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10
11 *Attorneys for Plaintiff,*
JASHAR BRYANT
12 (Additional Counsel on Following Page)

13
14 **IN THE SUPERIOR COURT OF CALIFORNIA**
15 **FOR THE COUNTY OF ORANGE**

16 JASHAR BRYANT, on behalf of himself,
17 and all others similarly situated and on
18 behalf of himself as an “aggrieved
19 employee” on behalf of other “aggrieved
Attorneys General Act of 2004,

20 *Plaintiff(s),*

21 vs.

22 PINNACLE CABLING &
23 CONSTRUCTION, INC., a California
24 corporation; ARIJET CORPORATION, a
25 Texas corporation DBA ARIJET
COMMUNICATIONS; and DOES 1-50,
inclusive,

26 *Defendant(s).*

Case No.: 30-2020-01123094-CU-OE-CXC

**FIRST AMENDED JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

Action filed: January 10, 2020

Department: CX104, Hon. William
D. Cluster



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ATTORNEYS FOR DEFENDANTS

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Attorneys for Defendants,

PINNACLE CABLING & CONSTRUCTION, INC. and ARIJET CORPORATION DBA
ARIJET COMMUNICATIONS



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1 This First Amended Joint Stipulation of Class Action Settlement and Release of Claims
2 (“Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiff
3 Jashar Bryant (“Plaintiff” or “Class Representative”), individually and on behalf of all putative
4 class members, on the one hand, and Defendants Pinnacle Cabling & Construction, Inc. and
5 Arijet Corporation dba Arijet Communications (“Defendants”). Plaintiff and Defendants are
collectively referred to herein as the “Parties.”

6 **I. DEFINITIONS.**

7 The following definitions are applicable to this Settlement Agreement, in addition to other
8 terms defined elsewhere in the Agreement:

9 **A. “Action”** shall mean the civil action commenced on January 10, 2020, by Plaintiff
10 Jashar Bryant against Defendants filed originally in the Superior Court of California, County of
11 Orange, Case No. 30-2020-01123094-CU-OE-CXC, entitled: “JASHAR BRYANT, on behalf of
12 himself, and all others similarly situated, and as an “aggrieved employee” on behalf of other
13 “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,
14 *Plaintiff(s)*, vs. PINNACLE CABLING & CONSTRUCTION, INC.; and DOES 1 through 50,
15 inclusive, *Defendant(s)*.” The Action was later amended to include ARIJET CORPORATION
DBA ARIJET COMMUNICATIONS as a Defendant.

16 **B. “Class,” “Class Members,” or “Settlement Class”** shall mean all persons who
17 Defendant Pinnacle Cabling & Construction, Inc. employed as Level 1, Level 2, and/or Level 3
18 Labor Technicians in California on an hourly basis at any time during the time period beginning
19 of January 10, 2016 and ending on June 9, 2020.

20 **C. “Class Counsel”** shall mean the attorneys representing Plaintiff in the Action:
21 Walter Haines of United Employees Law Group, and David G. Spivak of The Spivak Law Firm.

22 **D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**
23 **Payment”** shall mean the amounts awarded to Class Counsel by the Court to compensate them
24 for, respectively, their fees and expenses in connection with the Action, including their pre-filing
25 investigation, their filing of the Action and all related litigation activities, this Settlement, and all
post-Settlement compliance procedures.

26 **E. “Class Notice”** shall mean the Notice of Proposed Settlement attached as **Exhibit**
A and incorporated by reference into this Agreement.

27 **F. “Class Period”** shall mean the period of time from January 10, 2016 through June
28



1 9, 2020.

2 **G. “Class Representative Payment”** shall mean the special payment made to
3 Plaintiff in his capacity as the Class Representative to compensate him for initiating the Action,
4 performing work in support of the Action, and undertaking the risk of liability for attorneys’ fees
5 and expenses in the event he was unsuccessful in the prosecution of the Action.

6 **H. “Court”** shall mean the Superior Court for the County of Orange, located at the
7 Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

8 **I. “Defense Counsel”** shall mean the attorneys representing Defendants in the
9 Action: Michael J. Studenka and Jessica L. Daley of Newmeyer & Dillion, LLP.

10 **J. “Effective Date”** shall mean the date by which this Agreement is approved by the
11 Court by entry of the Judgment and the Judgment becomes Final. The Judgment becomes “Final”
12 when the later of the following events occurs: (1) the period for filing any appeal, writ, or other
13 appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other
14 appellate proceeding having been filed; (2) any appeal, writ, or other appellate proceeding
15 opposing the Settlement has been dismissed finally and conclusively with no right by any
16 appellant or objector to pursue further remedies or relief; or (3) any appeal, writ, or other
17 appellate proceeding has upheld the Judgment with no right by any appellant or objector to pursue
18 further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall
19 not become effective until the Court’s Judgment granting final approval of the Settlement is
20 completely final, and no further recourse exists by an appellant or objector who seeks to contest
21 the Settlement. The occurrence of the Effective Date is a prerequisite to any obligation of
22 Defendant to pay any funds into the Settlement Account.

23 **K. “Final Approval Hearing”** shall mean the hearing to be conducted by the Court
24 to determine whether to approve finally and implement the terms of this Agreement.

25 **L. “Gross Settlement Amount”** shall mean the Gross Settlement Amount of Three
26 Hundred and Twenty Thousand Dollars and No Cents (\$320,000.00) payable by Defendants as
27 provided by this Agreement, plus Defendants’ employer-side payroll taxes. The Defendants
28 estimate that from January 10, 2016 to June 9, 2020, Pinnacle Cabling & Construction, Inc.
employed 113 Class Members with 2,666 paychecks between them.

M. “Judgment” shall mean the Order of Final Judgment entered by the Court that
the Parties anticipate will be entered following a Final Approval Hearing on the Settlement in

1 this Action.

2 N. “Net Settlement Amount” shall mean \$320,000.00 payable by Defendants
3 pursuant to this Settlement, less:

4 1. the Class Representative Payment approved by the Court;
5 2. the Class Counsel Fees Payment (one-third or 33.333% of the Gross
6 Settlement Amount) and the Class Counsel Litigation Expenses Payment (of not more than
7 \$12,500.00) approved by the Court;

8 3. the Settlement Administrator’s reasonable fees and expenses approved by
9 the Court (not to exceed \$10,000.00);

10 4. the amount of \$3,000 of the PAGA Penalties paid to the Labor Workforce
11 Development Agency of California for the PAGA claim; and

12 5. any other fees or expenses (other than attorneys’ fees and expenses)
13 incurred by Plaintiff in implementing the terms and conditions of this Agreement as approved by
14 the Court.

15 O. “PAGA” means the California Labor Code Private Attorneys General Act of
16 2004 (Lab. Code §§ 2698, *et seq.*).

17 P. “PAGA Members” means all Class Members Defendant’s employed as non-
18 exempt, hourly employees during the PAGA Period.

19 Q. “PAGA Penalties” means the portion of the Gross Settlement Amount that the
20 Parties have agreed to allocate as civil penalties in order to settle claims arising under PAGA.
21 The Parties have agreed to allocate Four Thousand Dollars and Zero Cents (\$4,000.00), of which,
22 payment from the Gross Settlement Amount to the LWDA will be made in the amount of Three
23 Thousand Dollars and Zero Cents (\$3,000.00), which is 75% of the PAGA Penalties. One
24 Thousand Dollars and Zero Cents (\$1,000.00), 25% of the PAGA Penalties, will remain in the
25 Net Settlement Amount for distribution pro rate to PAGA Members as described in this
26 agreement. If the PAGA Penalties are approved by the Court, PAGA Members will receive
27 payment from the employee portion of the PAGA Penalties regardless of whether they submit a
28



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1 request for exclusion.

2 **R. “PAGA Period”** shall mean December 11, 2018 through June 9, 2020.

3 **S. “Participating Class”** or **“Participating Class Members”** shall mean all
4 Settlement Class members who do not submit a valid letter requesting to be excluded from the
5 Settlement, consistent with the terms set forth in this Settlement Agreement.

6 **T. “Preliminary Approval of the Settlement”** shall mean the Court’s preliminary
7 approval of the Settlement without material change.

8 **U. “Settlement”** shall mean the disposition of the Action and all related claims
9 effectuated by this Agreement.

10 **V. “Settlement Administrator”** shall mean CPT Group, Inc., or another
11 administrator proposed by the Parties and appointed by the Court to administer the Settlement.

12 **W. “Settlement Share”** shall mean each Class Member’s allocated share of the Net
13 Settlement Amount as provided by this Agreement.

14 **II. RECITALS**

15 **A.** On or about December 11, 2019, Plaintiff Jashar Bryant, through his attorneys,
16 sent a letter to the Labor Workforce Development Agency (“LWDA”) alleging the following:
17 (1) failure to pay wages for all hours worked at the correct rates of pay, including wages for
18 unpaid rest and recovery time, (2) failure to provide meal periods, (3) failure to authorize and
19 permit rest periods, (4) failure to indemnify for business expenses, (5) resulting wage statement
20 violations, (6) resulting failure to timely pay wages due during employment and at separation,
21 (7) resulting failure to timely pay wages, and (8) failure to maintain accurate employment
22 records. Plaintiff Jashar Bryant asserted these representative claims on behalf of all current and
23 former Class Members who are or were employed during the applicable statutory period.

24 **B.** On January 10, 2020, Plaintiff Jashar Bryant filed a class action complaint in the
25 Orange County Superior Court, alleging the same wage and hour claims, as set forth in their
26 notice to the LWDA. On February 14, 2020, Plaintiff Jashar Bryant filed a first amended class
27 action complaint in the Orange County Superior Court, adding a cause of action under the Labor
28 Code Private Attorneys General Act of 2004, Labor Code §§ 2689, *et seq.* (“PAGA”).

C. On April 11, 2020, Defendant Pinnacle Cabling & Construction, Inc. answered
Plaintiff Jashar Bryant’s first amended class action complaint and denied all of Plaintiff Jashar



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1 Bryant's material allegations.

2 **D.** On May 24, 2021, Plaintiff Jashar Bryant filed an amendment to the first amended
3 complaint that added Arijet Corporation dba Arijet Communications as a Defendant.

4 **E.** Defendants continue to deny all of Plaintiff Jashar Bryant's material allegations.
5 Specifically, Defendants deny that Plaintiff and putative class members are entitled to additional
6 wages and overtime pay. Defendants contend they paid the putative class members for all hours
7 worked as required by law. Defendants deny the Class Members were deprived of meal and rest
8 periods, allege that they had meal and rest break policies and procedures in place to ensure
9 compliance with California law, and allege that employees were allowed to take their rest and
10 meal periods. Defendants assert that they reimbursed the Class Members for all business
11 expenses they reasonably incurred as required by law. Defendants further allege that the unpaid
12 wage, improper wage statement, and rest and meal period claims are not amenable to class
13 treatment because common issues do not predominate. Defendants assert that the waiting time
14 penalties claim will fail as to former Class Members who cannot prevail on the claims described
15 above.

16 **F.** The Parties thereafter engaged in an informal, voluntary exchange of information
17 in the context of privileged settlement discussions to facilitate mediation. Defendant produced
18 Plaintiff's entire personnel file (including policies and agreements he signed and acknowledged),
19 copies of its relevant company written policies, time-keeping records, email messages, and
20 paycheck data and records for the putative class, and more detailed time and payroll data for a
21 random sample of putative class members specifically selected by Plaintiff's counsel.

