

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**

Civil Complex Center  
751 W. Santa Ana Blvd  
Santa Ana, CA 92701

**SHORT TITLE:** Cesario vs. Hartwell Corporation**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC  
SERVICE****CASE NUMBER:**  
**30-2018-00976928-CU-OE-CXC**

I certify that I am not a party to this cause. I certify that the following document(s), Order - Other dated 08/26/21, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on August 31, 2021, at 10:36:43 AM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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Clerk of the Court, by:



, Deputy

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**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE**

T# 1870307

1 Edwin Aiwazian (SBN 232943)  
Arby Aiwazian (SBN 269827)  
2 Joanna Ghosh (SBN 272479)  
3 **LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
4 Tel: (818) 265-1020 / Fax: (818) 265-1021  
5 *Attorneys for Plaintiff and the Class*

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

AUG 26 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8 **FOR THE COUNTY OF ORANGE**

9 JEFFREY CESARIO, individually, and on  
behalf of other members of the general public  
10 similarly situated and on behalf of other  
aggrieved employees pursuant to the  
11 California Private Attorneys General Act;

12 Plaintiff,

13 vs.

14 HARTWELL CORPORATION, a California  
corporation; and DOES 1 through 100,  
15 inclusive,  
16 Defendants.

Case No.: 30-2018-00976928-CU-OE-CXC

Honorable Kirk H. Nakamura  
Department CX103

**CLASS ACTION**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Reservation 73424949  
Date: May 6, 2021  
Time: 2:00 p.m.  
Department: CX103

Complaint Filed: March 1, 2018  
FAC Filed: December 11, 2020  
Trial Date: None Set

1 This matter has come before the Honorable Kirk H. Nakamura in Department CX103 of  
2 the above-entitled Court, located at 700 Civic Center Drive West, Santa Ana, California, 92701,  
3 on Plaintiff Jeffrey Cesario's ("Plaintiff") Motion for Final Approval of Class Action Settlement,  
4 Attorneys' Fees, Costs, and Service Payment ("Motion for Final Approval"). Lawyers for Justice,  
5 PC appeared on behalf of Plaintiff, and Ferber Law, P.C. appeared on behalf of Defendant Hartwell  
6 Corporation ("Defendant").

7 On December 11, 2021, the Court entered the Order Granting Preliminary Approval of  
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the  
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of Class  
10 Action and PAGA Settlement, ROA # 93 Exhibit 1, and Amendment No. 1 to Joint Stipulation of  
11 Class Action and PAGA Settlement, ROA # 125 Exhibit B, (together, "Settlement," "Agreement,"  
12 or "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms  
13 and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement  
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil  
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
25 hereby defined to include:

26 All individuals employed by Defendant within the State of California in an  
27 hourly, non-exempt position at any time during the period from March 1, 2014  
28 through December 11, 2020 ("Class" or "Class Members").

4. The Notice of Class Action Settlement ("Notice") that was provided to the Class

1 Members, attached hereto as “EXHIBIT A,” fully and accurately informed the Class Members of  
2 all material elements of the Settlement and of their opportunity to participate in, object to or  
3 comment thereon, or to seek exclusion from, the Settlement; was the best notice practicable under  
4 the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
5 with the laws of the State of California, the United States Constitution, due process and other  
6 applicable law. The Notice fairly and adequately described the Settlement and provided the Class  
7 Members with adequate instructions and a variety of means to obtain additional information.

8           5. Pursuant to California law, the Court hereby grants final approval of the Settlement  
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
11 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the  
12 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
13 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
14 Court has considered all of the evidence presented, including evidence regarding the strength of  
15 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of  
16 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
17 completed; and the experience and views of Class Counsel. The Court has further considered the  
18 absence of objections to and requests for exclusion from the Settlement submitted by Class  
19 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance  
20 with the Settlement Agreement and the following terms and conditions.

21           6. A full opportunity has been afforded to the Class Members to participate in the  
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
24 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and  
25 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval  
26 Order and Judgment.

