment is \$[Individual PAGA Payment].

Tax Withholding. IRS Forms W-2 and 1099 will be distributed to the Class Members and the appropriate taxing authorities, reflecting the payments that are issued to the Class Members under the Settlement. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

- Individual Settlement Payments: One-third (1/3) of each Settlement Share will be allocated as alleged unpaid wages, one-third (1/3) will be allocated as alleged unpaid interest, and one-third (1/3) will be allocated as alleged unpaid penalties. The portion allocated as wages will be reduced for employee's and employer's share of federal and state withholdings and taxes. Each Settlement Share minus employees' and employers' share of taxes is an Individual Settlement Payment.
- Individual PAGA Payments: All Individual PAGA Payments will be allocated as alleged unpaid penalties and will be reported on an IRS Form-1099 by the Settlement Administrator (and will not be reduced for any taxes or withholdings).

Release of Claims. Upon final approval of the Settlement, each Class Member (other than those who submit a timely and valid Request for Exclusion) shall be deemed to have fully, finally, and forever released Cannon and any of its current and former parents, subsidiaries, affiliates, divisions, successors, assigns, and officers, directors, employees, and shareholders thereof, if any (the "Released Parties"), from any and all Released Claims, which include all allegations, claims, rights, demands, liabilities and causes of action of any nature and description, against Cannon and any of its current and former parents, subsidiaries, affiliates, divisions, successors, assigns, and officers, directors, employees, and shareholders thereof, if any ("Released Parties, under state, federal, or local law, whether statutory, constitutional, contractual, common law, and administrative law claims, made or which could have been made in the Action, based on the allegations in the Lawsuits and amendments thereto, during the Class Period, including the following claims and any corresponding or related claims under the Fair Labor Standards Act: failure to pay for all hours worked, including but not limited to minimum wage and overtime hours; failure to provide meal periods and failure to pay associated premium payments; failure to provide rest breaks and failure to pay associated premium payments; failure to timely pay wages during employment; failure to reimburse business expenses; failure to keep accurate payroll records; failure to provide compliant wage statements; failure to timely pay all wages due at time of separation and associated waiting time penalties; failure to comply with the California Labor Code and associated PAGA civil penalties; and alleged violation of the California Business and Professions Code section 17200, *et seq.*, including, but not limited to, injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees, and costs.

All Class Members who do not submit a timely and valid Request for Exclusion from the Settlement (i.e., Settlement Class Members) shall be bound by this release.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an Order finally approving the Settlement.

YOUR OPTIONS UNDER THE SETTLEMENT

Option 1— *Do Nothing*

You do not need to do anything if you want to receive payment from and participate in the Settlement. If you chose this **Option 1** (i.e., do nothing in response to this Settlement Notice) and the Court grants final approval of the Settlement, you will be mailed a check for your Individual Settlement Payment and, if applicable, Individual PAGA Payment. In addition, you will be deemed to have released and waived the Released Claims against the Released Parties. Class Members will be bound by the Release of Claims unless they submit a valid Request for Exclusion pursuant to Option 2 below.

Stated above in this Settlement Notice is the number of Workweeks, and if applicable, PAGA Workweeks credited to you, and your estimated Individual Settlement Share and, if applicable, Individual PAGA Payment. If you believe that the number of Workweeks or PAGA Workweeks shown above are incorrect, you can dispute that information by faxing or mailing a Workweek Dispute to the Settlement Administrator on or before **[Response Deadline]** at the following address:

DFT, Inc. Wage and Hour Cases Settlement Administration
c/o Claims Administrator Name
Address
Facsimile Number

To be valid, a Workweek Dispute must be in writing and contain: (i) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (ii) the case name and number of the Action (the case name and number is: DFT, Inc. Wage and Hour Cases, JCCP 4882); and (c) the number of Workweeks and/or PAGA Workweeks you contend is correct and any evidence supporting your contention.

Option 2 — *Opt Out of the Settlement*

If you do not wish to participate in the Settlement, you may exclude yourself or “opt out” from the Settlement. If you opt out, you will receive no compensation from the Settlement, and you will not be bound by its terms. To validly opt out, you must submit a valid Request for Exclusion to the Settlement Administrator postmarked or fax stamped no later than **[Response Deadline – 45 days from mailing of Notice]**, and sent to the Settlement Administrator at the address listed above in Option 1.

The Request for Exclusion must be in writing and must include (i) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (ii) the case name and number of the Action (the case name and number is: DFT, Inc. Wage and Hour Cases, JCCP 4882); and (iii) a clear statement that you do not wish to be included in the Settlement.

If you choose this **Option 2**, you will no longer be a Class Member. You will not be deemed to have released the Released Claims, you will not receive any payment from the Settlement, and you will lack standing to submit any objection to the Settlement.

Option 3 — *Object to the Settlement*

If you wish to object to the Settlement because you find it unfair or unreasonable, you must fax or mail a Notice of Objection to the Settlement Administrator. A valid Notice of Objection must be in writing and include: (i) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (ii) the case name and number of the Action (the case name and number is: DFT, Inc. Wage and Hour Cases, JCCP 4882); (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection, (iv) a statement of whether you intend to appear at

Questions? Contact the Settlement Administrator toll free at 1-***-***-****

the Final Approval Hearing and whether you are represented by counsel, and (v) copies of any papers, briefs, or other documents upon which the objection is based.

If you submit a Notice of Objection as outlined above, you may, but are not required to, appear at the Final Approval Hearing set for [Date and Time of Fairness Hearing] in Department 9 of the Los Angeles County Superior Court – Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, and discuss your objection with the Court and counsel for the parties. You may also retain an attorney to represent you at the hearing. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Notwithstanding the foregoing, the Court may hear any and all Class Members who object at the Final Approval Hearing regardless of whether a Notice of Objection was submitted.

All Notices of Objection must be faxed or mailed to the Settlement Administrator (at the address or fax number listed above under Option 1) no later than **[Response Deadline – 45 days from mailing of Notice]**. By submitting a Notice of Objection, you are not excluding yourself from the Settlement. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

If you choose this **Option 3**, you may still receive payment under the Settlement if the Settlement is granted final approval by the Court. In addition, you will be subject to the Release of Claims referenced above.

Additional Information

This Settlement Notice is only a summary of the case and the settlement. **Class Members should contact the Settlement Administrator at 1-***-***-**** with any concerns or questions regarding the Settlement.** You may also refer to the pleadings, the Joint Stipulation of Class Action and PAGA Settlement and Release (which is attached as Exhibit _ to the Declaration of Edwin Aiwarzian in Support of Preliminary Approval of Class Action Settlement), Amendment No 1 to Joint Stipulation of Class Action and PAGA Settlement and Release (which is attached as Exhibit _ to the Supplemental Declaration of Edwin Aiwarzian in Support of Preliminary Approval of Class Action Settlement) and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of California for the County of Los Angeles, Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California 90012.

All inquiries by Class Members regarding this Settlement Notice and/or the settlement should be directed to the Settlement Administrator or Counsel for the Parties, at the addresses set forth below.

Class Counsel

Edwin Aiwarzian, Esq.
LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020

V. Andre Sherman, Esq.
GIRARDI | KEESE
1126 Wilshire Boulevard
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Tel: (213) 977-0211

Counsel for DFT, Inc. dba Cannon Management

Frank M. Liberatore, Esq.
Eric J. Gitig, Esq.
JACKSON LEWIS P.C.
725 S. Figueroa, Suite 2500
Los Angeles, CA 90017
Tel.: (213) 689-0404

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.