22 **G.** On November 2, 2020 and January 8, 2021, following much of the foregoing
23 informal discovery and exchange of information, the Parties participated in mediation sessions
24 presided over by Mediator Lexi Myer, an experienced mediator. During the mediation, the Parties
25 had a full day and one-half of productive negotiations. Though the Action did not settle on
26 January 8, 2021, the Parties maintained their settlement negotiations through Lexi Myer. During
27 the settlement discussions that continued afterward, each side, represented by its/his/their
28 respective counsel, recognized the risk of an adverse result in the Action and, on March 17, 2021,
after many continuing negotiations through the mediator, agreed to settle the Action and all other
matters covered by this Agreement pursuant to the terms and conditions of this Agreement.

H. Based on their own thorough, independent investigation and evaluation of this



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1 case, Class Counsel are of the opinion that the settlement with Defendants for the consideration
2 and on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interest
3 of the Settlement Class in light of all known facts and circumstances, including the risk of
4 significant costs and delay, the risk of non-certification of the Class, the defenses asserted by
5 Defendants, the risks of adverse determinations on the merits, and numerous potential appellate
6 issues. Although Defendants contend they have no liability in this case, Defendants' counsel
7 shares Class Counsel's belief that the Agreement represents a fair and adequate settlement given
8 the respective risks associated with the case.

9 **I.** This Agreement represents a compromise and settlement of highly disputed
10 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants
11 that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class
12 on those claims or to the State, or as an admission by Plaintiff that Defendants' defenses raised
13 in the Action have merit. This Agreement is intended to fully, finally, and forever compromise,
14 release, resolve, discharge, and settle the released claims subject to the terms and conditions set
15 forth in this Agreement.

16 Based on the foregoing Recitals, the Parties agree as follows:

17 **III. SETTLEMENT TERMS AND CONDITIONS**

18 **A. Certification for Settlement Purposes.** Solely for the purposes of effectuating
19 this Settlement, and subject to Court approval, the Parties hereby stipulate to the conditional
20 certification of the Settlement Class. The Parties agree that if for any reason the Settlement is not
21 preliminarily and finally approved, the conditional certification of the Settlement Class will be
22 of no force or effect, does not constitute an admission by Defendant that class certification is
23 proper, and will not be deemed admissible in this or any other proceeding, and that the Parties
24 will litigate the issue of class certification.

25 **B. Gross Settlement Amount.** Subject to the terms and conditions of this
26 Agreement, the Gross Settlement Amount of Three Hundred and Twenty Thousand Dollars and
27 No Cents (\$320,000.00), plus Defendants' employer share of payroll taxes, is the maximum
28 amount payable by Defendants. In no event will Defendants be required to pay more than the
29 Gross Settlement Amount for distribution to the Plaintiff, Class Counsel, Class Members, the
30 LWDA, and Settlement Administrator. However, Defendants will also pay their share of the
31 employer-side payroll taxes.



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1 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
2 Court in an amount currently estimated to not exceed Ten Thousand Dollars and No Cents
3 (\$10,000).

4 **4. To the LWDA.** The Parties will jointly apply to the Court for approval of
5 a settlement of claims under the Private Attorneys General Act (“PAGA”), California Labor Code
6 section 2698, *et seq.*, for Four Thousand Dollars and No Cents (\$4,000.00) in PAGA Penalties,
7 of which, payment from the Gross Settlement Amount to the LWDA will be made in the amount
8 of Three Thousand Dollars and No Cents (\$3,000.00), which is 75% of the PAGA settlement.
9 One Thousand Dollars and No Cents (\$1,000.00), 25% of the PAGA settlement, will remain in
10 the net Settlement amount for distribution to the PAGA Member.

11 **D. Allocation of Net Settlement Amount and Calculation of Settlement Shares.**

12 Subject to the terms and conditions of this Agreement, the Settlement Administrator will
13 distribute a payment from the Net Settlement Amount to each Participating Class Member. The
14 Settlement Share for each Participating Class Member will be calculated as follows,
15 understanding that the formulas below do not constitute an admission by either party, and are
16 intended only to provide a practical means to simplify and administer the claims process:

17 **(a) Participating Class Members’ Settlement Shares.** The
18 settlement shares are allocated one third to wages (for which employment taxes will be deducted
19 and W-2s issued) and one third to interest and one third to penalties (for which 1099s will be
20 issued). However, the PAGA Penalties are solely to penalties for which 1099s will be issued).

21 **(b) Settlement Ratio Calculation.** With regard to the portion of the
22 Net Settlement Amount not allocated to PAGA Penalties, the Settlement Administrator shall
23 assign to each Class Member a “Settlement Ratio,” which shall be a fractional number comprised
24 of (a) that Class Member’s Individual Paychecks as the numerator, and (b) the aggregate total of
25 all Class Members’ Individual Paychecks as the denominator. The Settlement Administrator shall
26 assign to each Class Member the “Settlement Share” which shall be calculated by multiplying
27 that Class Member’s Settlement Ratio by the amount allocated to Class Members from the Net
28 Settlement Amount.

(c) Settlement Ratio Calculation. With regard to the PAGA
Penalties, the Settlement Administrator shall assign to each PAGA Member a “PAGA Penalties
Ratio,” which shall be a fractional number comprised of (a) that PAGA Member’s Individual



1 Paychecks during the PAGA Period as the numerator, and (b) the aggregate total of all PAGA
2 Members' Individual Paychecks during the PAGA Period as the denominator. The Settlement
3 Administrator shall assign to each PAGA Member the share of 75% of the PAGA Penalties which
4 shall be calculated by multiplying that PAGA Member's PAGA Penalties Ratio by the amount
5 allocated to PAGA Members from 75% of the PAGA Penalties.

6 (d) **Settlement Share Worksheet.** Upon calculation of the Class
7 Members' Settlement Share from the portion of the Net Settlement Amount not allocated to
8 PAGA Penalties, the Settlement Administrator shall furnish to Class Counsel and Defense
9 counsel a worksheet containing a list of unique identifying numbers for each of the Class
10 Members with their corresponding Individual Paychecks and Settlement Shares.

11 (e) **PAGA Penalties Worksheet.** Upon calculation of the PAGA
12 Members' share of the PAGA Penalties, the Settlement Administrator shall furnish to Class
13 Counsel and Defense Counsel a worksheet containing a list of unique identifying numbers for
14 each of the PAGA Members with their corresponding Individual Paychecks during the PAGA
15 Period and shares of the PAGA Penalties.

16 **E. Taxes and Withholdings.** Other than the shares of PAGA Penalties, each
17 Settlement Share is intended, in part, to settle the Class Members' claims for unpaid wages. Each
18 Class Member shall be individually responsible for the employee's share of applicable payroll
19 tax withholdings and deductions. Accordingly, each Settlement Share allocated to wages will be
20 reduced by applicable employee-side payroll tax withholdings and deductions, and the
21 Settlement Administrator will issue a Form W-2 to each Participating Class Member. Defendant
22 will be responsible for the normal employer's share of any payroll tax attributable to the wage
23 portion of the Settlement Share payments. Defendants' payment of the normal employer's share
24 of payroll taxes attributable to the wage portion of the Settlement Share payments will be in
25 addition to the Gross Settlement Amount or Net Settlement Amount.

26 **F. Appointment of Settlement Administrator.** The Parties will ask the Court to
27 appoint CPT Group, Inc., a qualified administrator, to serve as the Settlement Administrator,
28 which, as a condition of appointment, will agree to be bound by this Agreement with respect to
the performance of its duties and its compensation. The Settlement Administrator's duties will
include preparing, printing, and mailing the Class Notice to all Class Members; and using
reasonable measures to contact all Class Members, including conducting a National Change of



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1 Address search on all Class Members before mailing the Class Notice to each Class Member's
2 address. The Settlement Administrator's duties will also include re-mailing the Class Notice to
3 the Class Member's new address for those Class Members whose address has changed; providing
4 the Parties with weekly status reports about the delivery of Class Notice; calculating Settlement
5 Shares; issuing and distributing checks to effectuate the payments due under the Settlement;
6 reporting to the Court as required; and otherwise administering the Settlement pursuant to this
7 Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of
8 printing and mailing the Class Notice, will be paid out of the Gross Settlement Amount, as set
9 forth herein, subject to Court approval. Any portion of the of the Settlement Administrator's fees
10 and expenses that are not used or which are not awarded by the Court will not revert to Defendant,
11 but instead will be part of the Net Settlement Amount for distribution to Participating Class
12 Members. If the Settlement Administrator's fees and expenses exceed \$10,000, such cost will be
13 deducted from the Net Settlement Amount.

13 **IV. PROCEDURES FOR APPROVING SETTLEMENT**

14 **A. Motion for Preliminary Approval of Settlement by the Court.** Class Counsel
15 will move the Court for an order granting Preliminary Approval of the Settlement (the "Motion
16 for Preliminary Approval"), setting a date for the Final Approval Hearing, and approving the
17 Class Notice (attached as **Exhibit A** to this Agreement). Any disagreement among the Parties
18 concerning the Class Notice or other documents necessary to implement the Settlement will be
19 referred to the Court.

20 **1.** At the hearing on the Motion for Preliminary Approval, the Parties
21 anticipate that they will appear and support the granting of the motion, and that Class Counsel
22 will submit an Order Granting Preliminary Approval of Settlement, Approval of Notice to Class
23 and Setting Hearing for Final Approval of Settlement.

24 **2.** Should the Court decline to approve the Settlement, the Settlement will be
25 null and void and the Parties will have no further obligations under it.

26 **B. Notice to Class Members.** After the Court enters its order granting Preliminary
27 Approval of the Settlement, every Class Member will be provided with a "Class Notice."

28 **1. List of Class Members.** Within thirty (30) days after the Court grants
Preliminary Approval of the Settlement, Defendant shall provide to the Settlement
Administrator:



1 (a) An electronic database of all Class Members, last known mailing
2 address, Social Security number, and Defendants' employee identification number ("Class
3 Members' Data").

4 (b) Corresponding to each Class Member and PAGA Member's name,
5 Defendant shall provide a figure indicating the total number of Paychecks during the Class Period
6 in which that Class Member was employed by Defendant, and a figure indicating the total number
7 of Paychecks during the PAGA Period in which that PAGA Member was employed by
8 Defendant. Those numbers of Paychecks shall be referred to as that Class Member's "Individual
9 Paychecks" and the PAGA Member's Individual PAGA Paychecks, respectively.

10 (c) If any of the Class Members' Data are unavailable to Defendant,
11 Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct
12 or otherwise agree upon the Class Members' Data prior to when it must be submitted to the
13 Settlement Administrator. Class Members' Data will otherwise remain confidential and will not
14 be disclosed to anyone, except as necessary to applicable taxing authorities, or pursuant to
15 Defendants' express written authorization or by order of the Court.

16 **2. Mailing of Class Notice.** Within fourteen (14) days after receiving the
17 Class Members' Data, or as soon thereafter as it can do so, the Settlement Administrator will
18 mail the Class Notice to all identified Class Members via first-class U.S. mail using the mailing
19 address information provided by Defendant, unless modified by any updated address information
20 that the Settlement Administrator obtains in the course of administration of the Settlement.

21 **3. Returned Class Notice.** If a Class Notice is returned because of an
22 incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days
23 from receipt of the returned Class Notice, search for a more current address for the Class Member
24 and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the
25 Class Members' Data and otherwise work with Defendants' Counsel and Class Counsel to find
26 a more current address. The Settlement Administrator will be responsible for taking reasonable
27 steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the mailing
28 address of any Class Member for whom a Class Notice is returned as undeliverable by the U.S.
Postal Service. These reasonable steps shall include the tracking of all undelivered mail;
performing address searches for all mail returned without a forwarding address; and promptly re-
mailing to Class Members for whom new addresses are found. If the Class Notice is re-mailed,



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1 the Settlement Administrator will note for its own records and notify Class Counsel and
2 Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status
3 report provided to the Parties.