27           7. The Court finds that payment of Settlement Administration Costs in the amount of  
28 \$6,500.00 is appropriate for the services performed and costs incurred and to be incurred for the

1 notice and settlement administration process. It is hereby ordered that the Settlement  
2 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in the  
3 amount of \$6,500.00, in accordance with the terms and methodology set forth in Settlement  
4 Agreement.

5 8. The Court finds that the Service Payment sought is fair and reasonable for the work  
6 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator  
7 issue payment in the amount of \$10,000.00 to Plaintiff Jeffrey Cesario for his Service Payment,  
8 according to the terms and methodology set forth in the Settlement Agreement.

9 9. The Court finds that the allocation of \$275,000.00 toward penalties under the  
10 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and  
11 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
12 Payment as follows: the amount of \$206,250.00 to the California Labor and Workforce  
13 Development Agency, and the amount of \$68,750.00 to be included in the Net Settlement  
14 Consideration for distribution to Settlement Class Members, according to the terms and  
15 methodology set forth in the Settlement Agreement.

16 10. The Court finds that the request for attorneys' fees in the amount of \$1,260,000.00  
17 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award  
18 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and  
19 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the  
20 amount of \$1,260,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and  
21 methodology set forth in the Settlement Agreement.

22 11. The Court finds that reimbursement of litigation costs and expenses in the amount  
23 of \$23,890.55 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
24 Settlement Administrator issue payment in the amount of \$23,890.55 to Class Counsel for  
25 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set  
26 forth in the Settlement Agreement.

27

28

1           12.    The Court hereby enters Judgment by which Settlement Class Members shall be  
2 conclusively determined to have given a release of any and all Released Claims against the  
3 Released Parties, as set forth in the Settlement Agreement and Notice.

4           13.    It is hereby ordered that Defendant shall deposit the Maximum Settlement  
5 Consideration into an account established by the Settlement Administrator no later than thirty (30)  
6 calendar days following the Effective Date, in accordance with the terms and methodology set  
7 forth in the Settlement Agreement.

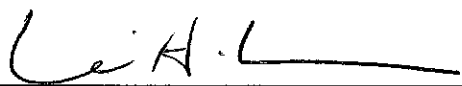
8           14.    It is hereby ordered that the Settlement Administrator shall distribute Individual  
9 Settlement Payments to the Settlement Class Members no later than forty-five (45) calendar days  
10 following the Effective Date, according to the methodology and terms set forth in the Settlement  
11 Agreement.

12           15.    After entry of this Final Approval Order and Judgment, pursuant to California Rules  
13 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
14 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
15 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
16 any dispute arising from or in connection with the distribution of settlement benefits.

17           16.    Notice of entry of this Final Approval Order and Judgment shall be given to the  
18 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix Class  
19 Action Administration Solutions' website for a period of at least sixty (60) calendar days after the  
20 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

21           17.    A Final Accounting Hearing is set for February 10, 2022, at 2:00 p.m. in  
22 Department CX103. Class Counsel shall submit a final accounting report regarding the status of  
23 the settlement administration at least fourteen (14) calendar days prior to the Final Accounting  
24 Hearing.

25  
26 Dated: 8/25/21

  
HONORABLE KIRK H. NAKAMURA  
JUDGE OF THE SUPERIOR COURT

**Exhibit A**

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

***Jeffrey Cesario v. Hartwell Corporation***

**Superior Court of California, County of Orange, Case No. 30-2018-00976928-CU-OE-CXC**

You have received this Notice because records of Hartwell Corporation (“Defendant”) indicate that you are or were employed by Defendant in the State of California at any time during the period from March 1, 2014 through December 11, 2020 in an hourly-paid, non-exempt position.

You do not need to take any action to receive payment under the settlement reached in the Action and your legal rights may be affected.

This Notice is designed to advise you of your rights and options, such as how you can object to or request to be excluded from the Settlement, if you so choose.