4 **4. Declaration of Settlement Administrator.** Not later than twenty-one
5 (21) court days prior to the Final Approval Hearing, the Settlement Administrator will provide
6 the Parties for filing with the Court a declaration of due diligence setting forth its compliance
7 with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement
8 Administrator will supplement its declaration of due diligence if any material changes occur from
9 the date of the filing of its prior declaration.

10 **C. Disputed Class Member Settlement Shares.** If a Class Member disputes his/her
11 estimated Settlement Share, the Class Member may produce evidence to the Settlement
12 Administrator for the Class Period. In order for the dispute to be considered, he/she must follow
13 the directions on the Class Notice. To be valid and timely, all disputes and supporting documents
14 must be postmarked by the date specified in the Class Notice (no less than sixty (60) days from
15 the initial mailing of the Class Notice by the Settlement Administrator).

16 **D. Requests for Exclusion from Settlement; and Objections to Settlement.**
17 Neither Class Members nor PAGA Members may seek exclusion from, or object to, the PAGA
18 Penalties and PAGA Released Claims provisions of the Settlement. However, Class Members
19 may submit requests to be excluded from the effect of the Settlement, or objections to the
20 Settlement, pursuant to the following procedures:

21 **1. Request for Exclusion from Settlement.** A Class Member may request
22 to be excluded from the effect of this Agreement, and any payment of amounts under this
23 Agreement, by timely mailing a letter to the Settlement Administrator stating that the Class
24 Member wants to be excluded from this Action. This letter must include the Class Member's
25 name, address, telephone number, and signature. To be valid and timely, the request to be
26 excluded must be postmarked by the date specified in the Class Notice (no less than sixty (60)
27 days from the initial mailing of the Class Notice by the Settlement Administrator). A Class
28 Member who properly submits a valid and timely request to be excluded from the Action shall
not receive any payment of any kind in connection with this Agreement or this Action, shall not
be bound by or receive any benefit of this Agreement, and shall have no standing to object to the
Settlement. A request for exclusion must be mailed to the Settlement Administrator at the address



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1 provided on the Class Notice. The Settlement Administrator shall transmit the request for
2 exclusion to counsel for the Parties as follows:

3 *To Class Counsel:*

4 David G. Spivak, Esq.
5 The Spivak Law Firm
6 8605 Santa Monica Blvd., PMB 42554
7 West Hollywood, CA 90069

8 Walter Haines, Esq.
9 United Employees Law Group
10 4276 Katella Ave., #301
11 Los Alamitos, CA 90720

To Defense Counsel:

Michael J. Studenka, Esq.
Jessica Daley, Esq.
Newmeyer & Dillion LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

12 **2. Objections to Settlement.** The Class Notice will provide that any Class
13 Member who does not request exclusion from the Action and who wishes to object to the
14 Settlement should submit an objection in writing to the Settlement Administrator not later than
15 sixty (60) days after the Settlement Administrator mails the Class Notice, a written objection to
16 the Settlement which sets forth the grounds for the objection and the other information required
17 by this paragraph. The objection should be mailed to the Settlement Administrator at the address
18 provided on the Class Notice. The Settlement Administrator shall transmit the objections to
19 counsel for the Parties as follows:

20 *To Class Counsel:*

21 David G. Spivak, Esq.
22 The Spivak Law Firm
23 8605 Santa Monica Blvd., PMB 42554
24 West Hollywood, CA 90069

25 Walter Haines, Esq.
26 United Employees Law Group
27 4276 Katella Ave., #301
28 Los Alamitos, CA 90720

To Defense Counsel:

Michael J. Studenka, Esq.
Jessica Daley, Esq.
Newmeyer & Dillion LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

The written objection must state the objecting Class Member's full name, address, and the
approximate dates of his or her employment with Defendants. The written objection must state



1 the basis for each specific objection and any legal support in clear and concise terms. The written
2 objection also should state whether the Class Member intends to formally intervene and become
3 a party of record in the action, and upon formally intervening, appear and argue at the Final
4 Approval Hearing.

5 However, objectors will be provided with the opportunity to speak at the final approval
6 hearing regardless of whether they have filed an appearance or submitted a written opposition
7 beforehand. If the objecting Class Member does not formally intervene in the action and/or the
8 Court rejects the Class Member's objection, the Class Member will still be bound by the terms
9 of this Agreement.

10 **E. Report.** Not later than fourteen (14) days after the deadline for submission of
11 requests for exclusion, the Settlement Administrator will provide the Parties with a complete and
12 accurate list of all Class Members who sent timely requests to be excluded from the Action and
13 all Class Members who objected to the settlement.

14 **F. No Solicitation of Objection; Right to Void.** Neither the Parties, nor their
15 respective counsel, will directly or indirectly solicit or otherwise encourage any Class Member
16 to seek exclusion from the Settlement, object to the Settlement, or to appeal from the Judgment.
17 If Class Members with Paychecks accounting for more than 10% of the Class's Paychecks submit
18 valid requests to be excluded from the Settlement, then Defendants shall have the unilateral right
19 to void this Settlement. Defendants may do so by giving notice to Class Counsel and the Court
20 of its election to void the Settlement not later than seven (7) days before the Final Approval
21 Hearing. No sums shall be payable by Defendants if this Agreement is voided as provided for
22 herein with one exception: Defendants agree to pay any fees owing to the Settlement
23 Administrator for services rendered in the event Defendants exercises their right to void the
24 Settlement.

25 **G. Additional Briefing and Final Approval.** Plaintiff will file with the Court a
26 motion for final approval of the Settlement and payment of the Settlement Administrator's
27 reasonable fees and expenses and a memorandum in support of their motion; and Plaintiff and
28 Class Counsel will serve on Defendants and file with the Court a motion for awards of the Class
Representative Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation
Expenses Payment pursuant to this Settlement, and memoranda in support of their motions.

Before the Final Approval Hearing, the Parties shall be entitled to file and serve a



1 response to any Class Member’s objection to the Settlement and/or reply in support of their
2 motion for final approval of the Settlement, and payment of the Settlement Administrator’s
3 reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiff
4 and Class Counsel may file replies in support of their motions for the Class Representative
5 Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

6 If the Court ultimately does not grant final approval of the Settlement or grants final
7 approval conditioned on any material change to the Settlement, then either Party will have the
8 unilateral right to void the Settlement in its entirety; if that occurs, the Parties will have no further
9 obligations under the Settlement, including any obligation by Defendants to pay the Gross
10 Settlement Amount or any amounts that otherwise would have been payable under this
11 Agreement, except that Defendant and Plaintiff will jointly and equally pay the Settlement
12 Administrator’s reasonable fees and expenses incurred as of the date that the Party exercises the
13 right to void the Settlement under this Paragraph. However, an award by the Court of a lesser
14 amount than that sought by Plaintiff and Class Counsel for the Class Representative Payment,
15 the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not
16 constitute a material modification to the Settlement within the meaning of this Paragraph and
17 shall not render the Settlement voidable. Plaintiff and Class Counsel shall retain the right to
18 appeal awards of attorneys’ fees and costs less than requested.

19 Upon final approval of the Settlement by the Court at or after the Final Approval Hearing,
20 the Parties will present for the Court’s approval and entry a Proposed Final Order and Judgment.
21 The Final Order and Judgment shall permanently bar all Participating Class Members from
22 prosecuting against Defendant any claims within the scope of the Releases contained in this
23 Agreement.

24 After entry of the Judgment, the Court will have continuing jurisdiction over the Action
25 and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement
26 administration matters, and (iii) addressing such post-Judgment matters as may be appropriate
27 under court rules or applicable law.

28 **H. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
terms and conditions of this Agreement, and that no Class Member timely objects to the
Settlement *and* formally intervene into the action as required under the California Supreme Court
decision of *Hernandez v. Restoration Hardware*, 4 Cal. 4th 260, 228 Cal. Rptr. 3d 106 (2018) or



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1 files a motion pursuant to Civil Procedure Code section 663, Defendants, and their respective
2 counsel hereby waive, except as provided for in this Agreement or prohibited by law, any and all
3 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and
4 appellate proceeding, such as a motion to vacate judgment, a motion for new trial, any
5 extraordinary writ, and any appeal, and the Judgment therefore will become non-appealable at
6 the time it is entered. The waiver of appeal does not include any waiver of the right to oppose
7 any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the
8 Judgment, the time for consummation of the Settlement (including making any payments under
9 the Settlement) will be suspended until the appeal is fully and finally resolved and the Judgment,
10 consistent with the terms of this Agreement, becomes Final.

11 **I. Vacating, Reversal, or Material Modification of Judgment on Appeal or**
12 **Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other
13 motion, petition, writ, application, or appeal, the reviewing court vacates, reverses, or modifies
14 the Judgment such that there is a material modification to the Settlement, and that court's decision
15 is not completely reversed and the Judgment is not fully affirmed on review by a higher court,
16 then either Plaintiff or Defendants will have the unilateral right to void the Settlement, which the
17 Party must do by giving written notice to the other Parties, the reviewing court, and the Court,
18 not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or
19 materially modifying the Judgment becomes final. The Party exercising its right to unilaterally
20 void the Settlement pursuant to this provision agrees to pay any fees owing to the Settlement
21 Administrator for services rendered. An order vacating, reversing or modifying the Court's award
22 of the Class Representative Payment, or the Class Counsel Fees Payment and/or Class Counsel
23 Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of
24 the Judgment within the meaning of this paragraph, and shall not render the Settlement voidable.

25 **J. Establishment of Settlement Account.** The Settlement Administrator shall
26 establish a Settlement Account for distributing Settlement Shares and Payments identified in this
27 Agreement. Within ten (10) business days after the Judgment becomes Final, Defendants shall
28 pay the Gross Settlement Amount into the Settlement Account as follows: Defendants will pay
\$6,666.66 plus their pro rata share of employer-side payroll taxes on a monthly basis until they
have paid the Gross Fund Value (GFV) in full. Under this installment payment schedule, the
Parties expect the Defendants to fully pay the GFV plus their share of employer-side payroll



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1 takes within 49 months of the Effective Date. The Settlement Administrator will distribute the
2 Gross Settlement within ten (10) days of receipt of Defendants' payment of \$160,000 (the first
3 half of the Gross Settlement Amount) and again within ten (10) days of receipt of the remaining
4 \$160,000 of the Gross Settlement Amount. Within ten (10) business days after the Judgment
5 becomes Final, Defendants shall pay the Gross Settlement Amount into the Settlement Account
6 on a monthly basis until they have paid the GFV in full. Under this installment payment schedule,
7 the parties expect Defendants to fully pay the GFV plus their share of employer-side payroll takes
8 within 49 months of the Effective Date. The first distribution shall take place in or about
9 November 2025. The second distribution shall take place in or about November 2027. The Class
10 Counsel Fees Payment, The Class Counsel Litigation Expenses Payment, and Class
11 Representative Enhancement will not be paid until the final distribution to Class Members and
12 PAGA Members.

12 **K. Payment of Settlement Shares.** The Settlement Administrator shall pay
13 Settlement Shares, from the Settlement Account, to all Class Members (who do not submit valid
14 requests to be excluded from the Action). The Settlement Administrator shall pay PAGA
15 Settlement Shares, from the Settlement Account, to all PAGA Members regardless of whether
16 they sought exclusion from the Settlement. The Settlement Administrator shall pay each
17 Settlement Share and PAGA Settlement Share by sending a check in the appropriate amount to
18 the Class Member at the address indicated in the list of Class Member names and addresses
19 provided by Defendants, or as subsequently determined by the Settlement Administrator to be
20 the correct address.

21 **L. Uncashed Settlement Share Checks.** Any check issued by the Settlement
22 Administrator to Class Members who do not timely and validly opt out shall be negotiable for
23 one hundred and eighty (180) calendar days. Those funds represented by checks returned as
24 undeliverable and those checks remaining un-cashed for more than 180 days after issuance
25 (collectively, "Voided Settlement Checks"), plus any interest that has accrued on those funds,
26 will be paid to the California Unclaimed Property Fund.

27 **M.** The Settlement Administrator will mail or wire all required payments as outlined
28 above. Proof of payment will be filed with the Court.

29 **N. Final Report by Settlement Administrator to Court.** Within ten (10) calendar
30 days after final disbursement of all funds from the Settlement Account, the Settlement



1 Administrator will serve on the Parties for filing with the Court a declaration providing a final
2 summary report on the disbursements of all funds from the Settlement Account.

3 **V. RELEASE OF CLAIMS**

4 **A. Plaintiff and Class Members.** As of the date of the Judgment, Plaintiff, the Class,
5 and each Class Member who has not properly submitted a timely and valid request to be excluded
6 from the Action, regardless of whether that Class Member objected to the Settlement, and without
7 the need to manually sign a release document, in exchange for the consideration recited in this
8 Agreement, on behalf of himself or herself and on behalf of his/her current, former, and future
9 heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and
10 finally release Defendants, and each of their parents, predecessors, successors, subsidiaries,
11 affiliates, partners, and trusts, and all of its employees, officers, agents, attorneys, stockholders,
12 members, managers, general and limited partners, owners, employee benefit plans, plan
13 administrators, heirs, administrators, fiduciaries, other service providers, and assigns
14 (collectively hereinafter the “Releasees”), from any and all claims, demands, rights, liabilities,
15 and causes of action of any kind whatsoever, that have been, or could have been, asserted against
16 the Releasees based on the facts alleged at any point in time in this Action during the Class Period
17 (the “Released Claims”). The Released Claims expressly include, without limitation, all such
18 claims for unpaid wages, including overtime wages, off-the-clock claims, minimum wage claims,
19 claims for failure to timely pay wages, both during employment and after termination of
20 employment, failure to reimburse for business expenses, claims for failure to keep accurate and
21 complete payroll records, claims for failure to provide accurate and complete wage statements,
22 claims for missed meal periods, rest breaks, wage premiums, penalties, and interest; related
23 penalties, including, but not limited to, recordkeeping penalties, wage statement penalties,
24 minimum-wage penalties, missed meal-period and rest-break penalties, waiting-time penalties,
25 premiums or costs and attorneys’ fees and expenses, and any claim arising from the claims
26 described above under applicable federal, state, local or territorial law; all such claims arising
27 under the California Labor Code (including, but not limited to, sections 201-204, 210, 226, 226.2,
28 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194-1194.2, 1197, 1197.1, 1198, and 2802); the
wage orders of the California Industrial Welfare Commission; and California Business and
Professions Code section 17200 et seq.

B. PAGA Released Claims. As of the date of the Judgment, Plaintiff, and each



1 PAGA Member, without the need to manually sign a release document, in exchange for the
2 consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her
3 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall
4 and does hereby fully and finally release the Releasees, from any and all claims, demands, rights,
5 liabilities, and causes of action of any kind whatsoever, that have been, or could have been,
6 asserted against the Releasees based on the facts alleged at any point in time in this Action during
7 the PAGA Period for his/her claims for penalties under the Labor Code Private Attorneys General
8 Act of 2004, California Labor Code section 2698, *et seq.*

8 **C. Class Counsel.** As of the date the Judgment becomes Final, and except as
9 otherwise provided by this Agreement, Class Counsel and any counsel with Class Counsel,
10 waive any claim to costs and attorneys' fees and expenses against Defendant or the Releasees
11 arising from or related to the Action, except those incurred to enforce this Agreement and collect
12 the Judgment, including but not limited to claims based on the California Labor Code, the
13 California Civil Code, the California Code of Civil Procedure, or any other statute or law (the
14 "Class Counsel Released Claims").

14 **VI. NON-PUBLICITY PROVISION**

15 The Parties and their counsel agree that they will not issue any press releases, initiate any
16 contact with the press, respond to any press inquiry, or have any communication with the press
17 about the fact, amount, or terms of the Settlement. In addition, the Parties and their counsel agree
18 that they will not engage in any advertising or distribute any marketing materials relating to the
19 Settlement of this case in any manner that identifies the Defendant, including but not limited to
20 any postings on any websites maintained by Class Counsel. Neither Plaintiff nor Class Counsel
21 will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate
22 family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3)
23 other Class Members. Plaintiff and Class Counsel agree not to publish any of the terms or
24 conditions of this Settlement in any manner that identifies the Defendants. However, Class
25 Counsel may identify this Settlement in other matters to demonstrate their adequacy as counsel
26 in such other matters.

26 **VII. MISCELLANEOUS TERMS**

27 **A. No Effect on Other Benefits.** The Settlement Shares will not result in any
28 additional employee benefit payments (such as pension, ERISA, 401(k), vacation, or bonus) and



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1 shall not have any effect on the eligibility for, or calculation of, any employee benefit. Plaintiff
2 and Class Members will be deemed to have waived all such claims, whether known or unknown
3 by them, as part of their release of claims under this Agreement.

4 **B. No Admission of Liability.** Defendants deny that they have engaged in any
5 unlawful activity, have failed to comply with the law in any respect, or have any liability to
6 anyone under the claims asserted in the Action. This Agreement is entered into solely for the
7 purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will
8 be construed as an admission of liability or wrongdoing by Defendants, or an admission by either
9 Plaintiff that any of his claims was non-meritorious or any defense asserted by Defendants was
10 meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the
11 Action will have no bearing on, and will not be admissible in connection with, any litigation
(other than solely in connection with the Settlement).

12 **C.** Whether or not the Judgment becomes Final, neither the Settlement, this
13 Agreement, any document, statement, proceeding or conduct related to the Settlement or the
14 Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or
15 admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
16 Defendants or any other Releasees, including, but not limited to, evidence of a presumption,
17 concession, indication or admission by any of the Releasees of any liability, fault, wrongdoing,
18 omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any
19 of the Releasees, in any further proceeding in the Action, or any other civil, criminal or
20 administrative action or proceeding except for purposes of effectuating the Settlement pursuant
to this Agreement.

21 **D. Integrated Agreement.** After this Agreement is signed and delivered by all
22 Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
23 between the Parties relating to the Settlement, and it will then be deemed that no oral
24 representations, warranties, covenants, or inducements have been made to any Party concerning
25 this Agreement or its exhibits other than the representations, warranties, covenants, and
inducements expressly stated in this Agreement and its exhibits.

26 **E. Attorney Authorization.** Class Counsel and Defense Counsel warrant and
27 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
28 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate



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1 its terms, and to execute any other documents required to effectuate the terms of this Agreement.
2 The Parties and their counsel will cooperate with each other and use their best efforts to effect
3 the implementation of the Settlement. In the event the Parties are unable to reach agreement on
4 the form or content of any document needed to implement the Agreement, or on any supplemental
5 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
6 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions
and assistance of the court will be consistent with this Agreement.

7 **F. Modification of Agreement.** This Agreement, and all parts of it, may be
8 amended, modified, changed, or waived only by an express written instrument signed by all
9 Parties or their successors-in-interest.

10 **G. Agreement Binding on Successors.** This Agreement will be binding upon, and
11 inure to the benefit of, the successors of each of the Parties.

12 **H. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
13 be governed by and interpreted according to the laws of the State of California, without giving
14 effect to any conflict of law principles or choice of law principles.

15 **I. Cooperation in Drafting.** The Parties have cooperated in the drafting and
16 preparation of this Agreement. This Agreement will not be construed against any Party on the
basis that the Party was the drafter or participated in the drafting.

17 **J. Fair Settlement.** The Parties and their respective counsel believe and warrant that
18 this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived
19 at this Agreement through arms-length negotiations, considering all relevant factors, current and
20 potential.

21 **K. Headings.** The descriptive heading of any section or paragraph of this Agreement
22 is inserted for convenience of reference only and does not constitute a part of this Agreement.

23 **L. Notice.** All notices, demands or other communications given under this
24 Agreement will be in writing and deemed to have been duly given as of the third business day
after mailing by United States mail, addressed as follows:



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To Class Counsel:
David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Blvd., PMB 42554
West Hollywood, CA 90069

To Defense Counsel:
Michael J. Studenka, Esq.
Jessica Daley, Esq.
Newmeyer & Dillion LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

Walter Haines, Esq.
United Employees Law Group
4276 Katella Ave., #301
Los Alamitos, CA 90720

M. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Agreement.

Dated: 09 / 07 / 2022, 2022



JASHAR BRYANT

Dated: _____, 2022

ANDREW MORRIS for PINNACLE
CABLING & CONSTRUCTION, INC.

Dated: _____, 2022

ANDREW MORRIS for ARIJET
CORPORATION dba ARIJET
COMMUNICATIONS

UNITED EMPLOYEES LAW GROUP

Dated: _____, 2022

By: _____
WALTER HAINES
Attorney for Plaintiff, JASHAR BRYANT,
and all others similarly situated



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Dated: _____, 2022

JASHAR BRYANT

Dated: _____, 2022

ANDREW MORRIS for PINNACLE
CABLING & CONSTRUCTION, INC.

Dated: _____, 2022

ANDREW MORRIS for ARIJET
CORPORATION dba ARIJET
COMMUNICATIONS

UNITED EMPLOYEES LAW GROUP

Dated: 9/7/22, 2022

By: 
WALTER HAINES
Attorney for Plaintiff, JASHAR BRYANT,
and all others similarly situated



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To Class Counsel:

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To Defense Counsel:

Michael J. Studenka, Esq.
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Dated: _____, 2022

JASHAR BRYANT

Dated: 9/7/2022, 2022

DocuSigned by:
Andrew Morris

ANDREW MORRIS for PINNACLE
CABLING & CONSTRUCTION, INC.

Dated: 9/7/2022, 2022

DocuSigned by:
Andrew Morris

ANDREW MORRIS for ARIJET
CORPORATION dba ARIJET
COMMUNICATIONS

UNITED EMPLOYEES LAW GROUP

Dated: _____, 2022

By: _____
WALTER HAINES
Attorney for Plaintiff, JASHAR BRYANT,
and all others similarly situated



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Employee Rights Attorneys

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09 / 07 / 2022

Dated: _____, 2022

THE SPIVAK LAW FIRM

By: David Spivak

DAVID SPIVAK
Attorney for Plaintiff, JASHAR BRYANT,
and all others similarly situated

NEWMeyer & DILLION LLP

Dated: _____, 2022

By: _____

MICHAEL J. STUDENKA
JESSICA L. DALEY
Attorneys for Defendants, PINNACLE
CABLING & CONSTRUCTION, INC.; and
ARIJET CORPORATION DBA ARIJET
COMMUNICATIONS



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THE SPIVAK LAW FIRM

Dated: _____, 2022

By: _____
DAVID SPIVAK
Attorney for Plaintiff, JASHAR BRYANT,
and all others similarly situated

NEWMAYER & DILLION LLP

Dated: September 7, 2022

By:  _____
MICHAEL J. STUDENKA
JESSICA L. DALEY
Attorneys for Defendants, PINNACLE
CABLING & CONSTRUCTION, INC.; and
ARIJET CORPORATION DBA ARIJET
COMMUNICATIONS



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EXHIBIT A

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**IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

Jashar Bryant, et al. <i>Plaintiff(s),</i> vs. Pinnacle Cabling & Construction, Inc., et al. <i>Defendant(s).</i>	Case No. 30-2020-01123094-CU-OE-CXC Hon. William D. Cluster
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NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

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I. WHY DID I GET THIS NOTICE?