**PLEASE READ THIS NOTICE CAREFULLY.** This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Class Settlement.

By order of the Superior Court of California for the County of Orange (the “Court” or “Orange County Superior Court”), in the case entitled *Jeffrey Cesario v. Hartwell Corporation*, Orange County Superior Court, Case No. 30-2018-00976928- CU-OE-CXC (“Action”), preliminary approval of a class action settlement was granted on December 11, 2020. A hearing shall be held on May 6, 2021 at 2:00 p.m. (“Final Approval Hearing”) to determine whether final approval of the settlement should be granted.

**YOU ARE NOTIFIED THAT:** A settlement has been reached between Plaintiff Jeffrey Cesario (“Plaintiff”) and Defendant (Plaintiff and Defendant are collectively referred to as the “Parties”) in the above-entitled action, which may affect your legal rights.

**I. DEFINITIONS**

“Class” means all individuals employed by Defendant within the State of California in an hourly, non-exempt position at any time during the Class Period.

“Class Member” means a member of the Class.

“Class Period” means the period from March 1, 2014 through December 11, 2020.

**II. BACKGROUND OF THE ACTION**

On March 1, 2018, Plaintiff commenced the Action by filing the Class Action Complaint for Damages. On December 11, 2020, the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Complaint”) was deemed filed.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages; failed to provide compliant meal breaks and associated premiums; failed to provide compliant rest breaks and associated premiums; failed to timely pay wages during employment and at termination and associated penalties including waiting time penalties; failed to provide accurate wage statements; failed to maintain requisite payroll records; failed to reimburse business expenses; and thereby, engaged in unfair business practices in violation of the California Business and Professions Code and conduct giving rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, business expenses, restitution, penalties, interest, attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with the law.



The Parties participated in a mediation with a respected class action mediator, and as a result of the mediation, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (collectively referred to as the "Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on December 11, 2020. The Court has appointed Phoenix Settlement Administrators as the administrator of the settlement ("Settlement Administrator"). The Court has also preliminarily appointed Plaintiff Jeffrey Cesario as representative of the Class ("Class Representative") and has preliminarily appointed the following Plaintiff's counsel as counsel for the Class ("Class Counsel"):

**Lawyers for Justice, PC**  
Edwin Aiwazian, Esq.  
Arby Aiwazian, Esq.  
Joanna Ghosh, Esq.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

If you are a Class Member, you need not take any action to receive payment under the Settlement, but you have the opportunity to request exclusion from or object to the Settlement if you so choose, as explained more fully in Section IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The Maximum Settlement Consideration is Three Million Six Hundred Thousand Dollars (\$3,600,000). The portion of the Maximum Settlement Consideration that is available for payment to Class Members who do not submit timely and valid Requests for Exclusion seeking exclusion from the Settlement ("Settlement Class Members") is referred to as the "Net Settlement Consideration." The Net Settlement Consideration will be the Maximum Settlement Consideration less the following payments which are subject to approval by the Court: (1) Attorneys' Fee (not to exceed 35% of the Maximum Settlement Consideration, i.e., \$1,260,000 out of \$3,600,000) to Class Counsel; (2) Litigation Expenses for reimbursement of actual litigation costs and expenses in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000) to Class Counsel; (3) Service Payment in the amount of Twelve Thousand Dollars (\$12,000) to Plaintiff; (4) Settlement Administration Costs (which are currently estimated not to exceed \$10,000) to the Settlement Administrator; and (5) the amount of Two Hundred Six Thousand Two Hundred Fifty Dollars (\$206,250) to be paid to the Labor and Workforce Development Agency ("LWDA Payment") (i.e., 75% of the \$275,000 allocated to penalties pursuant to PAGA).

Each Settlement Class Member will be entitled to receive payment under the Settlement of his or her share of the Net Settlement Consideration ("Individual Settlement Share") based on the ratio of gross wages earned during the Class Period by that Class Member as a non-exempt employee of Defendant in California ("Gross Earned Wages") in comparison with the Gross Earned Wages of all Settlement Class Members, multiplied by the Net Settlement Consideration.