The records of Defendants Arijet Corporation dba Arijet Communications and Pinnacle Cabling & Construction, Inc. (collectively “Defendants”) indicate that Defendant Pinnacle Cabling & Construction, Inc. employed you as an hourly, non-exempt, offsite laborer employee who held the position of Level 1, Level 2, and/or Level 3 Labor Technician at some time between January 10, 2016 and June 9, 2020 (the “Class Period”). Also, the records of the Defendants indicate that Defendant Pinnacle Cabling & Construction, Inc. <<did/did not>> employ you as an hourly employee at some time between December 11, 2018 and June 9, 2020 (the “PAGA Period”). This Notice explains that for settlement purposes only, the Court has granted preliminary approval of this class action settlement that may affect you. You have legal rights and options that you may exercise at this time.

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II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

Plaintiff Jashar Bryant, a former hourly employee of Defendant Pinnacle Cabling & Construction, Inc. in California, filed a class action lawsuits on behalf of themselves and similar employees claiming that Defendants violated California labor laws by: (1) failing to provide meal periods and rest periods or compensation in lieu thereof; (2) failing to pay all wages for all hours worked, including minimum, regular, overtime and doubletime wages and failure to pay for rest and recovery time; (3) failing to reimburse for business expenses, (4) failing to timely pay wages owed upon termination of employment; and (5) failing to provide accurate and itemized wage statements.

Defendants deny any wrongdoing, deny Plaintiff’s allegations, and contend they were in full compliance with all California labor laws.

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The Court has not ruled on whether Plaintiff’s allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and

1 Defendants have negotiated a settlement whereby Defendants have agreed to pay Three Hundred
2 and Twenty Thousand Dollars and Zero Cents (\$320,000.00) to resolve all of the class claims
3 listed above. The Settlement is not an admission by Defendants of any liability.

3 **III. WHO IS INCLUDED IN THIS CLASS ACTION?**

4 The Class consists of all of Defendants' current and former hourly, non-exempt, offsite
5 laborer employees who held the position of Level 1, Level 2, and/or Level 3 Labor Technician
6 (collectively "Class Members") who worked anytime during the Class Period in California. The
7 PAGA Members are those Class Members who worked anytime during the PAGA Period in
8 California.

8 **IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?**

9 A. Defendants will pay \$320,000.00 ("the Gross Settlement Amount"), plus their
10 employer-side payroll taxes, to settle the claims. A Settlement Administrator has been appointed
11 to administer the settlement. The Settlement Administrator will pay from the \$320,000.00: (1)
12 costs of administering the claims up to \$10,000; (2) attorneys' fees up to \$106,666.00 plus
13 documented costs up to \$12,500; (3) an enhancement not to exceed \$15,000 to Plaintiff for his
14 work on the class claims; and (4) \$3,000 to the California Labor Workforce Development Agency
15 ("LWDA"). The Settlement Administrator will also pay from the \$320,000.00 One Thousand
16 Dollars and Zero Cents (\$1,000.00) to the PAGA Members as PAGA Penalties for the PAGA
17 Released Claims (explained further below). The amount of money that remains after these
18 payments is the "Net Settlement Amount".

19 B. With regard to the Net Settlement Amount other than the PAGA Penalties, your
20 individual share will be based on the number of paychecks you received from Defendant Pinnacle
21 Cabling & Construction, Inc. during the Class Period. The amount of money you receive will be
22 based on the size of your share in comparison to the size of all Class Members' shares combined.
23 The Settlement Administrator will assign to each Class Member a "Settlement Ratio," which will
24 be a fractional number comprised of (a) the number of paychecks that Class Member worked for
25 Defendants during the Class Period as the numerator, and (b) the aggregate total number of
26 paychecks that all Class Members worked during the Class Period as the denominator. The
27 Settlement Administrator will assign to each Class Member the "Settlement Share" which will be
28 calculated by multiplying that Class Member's Settlement Ratio by amount allocated to Class
Members from the net settlement amount.

29 C. With regard to \$1,000.00 of the PAGA Penalties, your individual share will be
30 based on the number of paychecks you received from Defendant Pinnacle Cabling & Construction,
31 Inc. during the PAGA Period (if any). The amount of money you receive will be based on the size
32 of your share in comparison to the size of all PAGA Members' shares combined. The Settlement
33 Administrator will assign to each PAGA Member a "PAGA Settlement Ratio," which will be a
34 fractional number comprised of (a) the number of paychecks that PAGA Member worked for
35 Defendants during the PAGA Period as the numerator, and (b) the aggregate total number of
36 paychecks that all PAGA Members worked during the PAGA Period as the denominator. The
37 Settlement Administrator will assign to each PAGA Member the "PAGA Settlement Share" which
38 will be calculated by multiplying that PAGA Member's PAGA Settlement Ratio by amount
39 allocated to PAGA Members from \$1,000.00 of the PAGA Penalties

1 D. If you do not exclude yourself from the settlement (according to the procedures
2 explained below), you will release Defendants and their parents, future parents, predecessors,
3 successors, subsidiaries, affiliates, partners, assigns, and trusts, and all of their employees, officers,
4 agents, attorneys, stockholders, fiduciaries, other service providers, and assigns (“Releasees”) as
5 follows:

6 As of the date of the Judgment, Plaintiff, the Class, and each Class Member who
7 has not properly submitted a timely and valid request to be excluded from the
8 Action, regardless of whether that Class Member objected to the Settlement, and
9 without the need to manually sign a release document, in exchange for the
10 consideration recited in this Agreement, on behalf of himself or herself and on
11 behalf of his/her current, former, and future heirs, executors, administrators,
12 attorneys, agents, and assigns, shall and does hereby fully and finally release
13 Defendants Inc., and each of its parents, predecessors, successors, subsidiaries,
14 affiliates, partners, and trusts, and all of its employees, officers, agents, attorneys,
15 stockholders, fiduciaries, other service providers, and assigns (collectively
16 hereinafter the “Releasees”), from any and all claims, demands, rights, liabilities,
17 and causes of action of any kind whatsoever, that have been, or could have been,
18 asserted against the Releasees based on the facts alleged at any point in time in this
19 Action during the Class Period (the “Released Claims”). The Released Claims
20 expressly include, without limitation, all such claims for unpaid wages, including
21 overtime wages, off-the-clock claims, minimum wage claims, claims for failure to
22 timely pay wages, both during employment and after termination of employment,
23 claims for failure to keep accurate and complete payroll records, claims for failure
24 to provide accurate and complete wage statements, claims for missed meal periods,
25 rest breaks, wage premiums, penalties, and interest; related penalties, including, but
26 not limited to, recordkeeping penalties, wage statement penalties, minimum-wage
27 penalties, missed meal-period and rest-break penalties, waiting-time penalties,
28 penalties under the Private Attorneys General Act; premiums or costs and
attorneys’ fees and expenses, and any claim arising from the claims described above
under applicable federal, state, local or territorial law; all such claims arising under
the California Labor Code (including, but not limited to, sections 201-204, 210,
226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194-1194.2, 1197, 1197.1,
1198, and 2802); the wage orders of the California Industrial Welfare Commission;
the Labor Code Private Attorneys General Act of 2004, California Labor Code
section 2698, *et seq*; and California Business and Professions Code section 17200
et seq.

PAGA Released Claims: Additionally, as of the date of the Judgment,
Plaintiff, and each PAGA Member, without the need to manually sign a release
document, in exchange for the consideration recited in this Agreement, on behalf
of himself or herself and on behalf of his/her current, former, and future heirs,
executors, administrators, attorneys, agents, and assigns, shall and does hereby
fully and finally release the Releasees, from any and all claims, demands, rights,
liabilities, and causes of action of any kind whatsoever, that have been, or could
have been, asserted against the Releasees based on the facts alleged at any point in
time in this Action during the PAGA Period for his/her claims for penalties under

1 the Labor Code Private Attorneys General Act of 2004, California Labor Code
2 section 2698, *et seq.*

3 PAGA Members may not exclude themselves from the PAGA Released Claims, nor can they
4 object to that term of the Settlement.

5 **v. WHAT ARE MY OPTIONS?**

6 **A. You may accept your share of the \$320,000 settlement.** You will be deemed to
7 have accepted your share of the \$320,000 settlement if you do not submit a timely and valid request
8 to be excluded from the settlement as described in this Notice. In accepting your settlement share,
9 you will waive all “Released Claims” as described above.

10 **B. You may accept your share of the \$320,000.00 settlement but dispute the**
11 **number of your paychecks.** If you do not agree with the number of paychecks on this Class
12 Notice for the Class Period and the PAGA Period, you should provide the corrected information
13 to the Settlement Administrator. Write down all dates that you worked or the number of paychecks
14 you worked during the Class Period. Send in any documents to support your position by mail to
15 the Settlement Administrator, CPT Group, Inc., at the following address: _____, or
16 by calling (XXX) XXX-XXXX. The Settlement Administrator will read the documents both you
17 and Defendants provide and make the final determination of the amount of your settlement award.
18 Your supporting documentation must be postmarked by <<date>> to be valid. Once the dispute is
19 resolved by the Settlement Administrator, and if the settlement is finally approved by the Court,
20 you will be sent a check for your Settlement Share and PAGA Settlement Share (if any) and you
21 will have released all “Released Claims” as described above.

22 **C. You may exclude yourself from the class action settlement, but not the PAGA**
23 **Released Claims.** If you exclude yourself from the class action settlement, you will no longer be
24 a member of the Class so you will not receive any class action settlement money and you will not
25 be bound by the class settlement Release. To be excluded from the class action settlement, you
26 must send by mail, postmarked by <<date>>, a written letter requesting that you be excluded from
27 the class action with your name, address, telephone number, and signature to the Settlement
28 Administrator, CPT Group, Inc., at the following address: _____, or by
calling (XXX) XXX-XXXX. However, PAGA Members may not exclude themselves from the
PAGA Released Claims and will receive a PAGA Settlement Share regardless of whether they
attempt to seek exclusion from all or part of the Settlement.

D. You may object to the settlement, but not the PAGA Released Claims
provision. If you want to object to the settlement because you find it unfair, unreasonable, or
inadequate, you may do so according to the procedures set forth below in paragraph X below. By
objecting, you are not excluding yourself from the settlement. To do so, you should follow the
procedures in Section V.C above. If the Court approves the settlement despite your objection,
and you do not submit a timely request to be excluded from the settlement, you will be sent a check
for your settlement share and you will be bound by the Release described above. The Court will
consider the merits of all timely objections, whether or not the objector appears at the final fairness
hearing. However, you may not object to the PAGA released Claims provision and will receive a

1 PAGA Settlement Shares regardless of whether you object to all or part of the Settlement.

2 **VI. WHAT IS MY ESTIMATED SHARE?**

3 Your *estimated* share is [insert estimated share] and your estimated PAGA Settlement Share is
4 <<insert PAGA Settlement Share>>. These amounts were calculated based on Defendants’
5 records, which show that you worked approximately [insert class member paychecks] pay periods
6 during the Class Period and ___ pay periods during the PAGA Period. These amounts are
7 estimates. The actual amounts you receive may be more or less than the estimated amounts shown,
8 depending on a number of factors including whether other Class Members request exclusion from
9 the settlement and how much the Court approves in attorneys’ fees, litigation expenses, and other
10 costs.

11 **VII. WHAT ARE THE PROCEDURES FOR PAYMENT?**

12 A. The Settlement Administrator will calculate your share of the \$320,000 settlement
13 and issue you a check for your settlement share.

14 B. The settlement shares are allocated one third to wages (for which employment taxes
15 will be deducted and W-2s issued) and one third to interest and one third to penalties (for which
16 1099s will be issued). The PAGA Settlement Shares are allocated 100% to penalties (for which
17 1099s will be issued).

18 C. You will have one hundred and eighty (180) calendar days from the date of the
19 check's issuance to cash your settlement check(s). After the expiration of the 180-day period, any
20 amounts from settlement checks that remain uncashed and otherwise unclaimed, plus any interest
21 that has accrued on those funds, will be paid to the California Unclaimed Property Fund.

22 D. It will be over four years (approximately 49 months) until all distributions under
23 the Settlement are made. Within ten (10) business days after the Judgment becomes Final,
24 Defendants shall pay the Gross Settlement Amount into the Settlement Account on a monthly basis
25 until they have paid the Gross Fund Value (GFV) in full. Under this installment payment schedule,
26 the parties expect Defendants to fully pay the GFV plus their share of employer-side payroll taxes
27 by November 2027. The first distribution is estimated to take place in or about November 2025.
28 The second (and final) distribution is estimated to take place in or about November 2027. It is
important for the parties to have your current address in order to be able to send you other mailings
regarding this case. You should contact the Settlement Administrator to report any change of your
address after you receive this Notice. Failure to report a change of address may result in you not
receiving money from the settlement.

VIII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held by the Court at [time] on [date], in the Superior
Court for the County of Orange, the Civil Complex Center, 751 W. Santa Ana Blvd., Santa
Ana, CA 92701, Dept. CX104 (Judge William D. Claster), to decide whether or not the proposed
settlement is fair, reasonable and adequate. You do not have to attend the hearing. Class Counsel
will answer any questions the Judge may have. But, you are welcome to come at your own expense.
Class Members who wish to appear at the Final Approval Hearing can contact Class Counsel to

1 arrange a telephonic appearance through the third-party service provider, at least three business
2 days before the hearing if possible. Any fees for an appearance by a Class Member shall be paid
3 by Class Counsel.

4 **IX. PROCEDURES FOR EXCLUSION FROM SETTLEMENT**

5 If you wish to exclude yourself from the settlement, and any payment of amounts under
6 the Agreement, as described above, you must mail a letter to the Settlement Administrator stating
7 that you want to be excluded from the settlement. This letter must include your name, address,
8 telephone number, and signature on or before 60 days from the mailing of this Notice. The
9 objection must be mailed to the Settlement Administrator as follows:

10 *To Settlement Administrator:*

11 *Bryant v. Pinnacle Cabling*
12 Settlement Administrator

13 c/o _____

14 _____

15 _____

16 Remember, you may not seek exclusion from the PAGA Released Claims of the Settlement.

17 **X. PROCEDURES FOR OBJECTING TO SETTLEMENT**

18 If you wish to object to the settlement as described above, you are strongly encouraged to
19 do two things: (1) submit an objection in writing to the Settlement Administrator stating why you
20 object to the settlement on or before 60 days from the mailing of this Notice; and (2) formally
21 intervene into the court action as an aggrieved party by filing separate paperwork with the Court
22 through your own independent legal counsel or as a *pro per*.

23 The written objection should be mailed to the Settlement Administrator as follows:

24 *To Settlement Administrator*

25 *Bryant v. Pinnacle Cabling & Construction*
26 Settlement Administrator

27 c/o _____

28 _____

The written objection must state your full name, address, and the dates of your employment
with Defendants. The written objection must state the basis for each specific objection and any
legal support in clear and concise terms. The written objection also should state whether you or
your lawyer plan to formally intervene in the action and intend to appear and object at the Final
Approval Hearing. Class Counsel will file any objections received with the Court within 5 business
days of receipt. Objectors will be provided with the opportunity to speak at the final approval

1 hearing regardless of whether they have filed an appearance or submitted a written opposition
2 beforehand.

3 **If you do not timely object to the settlement and also formally intervene into the court**
4 **action as set forth above, you may waive your right and standing to appeal the class**
5 **settlement judgment that ultimately is entered by the Court over your objections.** If you send
6 an objection and/or formally intervene in the action, you may come to Court and be heard, but you
7 do not have to come to Court to talk about it. As long as you mail your written objection on time,
8 the Court will consider it. You may also pay your own lawyer to attend the Final Approval Hearing.
9 The Court will also provide objectors the opportunity to speak at the final approval hearing
10 regardless of whether they have filed an appearance or submitted a written opposition beforehand.

11 Remember, you may not object to the PAGA Released Claims of the Settlement.

12 **XI. EXAMINATION OF COURT PAPERS AND INQUIRIES**

13 This Notice summarizes the class action settlement. To obtain additional information
14 regarding the settlement you may: (1) call the Settlement Administrator at (XXX) XXX-XXXX;
15 (2) or access the court file via the Orange County Superior Court's web site (information about
16 filed civil cases can be found on the Court's general website at <https://www.occourts.org/>).

17 If you have any questions or comments regarding this Notice, the claims asserted in this
18 class action and/or your rights regarding the settlement, you may contact any of the attorneys for
19 the Class listed below. You will not be charged for speaking with these lawyers. If you want to be
20 represented by your own lawyer, you may hire one at your own expense. The attorneys approved
21 by the Court to represent the class of employees are:

22 David G. Spivak, Esq.
23 The Spivak Law Firm
24 8605 Santa Monica Blvd., PMB 42554
25 West Hollywood, CA 90069
26 Toll Free: (877) 203-9010
27 Fax: (213) 634-2485
28 david@spivaklaw.com

Walter Haines, Esq.
United Employees Law Group
4276 Katella Ave., #301
Los Alamitos, CA 90720
Tel: (562) 256-1047
Fax: (562) 256-1006
walter@uelglaw.com

Attorneys David G. Spivak and Walter Haines, the abovementioned attorneys approved by
the Court to represent the class of employees, will apply to the Court for an award of not more
than One Hundred Six Thousand and Six Hundred Sixty-Six Dollars and No Cents (\$106,666.00)

1 (which is 33.333% of the Gross Settlement Amount) as their Class Counsel Fees Payment. United
2 Employees Law Group will receive 25% of the total legal fees received and The Spivak Law Firm
3 shall receive the remaining 75% of the total legal fees received. Fees, costs, and Plaintiff's
4 enhancement will not be paid until the final distribution to class members.

5 The Settlement Agreement and, ultimately, the order giving final approval to the Settlement will
6 be posted on the Settlement Administrator's website at www._____.com/
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1 **WORK WEEKS DISPUTE FORM**

2 Superior Court of The State of California
3 For The County of Orange

4 *Jashar Bryant, et al. v. Pinnacle Cabling & Construction, Inc. et al.*, Case No. 30-2020-
5 01123094-CU-OE-CXC

6 Indicate Name/Address Changes, if any:

7 Name (first, middle, and last): _____

8 Home Street Address: _____

9 City, State, and Zip Code: _____

10 Telephone Number: _____

11 ALL PERSONS WHO DEFENDANT PINNACLE CABLING & CONSTRUCTION, INC.
12 EMPLOYED AS LEVEL 1, LEVEL 2, AND/OR LEVEL 3 LABOR TECHNICIANS IN THE
13 STATE OF CALIFORNIA ON AN HOURLY BASIS AT ANY TIME DURING THE TIME
14 PERIOD BEGINNING OF JANUARY 10, 2016 AND ENDING ON JUNE 9, 2020.

15 The amount of your estimated Settlement Award is based upon the number of Eligible Work
16 Weeks you worked between January 10, 2016, and the date the court grants preliminary approval
17 of this class action Settlement. "Individual Work Weeks" are defined as at least one (1) day an
18 employee worked in California during the calendar week.

19 **YOUR ELIGIBLE WORK WEEKS**

20 Defendant's records indicate that you worked <<number of Work Weeks>> Work Weeks between
21 January 10, 2016, and ending on June 9, 2020.

22 **YOUR ESTIMATED SETTLEMENT AWARD AND DISPUTE PROCEDURE**

23 Under the terms of the Class Action Settlement, you are entitled to receive a settlement payment
24 in the approximate estimated amount of <<\$Settlement Amount>>, minus all applicable payroll
25 and tax deductions, after the Court approves the Settlement and it goes into effect. This process
26 may take six months or more. You will receive a Form W-2 reflecting the payment to you. Your
27 Settlement Share reflected on this Notice is only an estimate. The exact amount of the payment
28 could vary, up or down.

If you wish to dispute the number of Individual Work Weeks credited to you, or anything else
about your employment status, you must complete and return this form by indicating what you
believe is incorrect on the blank lines below and return it on or before <<RESPONSE
DEADLINE>> to the Settlement Administrator via U.S. Mail with proof of the submission date
(such as a postmark or delivery service date stamp). You must also send any documents or other
information that you contend supports your belief that the information set forth above is incorrect.
The Settlement Administrator will resolve any dispute based upon Defendant's records and any

1 information you provide. Please be advised that the information on this Work Weeks Dispute Form
2 is presumed to be correct unless the documents you submit are company records from Defendant.

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4
5 **UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WEEKS,**
6 **RECEIPT OF A DIRECT SETTLEMENT PAYMENT, OR YOUR EMPLOYMENT**
7 **STATUS, YOU DO NOT NEED TO TAKE ANY ACTION**
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(Telephone Number)

(Address)

(Address continued)

1 DAVID G. SPIVAK (SBN 179684)
2 david@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Blvd., PMB 42554
5 West Hollywood, CA 90069
6 Tel: (213) 725-9094
7 Fax: (213) 634-2485

8 WALTER HAINES (SBN 71075)
9 walter@uelglaw.com
10 UNITED EMPLOYEES LAW GROUP
11 4276 Katella Ave., #301
12 Los Alamitos, CA 90720
13 Tel: (562) 256-1047
14 Fax: (562) 256-1006

15 *Attorneys for Plaintiff,*
16 JASHAR BRYANT
17 (Additional Counsel on Following Page)

18 **IN THE SUPERIOR COURT OF CALIFORNIA**
19 **FOR THE COUNTY OF ORANGE**

20 JASHAR BRYANT, on behalf of himself, and
21 all others similarly situated and on behalf of
22 himself as an “aggrieved employee” on behalf
23 of other “aggrieved employees” under the
24 Labor Code Private Attorneys General Act of
25 2004,

26 *Plaintiff(s),*

27 vs.

28 PINNACLE CABLING & CONSTRUCTION,
INC., a California corporation; ARIJET
CORPORATION, a Texas corporation DBA
ARIJET COMMUNICATIONS; and DOES 1-
50, inclusive,

Defendant(s).