Each Individual Settlement Share is considered to be one-fourth (1/4) wages (to be reported on an IRS Form W2) and three-fourths (3/4) non-wages (to be reported on an IRS Form 1099, if applicable). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee's share of payroll taxes with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as the "Individual Settlement Payment"). The employer's share of payroll taxes with respect to the wages portion of each Individual Settlement Share will be paid by Defendant separately and in addition to the Maximum Settlement Consideration. Settlement Class Members are responsible for any taxes payable on the non-wages portion of their Individual Settlement Shares.

If the Court grants final approval of the settlement, payments will be mailed to the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure receipt of payment that you may be entitled to.**

**B. Your Gross Earned Wages Based on Defendant's Records**

**According to Defendant's records, you are credited with «Gross\_Earnings» Gross Earned Wages.**

If you wish to dispute the Gross Earned Wages credited to you, you must mail a written statement to the Settlement Administrator ("Dispute") at the following address:

*Cesario, et al. v. Hartwell Corporation*  
c/o Phoenix Settlement Administrators  
PO Box 7208, Orange, CA 92863  
Toll-Free: (800) 523-5773 / Fax: (949) 209-2503

A Dispute must: (a) state the case name and number of the Action (*Cesario, et al. v. Hartwell Corporation*, Orange County Case No. 30-2018-00976928-CU-OE-CXC); (b) state the Class Member's full name, address, telephone number, and last four digits of his/her Social Security number; (c) clearly state the amount of Gross Earned Wages that the Class Member contends should be credit to him/her; (d) be signed by the Class Member or his/her lawful representative; and (e) be mailed to the Settlement Administrator and postmarked no later than March 3, 2021.

**C. Your Estimated Individual Settlement Share**

As explained above, your estimated Individual Settlement Share is based on the amount of Gross Earned Wages credited to you.

**Under the terms of the Settlement:**

- **Your estimated Individual Settlement Share is estimated to be «Est\_Set\_Amt».**

The settlement approval process may take six months or more. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower than estimated. **You must make sure your correct mailing address is on file with the Settlement Administrator to ensure that you receive any payment that you may be entitled to.**

**D. Released Claims**

"Released Claims" means any and all claims, causes of action, debts, liabilities, demands, obligations, guarantees or damages that were asserted in the Operative Complaint or which could have been pled based on the factual allegations in the Complaint, against the Released Parties during the Class Period, including but not limited to alleged violations of California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, California Business and Professions Code section 17200, *et seq.*, applicable IWC wage orders and the Fair Labor Standards Act, including nonpayment or under payment of minimum and overtime wages, nonpayment or under payment of premiums for meal or rest period violations, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide accurate and itemized wage statements, failure to reimburse business expenses, unfair or unlawful business practices (including under Business & Professions Code sections 17200, *et seq.*), and related penalties, interest, costs, attorneys' fees, injunctive relief, or declaratory relief

"Released Parties" means Defendant and each and all of its present, former and future controlling persons, parent companies, affiliates, subsidiaries, successors-in-interest, benefit plans sponsored by such companies, shareholders, owners, officers, directors, principals, employees, agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions, predecessors, successors, and assigns.

As of the Effective Date, the Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, hereby compromise, release, resolve, relinquish, discharge, and settle the Released Claims.

**E. Attorneys' Fees and Litigation Expenses**

Class Counsel will seek Attorneys' Fees in an amount not to exceed One Million Two Hundred Sixty Thousand Dollars (\$1,260,000) and Litigation Expenses for reimbursement of actual litigation costs and expenses in an amount not to exceed Twenty-Eight Thousand Dollars (\$28,000), subject to approval by the Court. The Attorneys' Fees and Litigation Expenses awarded by the Court will be paid from the Maximum Settlement Consideration. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Service Payment**

In consideration for his service in connection with the Action, Plaintiff will seek a Service Payment in the amount of Twelve Thousand Dollars (\$12,000), to be paid from the Maximum Settlement Consideration subject to approval by the Court. If awarded, the Service Payment shall be paid to Plaintiff in addition to his Individual Settlement Share under the Settlement.