Case No.: 30-2020-01123094-CU-OE-
CXC

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Action filed: January 10, 2020

Dept. CX104, Hon.
William D. Cluster

ATTORNEYS FOR DEFENDANTS

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NEWMAYER & DILLION LLP
MICHAEL J. STUDENKA (SBN 204956)

Michael.Studenka@ndlf.com

JESSICA L. DALEY (SBN 307248)

Jessica.Daley@ndlf.com

895 Dove Street, Fifth Floor
Newport Beach, California 92660
(949) 854-7000; (949) 854-7099 (Fax)

Attorneys for Defendants,

PINNACLE CABLING & CONSTRUCTION, INC.; and ARIJET CORPORATION DBA
ARIJET COMMUNICATIONS

1 Plaintiff Jashar Bryant (hereafter referred to as “Plaintiff”) Motion for Preliminary
2 Approval of a Class Action Settlement (the “Motion”) was considered by the Court, the
3 Honorable William D. Claster presiding. The Court having considered the Motion, the Joint
4 Stipulation of Class Action Settlement and Release of Claims (“Settlement” or “Settlement
5 Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined there is sufficient evidence to preliminarily determine that (a) the terms of the
10 Settlement appear to be fair, adequate, and reasonable to the Settlement Class and (b) the
11 Settlement falls within the range of reasonableness and appears to be presumptively valid,
12 subject only to any objections that may be raised at the final hearing and final approval by this
13 Court. The Court will make a determination at the hearing on the motion for final approval of
14 class action settlement (the “Final Approval Hearing”) as to whether the Settlement is fair,
15 adequate and reasonable to the Settlement Class.

16 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
17 all persons who are currently employed, or formerly have been employed in California on an
18 hourly basis as a Level 1, Level 2, and/or Level 3 Labor Technician by Defendant Pinnacle
19 Cabling & Construction, Inc. (collectively “Class Members”), who worked in California
20 anytime during the Class Period. The “Class Period” shall mean the period of time from January
21 10, 2016 to June 9, 2020. The Defendants estimate that from January 10, 2016 to June 9, 2020,
22 Pinnacle Cabling & Construction, Inc. employed 113 Class Members with 2,666 Paychecks
23 between them. The “PAGA Members” means all persons who are currently employed, or
24 formerly have been employed in California on an hourly basis by Defendant Pinnacle Cabling
25 & Construction, Inc. as a Level 1, Level 2, and/or Level 3 Labor Technician who worked in
26 California anytime during the PAGA Period. The “PAGA Period” shall mean the period of time
27 from December 11, 2018 to June 9, 2020.

28 3. The “Effective Date” means the date by which this Agreement is approved by
the Court by entry of the Judgment and the Judgment becomes Final. The Judgment becomes
“Final” when the later of the following events occurs: (1) the period for filing any appeal, writ,
or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or

1 other appellate proceeding having been filed; (2) any appeal, writ, or other appellate proceeding
2 opposing the Settlement has been dismissed finally and conclusively with no right by any
3 appellant or objector to pursue further remedies or relief; or (3) any appeal, writ, or other
4 appellate proceeding has upheld the Judgment with no right by any appellant or objector to
5 pursue further remedies or relief. In this regard, the Settlement shall not become effective until
6 the Court's Judgment granting final approval of the Settlement is completely final, and no
7 further recourse exists by an appellant or objector who seeks to contest the Settlement. The
8 occurrence of the Effective Date is a prerequisite to any obligation of Defendant to pay any
9 funds into the Settlement Account.

10 4. This action is provisionally certified pursuant to section 382 of the California
11 Code of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action
12 for purposes of settlement only with respect to the proposed Settlement Class.

13 5. The Court hereby preliminarily finds that the Settlement was the product of
14 serious, informed, non-collusive negotiations conducted at arm's length by the Parties. In
15 making this preliminary finding, the Court considered the nature of the claims set forth in the
16 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the
17 allocation of Settlement proceeds to the Settlement Class, and the fact that the Settlement
18 represents a compromise of the Parties' respective positions. The Court further preliminarily
19 finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant
20 preferential treatment to any individual Class Member. Accordingly, the Court preliminarily
21 finds that the Settlement was entered into in good faith.

22 6. The Court finds that the dates set forth in the Settlement for mailing and
23 distribution of the Class Notice meet the requirements of due process and provide the best notice
24 practicable under the circumstances, and constitute due and sufficient notice to all persons
25 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Settlement
26 Class as set forth in the Settlement. Accordingly, the Court orders the following implementation
27 schedule for further proceedings:

- 28 a. By _____, Defendants shall provide CPT Group, Inc., the
appointed Settlement Administrator, with: (a) An electronic database of all
Class Members, last known mailing address, Social Security number and
Defendant Pinnacle Cabling & Construction, Inc.'s employee identification

1 number (“Class Members’ Data”); (b) Corresponding to each Class
2 Member’s name, Defendants shall provide a figure indicating the total
3 number of Paychecks issued by Pinnacle Cabling & Construction, Inc. during
4 the Class Period in which that Class Member was employed by Defendant
5 Pinnacle Cabling & Construction, Inc. That number of Paychecks shall be
6 referred to as that Class Member’s “Individual Paychecks;” (c) If any of the
7 Class Members’ Data are unavailable to Defendants, Defendants will so
8 inform Class Counsel and the Parties will make their best efforts to
9 reconstruct or otherwise agree upon the Class Members’ Data prior to when
10 it must be submitted to the Settlement Administrator. Class Members’ Data
11 will otherwise remain confidential and will not be disclosed to anyone, except
12 as necessary to applicable taxing authorities, or pursuant to Defendants’
13 express written authorization or by order of the Court.

13 b. **Mailing of Class Notice.** By _____, approximately
14 fourteen (14) days after receiving the Class Members’ Data, or as soon
15 thereafter as it can do so, the Settlement Administrator will mail the Class
16 Notice to all identified Class Members via first-class U.S. mail using the
17 mailing address information provided by Defendants, unless modified by any
18 updated address information that the Settlement Administrator obtains in the
19 course of administration of the Settlement.

20 c. **Returned Class Notice.** If a Class Notice is returned because of an incorrect
21 address, the Settlement Administrator will promptly, and not later than ten
22 (10) days from receipt of the returned Class Notice, search for a more current
23 address for the Class Member and re-mail the Class Notice to the Class
24 Member. The Settlement Administrator will use the Class Members’ Data
25 and otherwise work with Defendants’ Counsel and Class Counsel to find a
26 more current address. The Settlement Administrator will be responsible for
27 taking reasonable steps, consistent with its agreed-upon job parameters, court
28 orders, and fee, to trace the mailing address of any Class Member for whom
a Class Notice is returned as undeliverable by the U.S. Postal Service. These
reasonable steps shall include the tracking of all undelivered mail;

1 performing address searches for all mail returned without a forwarding
2 address; and promptly re-mailing to Class Members for whom new addresses
3 are found. If the Class Notice is re-mailed, the Settlement Administrator will
4 note for its own records and notify Class Counsel and Defendants' Counsel
5 of the date and address of each such re-mailing as part of a weekly status
6 report provided to the Parties.

7 d. **Declaration of Settlement Administrator.** Not later than twenty-one (21)
8 court days prior to the Final Approval Hearing, the Settlement Administrator
9 will provide the Parties for filing with the Court a declaration of due diligence
10 setting forth its compliance with its obligations under this Agreement. Prior
11 to the Final Approval Hearing, the Settlement Administrator will supplement
12 its declaration of due diligence if any material changes occur from the date
13 of the filing of its prior declaration.

14 e. **Requests for Exclusion from Settlement; and Objections to Settlement.**
15 Class Members may submit requests to be excluded from the effect of the
16 Settlement, or objections to the Settlement, pursuant to the following
17 procedures:

18 i. **Request for Exclusion from Settlement.** A Class Member may
19 request to be excluded from the effect of this Agreement, and any
20 payment of amounts under this Agreement, by timely mailing a letter
21 to the Settlement Administrator stating that the Class Member wants
22 to be excluded from this Action. This letter must include the Class
23 Member's name, address, telephone number, and signature. To be
24 valid and timely, the request to be excluded must be postmarked by
25 the date specified in the Class Notice (_____, or sixty (60)
26 days from the initial mailing of the Class Notice by the Settlement
27 Administrator). A Class Member who properly submits a valid and
28 timely request to be excluded from the Action shall not receive any
payment of any kind in connection with this Agreement or this
Action, shall not be bound by or receive any benefit of this
Agreement, and shall have no standing to object to the Settlement. A

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request for exclusion must be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the request for exclusion to counsel for the Parties as follows:

To Class Counsel:

To Defense Counsel:

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Blvd., PMB 42554
West Hollywood, CA 90069

Michael J. Studenka, Esq.
Jessica Daley, Esq.
Newmeyer & Dillion LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

Walter Haines, Esq.
United Employees Law Group
4276 Katella Ave., #301
Los Alamitos, CA 90720

A PAGA Member may not seek exclusion from the PAGA Released Claims.

ii. **Objections to Settlement.** The Class Notice will provide that any Class Member who does not request exclusion from the Action and who wishes to object to the Settlement should submit an objection in writing to the Settlement Administrator by _____, or sixty (60) days after the Settlement Administrator mails the Class Notice, which sets forth the grounds for the objection and the other information required by this paragraph. The objection should be mailed to the Settlement Administrator at the address provided on the Class Notice. The Settlement Administrator shall transmit the objections to counsel for the Parties as follows:

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To Class Counsel:

To Defense Counsel

David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Blvd., PMB 42554
West Hollywood, CA 90069

Michael J. Studenka, Esq.
Jessica Daley, Esq.
Newmeyer & Dillion LLP
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

Walter Haines, Esq.
United Employees Law Group
4276 Katella Ave., #301
Los Alamitos, CA 90720

The written objection should state the objecting Class Member’s full name, address, and the approximate dates of his or her employment with Defendants. The written objection should state the basis for each specific objection and any legal support in clear and concise terms. The written objection also should state whether the Class Member intends to formally intervene and become a party of record in the action, and upon formally intervening, appear and argue at the Final Approval Hearing. However, the objectors will be provided with the opportunity to speak at the final approval hearing regardless of whether they have filed an appearance or submitted a written opposition beforehand.

If the objecting Class Member does not formally intervene in the action and/or the Court rejects the Class Member’s objection, the Class Member will still be bound by the terms of this Agreement.

A PAGA Member may not object to the PAGA Released Claims.

- f. **Report.** Not later than fourteen (14) days after the deadline for submission of requests for exclusion, the Settlement Administrator will provide the Parties with a complete and accurate list of all Class Members who sent timely requests to be excluded from the Action and all Class Members who

1 Settlement.

2 **IT IS SO ORDERED.**

3 _____
4 **DATE**

5 _____
6 **HONORABLE WILLIAM D. CLASTER,**
7 **JUDGE OF THE SUPERIOR COURT**

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1 DAVID G. SPIVAK (SBN 179684)
2 david@spivaklaw.com
3 THE SPIVAK LAW FIRM
4 8605 Santa Monica Blvd., PMB 42554
5 West Hollywood, CA 90069
6 Tel: (213) 725-9094
7 Fax: (213) 634-2485

8 WALTER HAINES (SBN 71075)
9 walter@uelglaw.com
10 UNITED EMPLOYEES LAW GROUP
11 4276 Katella Ave. #301,
12 Los Alamitos, CA 90720
13 Tel: (562) 256-1047
14 Fax: (562) 256-1006

15 *Attorneys for Plaintiff,*
16 JASHAR BRYANT
17 (Additional Counsel on Following Page)

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19
20 **FOR THE COUNTY OF ORANGE**
21 **(UNLIMITED JURISDICTION)**

22 JASHAR BRYANT, on behalf of himself, and
23 all others similarly situated and on behalf of
24 himself as an “aggrieved employee” on behalf of
25 other “aggrieved employees” under the Labor
26 Code Private Attorneys General Act of 2004,

27 *Plaintiff(s),*

28 *vs.*

PINNACLE CABLING & CONSTRUCTION,
INC., a California corporation; ARIJET
CORPORATION, a Texas corporation DBA
ARIJET COMMUNICATIONS; and DOES 1-
50, inclusive,

Defendant(s).

Case No.: 30-2020-01123094-CU-OE-
CXC

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Dept.: CX104, Hon. William
Cluster

ATTORNEYS FOR DEFENDANTS

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NEWMAYER & DILLION LLP
MICHAEL J. STUDENKA (SBN 204956)
Michael.Studenka@ndlf.com
JESSICA L. DALEY (SBN 307248)
Jessica.Daley@ndlf.com
895 Dove Street, Fifth Floor
Newport Beach, CA 92660
(949) 854-7000; (949) 854-7099 (Fax)

Attorneys for Defendants,
PINNACLE CABLING & CONSTRUCTION, INC.; and ARIJET CORPORATION DBA
ARIJET COMMUNICATIONS

1 This matter came on for hearing on _____, 2022 at _____m. in
2 Department CX104 of the above-captioned court on Plaintiff's Motion for Final Approval of a
3 Class Action Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the
4 Settlement Agreement (the "Settlement") filed herewith which provides for a Gross Settlement
5 Amount ("GSA") of \$320,000 in compromise of all disputed claims on behalf of all persons
6 Defendant Pinnacle Cabling & Construction, Inc. employed in California on an hourly basis as a
7 Level 1, Level 2, and/or Level 3 Labor Technician during the period of January 10, 2016 to the
8 date of this order ("Class Period") and for PAGA Members, all of Defendant Pinnacle Cabling
9 & Construction, Inc's current and former hourly California employees at any time during the
10 period of December 11, 2018 to June 9, 2020 ("PAGA Period"). All capitalized terms used herein
11 shall have the same meaning as defined in the Settlement.

12 In accordance with the Court's prior Order Granting Preliminary Approval of Class
13 Action Settlement, Class Members have been given notice of the terms of the Settlement and the
14 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
15 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
16 and the evidence and argument received by the Court in conjunction with the motions for
17 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
18 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
19 DETERMINATIONS¹:

20 1. The Court has jurisdiction over the subject matter of the Action and over all
21 Parties to the Action, including all Class Members. Pursuant to this Court's Order Granting
22 Preliminary Approval of Class Action Settlement of _____, the Class Notice was sent
23 to each Class Member by First Class U.S. mail. The Class Notice informed Class Members of
24 the terms of the Settlement, their right to receive their proportional share of the Settlement, their
25 right to request exclusion, their right to comment upon or object to the Settlement, and their right
26 to appear in person or by counsel at the final approval hearing and be heard regarding final
27 approval of the Settlement. Adequate periods of time were provided by each of these procedures.

28 ¹ A true and correct copy of the Court's ruling on the Motion for Final Approval of Class Action
Settlement entered on _____ is attached hereto as **Exhibit A** and incorporated by
reference. A true and correct copy of the Court's Minute Order dated _____,
2022 is attached hereto as **Exhibit B** and incorporated by reference.

1 No member of the Settlement Class presented written objections to the proposed Settlement as
2 part of this notice process, stated an intention to appear, or actually appeared at the final approval
3 hearing.

4 2. For purposes of this Final Order and Judgment, Class Members are all of
5 Defendant Pinnacle Cabling & Construction, Inc.'s current and former hourly California
6 employees at any time during the period of January 10, 2016 to June 9, 2020 ("Class Period").

7 3. For purposes of this Final Order and Judgment, PAGA Members are all of
8 Defendant Pinnacle Cabling & Construction, Inc.'s current and former hourly California
9 employees at anytime during the period of December 11, 2018 to June 9, 2020 ("PAGA Period").

10 4. The Court finds and determines that the notice procedure afforded adequate
11 protections to Class Members and provides the basis for the Court to make an informed decision
12 regarding final approval of the Settlement based on the responses of Class Members. The Court
13 finds and determines that the notice provided in this case was the best notice practicable, which
14 satisfied the requirements of law and due process as to all persons entitled to such notice.

15 5. **Release by Plaintiff and Class Members.** As of the date of the Judgment,
16 Plaintiff, the Class, and each Class Member who has not properly submitted a timely and valid
17 request to be excluded from the Action, regardless of whether that Class Member objected to the
18 Settlement, and without the need to manually sign a release document, in exchange for the
19 consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her
20 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall
21 and does hereby fully and finally release Defendants, and each of their parents, predecessors,
22 successors, subsidiaries, affiliates, partners, and trusts, and all of its employees, officers, agents,
23 attorneys, stockholders, members, managers, general and limited partners, owners, employee
24 benefit plans, plan administrators, heirs, administrators, fiduciaries, other service providers, and
25 assigns (collectively hereinafter the "Releasees"), from any and all claims, demands, rights,
26 liabilities, and causes of action of any kind whatsoever, that have been, or could have been,
27 asserted against the Releasees based on the facts alleged at any point in time in this Action during
28 the Class Period (the "Released Claims"). The Released Claims expressly include, without
limitation, all such claims for unpaid wages, including overtime wages, off-the-clock claims,
minimum wage claims, claims for failure to timely pay wages, both during employment and after
termination of employment, failure to reimburse for business expenses, claims for failure to keep

1 accurate and complete payroll records, claims for failure to provide accurate and complete wage
2 statements, claims for missed meal periods, rest breaks, wage premiums, penalties, and interest;
3 related penalties, including, but not limited to, recordkeeping penalties, wage statement penalties,
4 minimum-wage penalties, missed meal-period and rest-break penalties, waiting-time penalties,
5 premiums or costs and attorneys' fees and expenses, and any claim arising from the claims
6 described above under applicable federal, state, local or territorial law; all such claims arising
7 under the California Labor Code (including, but not limited to, sections 201-204, 210, 226, 226.2,
8 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194-1194.2, 1197, 1197.1, 1198, and 2802); the
9 wage orders of the California Industrial Welfare Commission; and California Business and
10 Professions Code section 17200 et seq.

11 6. **PAGA Released Claims.** As of the date of the Judgment, Plaintiff, and each
12 PAGA Member, without the need to manually sign a release document, in exchange for the
13 consideration recited in this Agreement, on behalf of himself or herself and on behalf of his/her
14 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall
15 and does hereby fully and finally release the Releasees, from any and all claims, demands, rights,
16 liabilities, and causes of action of any kind whatsoever, that have been, or could have been,
17 asserted against the Releasees based on the facts alleged at any point in time in this Action during
18 the PAGA Period for his/her claims for penalties under the Labor Code Private Attorneys General
19 Act of 2004, California Labor Code section 2698, *et seq.*

20 7. The Court further finds and determines that the terms of the Settlement are fair,
21 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
22 provisions of the Settlement, including the release of claims contained therein, should be and
23 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
24 according to its terms. As of the Effective Date of Settlement, and for the duration of the
25 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
26 Released Claims and are forever barred and enjoined from prosecuting the Released Claims
27 against the Releasees as fully set forth in the Settlement. No objections were received by the
28 Parties or the Court through the date of this Final Order and Judgment. The Court finds _____
Class Member(s)—_____—submitted a request for exclusion from the Settlement
as determined by the Settlement Administrator and therefore is/are not in the Settlement Class.

8. The Court finds and determines that (a) the Settlement Shares to be paid to

1 Participating Class Members and (b) the LWDA payment as civil penalties under the California
2 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
3 2699 et seq., as provided for by the Settlement are fair and reasonable. The Court hereby grants
4 final approval to, and orders the payment of, those amounts be made to the Participating Class
5 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
6 accordance with the terms of the Settlement.

7 9. The Court further grants final approval to and orders that the following payments
8 be made in accordance with the terms of the Settlement:

9 a. Class Counsel fees & costs of \$106,666.00 in attorneys’ fees and
10 \$_____ in litigation costs to Class Counsel;

11 b. \$15,000 as the Class Representative Payment award payable to Plaintiff,
12 Jashar Bryant, for his service as the Class Representative;

13 c. \$_____ in costs of the Settlement Administrator payable to CPT
14 Group, Inc. for its services as the Settlement Administrator; and

15 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the
16 LWDA.

17 9. The Settlement shall proceed as directed in the Settlement, and no payments
18 pursuant to the settlement shall be distributed until after the Effective Date of Settlement. Without
19 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
20 of all matters relating to the interpretation, administration, implementation, effectuation and
21 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
22 Court 3.769(h).

23 10. Within ten (10) calendar days of the Effective Date of Settlement, Defendants
24 Pinnacle Cabling & Construction, Inc. and Arijet Corporation dba Arijet Communications shall
25 deposit the Gross Settlement Amount in an account designated by the Settlement Administrator,
26 from which the Settlement Administrator will then pay: (i) the total amount of all Settlement
27 Shares to Participating Class Members, (ii) the Court approved Class Counsel fees & costs, (iii)
28 the Court-approved Class Representative Payment, (iv) the Court-approved costs of the
Settlement Administrator, and (v) the payment to the LWDA. Defendants shall also pay their
share of the employer-side payroll taxes.

1 11. Defendants' payment of the Gross Settlement Amount shall be the sole financial
2 obligation of Defendants under the Settlement, and shall be in full satisfaction of all claims
3 released herein, including, without limitation, all claims for wages, penalties, interest, attorneys'
4 fees, costs and expenses.

5 12. Pursuant to CCP § 384 and the Settlement, Participating Class Members shall
6 have one hundred and eighty (180) days from the date of the check's issuance to cash their
7 Settlement Share check. After the expiration of the 180-day period, on Defendants' behalf, the
8 Settlement Administrator shall remit any amounts from Voided Settlement Checks and otherwise
9 unclaimed funds (the "Residue"), plus any interest earned on the Residue to the California
10 Unclaimed Property Fund.

11 13. The Parties shall file a final accounting report regarding the distribution of
12 settlement funds by _____. Pursuant to C.C.P. § 384, the report shall be in the form
13 of a declaration from the Settlement Administrator or other declarant with personal knowledge
14 of the facts and to describe (i) the date checks were mailed, (ii) total number of checks mailed to
15 the Class Members, (iii) the average amount of those checks, (iv) the number of checks that
16 remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the
17 uncashed checks, and (vi) the nature and date of the disposition of those unclaimed funds. A
18 non-appearance case review re submission of a final report is scheduled for _____
19 **at _____ .m. in Department CX104.** If there are objections by any party or non-party,
20 class counsel shall immediately notify the Court and the matter will be set for further hearing.
21 Pursuant to Section CCP 384.5, a conformed copy of the stipulation and order and Amended
22 Final Order and Judgment (once signed by the Court) shall be forwarded by Class Counsel to the
23 Judicial Council. A non-appearance hearing for the lodging of the stipulation and proposed order
24 and separate amended judgment is scheduled for _____ **at _____ .m. in**
25 **Department CX104.**

26 14. Nothing in this Final Order and Judgment shall preclude any action to enforce the
27 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
28 deposit the Gross Settlement Amount for distribution by the Settlement Administrator to
Participating Class Members in accordance with the Settlement.

15. The Court hereby enters final judgment in this case in accordance with the terms
of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this

1 Final Order and Judgment.

2 16. The Parties are hereby ordered to comply with the terms of the Settlement.

3 17. The Parties shall bear their own costs and attorneys' fees except as otherwise
4 provided by the Settlement and this Final Order and Judgment.

5 18. The Settlement is not an admission by Defendants nor is this Final Order and
6 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
7 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
8 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
9 and Judgment, the Settlement, any document referred to herein, any exhibit to any document
10 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
11 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
12 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
13 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
14 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
15 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
16 and any other papers and records on file in the Action may be filed in this Court or in any other
17 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
18 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
19 the Released Claims.

20 19. This document shall constitute a Judgment for purposes of California Rule of
21 Court 3.769(h).

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

23 _____
24 **DATE**

25 _____
26 **HONORABLE WILLIAM D. CLASTER,**
27 **JUDGE OF THE SUPERIOR COURT**