**G. PAGA Payment**

As explained above, Two Hundred Seventy-Five Thousand Dollars (\$275,000) of the Maximum Settlement Consideration is allocated for penalties pursuant to PAGA ("PAGA Payment"). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Payment (i.e., \$206,250) will be paid to the Labor and Workforce Development Agency and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$68,750) will be distributed on a *pro rata* basis to Settlement Class Members as part of the Net Settlement Consideration.

**H. Settlement Administration**

Payment to the Settlement Administrator, Phoenix Settlement Administrators, is estimated not to exceed Ten Thousand Dollars (\$10,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of distributing this Notice, processing Requests for Exclusion, Objections, and Disputes, calculating Individual Settlement Shares, calculating and remitting applicable taxes, and distributing payments and tax forms under the settlement. The Settlement Administration Costs will be paid from the Maximum Settlement Consideration, subject to approval by the Court.

**IV. WHAT ARE YOUR RIGHTS AND OPTIONS UNDER THE SETTLEMENT?**

**A. Participate in the Settlement**

**If you want to receive money from the Settlement, you do not have to do anything.** You will automatically be issued your Individual Settlement Payment. If you wish to exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator ("Request for Exclusion"). Unless you elect to exclude yourself from the Settlement by submitting a timely and valid Request for Exclusion, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims described in Section III.D above. You will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and litigation expenses.

**B. Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement described in this Notice, you may seek exclusion from the Settlement by submitting a written request to the Settlement Administrator ("Request for Exclusion"). **A timely and complete Request for Exclusion must:** (a) state the case name and number of the Action (*Cesario, et al. v. Hartwell Corporation*, Orange County Case No. 30-2018-00976928-CU-OE-CXC); (b) state the Class Member's full name, address, telephone number, and the last four digits of his/her Social Security number; (c) clearly state that the Class Member intends to opt out of the Settlement; (d) be signed by the Class Member or his/her lawful representative; and (e) be mailed to the Settlement Administrator and postmarked no later than March 3, 2021.

A Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be a Settlement Class Member and will be bound by the Settlement if the Court grants final approval of the Settlement.

**C. Object to the Settlement**

You can object to the terms of the Settlement as long as you have not submitted a timely and valid Request for Exclusion.

If you want to object to the Settlement, you must submit a written objection to the Settlement Administrator ("Objection"). A **complete and timely Objection** must: (a) state the case name and number of the Action (*Cesario, et al. v. Hartwell Corporation*, Orange County Case No. 30-2018-00976928-CU-OE-CXC); (b) state the Settlement Class Member's full name, address, telephone number, and the last four digits of his/her Social Security number; (c) if the Settlement Class Member is represented by counsel, the contact information of said counsel; (d) contain the word "objection" and/or "object" and describe, in clear and concise terms, the Settlement Class Member's objection; (e) be signed by the Settlement Class Member or his/her lawful representative; and (f) be mailed to the Settlement Administrator and postmarked no later than March 3, 2021.

If you submit an Objection, you can hire an attorney at your own expense to represent you in your objection, however, this is not necessary as the Court will hear your objection at the Final Approval Hearing whether or not you have hired an attorney. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, if the Settlement is finally approved by the Court.**

**V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Orange County Superior Court, in Department CX102 of the Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, California 92701, on May 6, 2021 at 2:00 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for Attorneys' Fees, Litigation Expenses, Service Payment, and Settlement Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing.

**VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may view the Settlement Agreement and documents filed in the Action, including the Preliminary Approval Order, online at <http://www.occourts.org/online-services/case-access/> (online access may be subject to a fee) or on the Settlement Administrator's website at <http://www.phoenixclassaction.com/class-action-lawsuits/judgments/>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE SETTLEMENT.**

**YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: (800) 523-5773.**

**YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.**