

LOS ANGELES COUNTY SUPERIOR COURT OF THE STATE OF CALIFORNIA

**NOTICE OF SETTLEMENT OF CLASS ACTION**

**If you were a General Electric International, Inc. (“GEII”) or ABB Inc. non-exempt, non-union, hourly California employee who worked in GE Power (including business divisions formerly known as Energy Connections and Energy Management) at any time between September 11, 2014, and August 26, 2020, a settlement of a class action lawsuit may affect your rights.**

*A California Court has authorized this notice. This is not a solicitation from a lawyer.*

**A hearing regarding a proposed settlement of this class action will be held on January 12, 2021 at 11:00 a.m. at the Los Angeles County Superior Court for the State of California, located at 111 North Hill Street, Los Angeles, CA 90012, Department 96. The hearing will be held to determine whether the proposed settlement is fair, reasonable and adequate. The Court has approved this Notice for distribution.**

- Former NDT Technician Calvin Hansen (“Plaintiff”) has sued GEII and ABB Inc. (together, “Defendants”) alleging class claims for failure to pay overtime, failure to pay minimum wage, failure to provide meal and rest breaks, failure to provide accurate wage statements, failure to timely pay wages, failure to keep accurate business records, failure to reimburse business expenses, and failure to pay all unpaid vacation and other owed wages at termination on behalf of himself and all other GEII or ABB Inc. non-exempt, non-union, hourly California employees who worked in GE Power (including business divisions formerly known as Energy Connections and Energy Management) at any time between September 11, 2014 and August 26, 2020 (“Class Members”).
- Plaintiff has also brought a claim for civil penalties based on the same allegations described above under California’s Private Attorneys General Act (“PAGA”) on behalf of himself and all other GEII or ABB Inc. non-exempt, non-union, hourly California employees who worked in GE Power (including business divisions formerly known as Energy Connections and Energy Management) at any time between July 5, 2017 and August 26, 2020 (the “PAGA Group”).
- This notice informs you that the parties have reached a settlement of the class action and informs you of your choices:

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

**DO NOTHING**

**If you do nothing, you will receive your share of the settlement after the Court grants final approval of the settlement and will be bound by the terms of the settlement and will have released all of the legal claims covered by this action that you may have against GEII, ABB Inc., and any other entities covered by the release below with the sole exception of claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* You will be bound by this release whether or not you cash your check before it becomes void (checks become void if not cashed within 90 calendar days of mailing). Once you cash your check, you will also will have released any and all claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.***

<p style="text-align: center;"><b>DISPUTE THE NUMBER OF WEEKS YOU WORKED</b></p>	<p><b>If you are also a member of the PAGA Group, you will receive a second check for the settlement of PAGA claims. You will be bound by the PAGA portion of the release whether or not you cash this check before it becomes void (which also occurs if not cashed within 90 calendar days of mailing).</b></p>
	<p><b>This Notice contains the number of workweeks that Defendants’ records reflect that you worked as a Class Member in California between September 11, 2014 and August 26, 2020. If you disagree with those workweeks, you may file a written dispute with the Settlement Administrator.</b></p> <p>If you submit a timely written dispute as to the number of workweeks, you should submit written proof proving your dispute. Defendants’ records will be presumed accurate and Defendants will investigate and determine if the dispute appears to be valid. The decision of Defendants will be binding and final. If your dispute is not approved, you will still be able to participate in the settlement.</p>
<p style="text-align: center;"><b>OBJECT TO THE SETTLEMENT</b></p>	<p><b>You may submit a written objection to the terms of the settlement.</b></p> <p>If you submit a timely written objection to the settlement with the Court and serve both Plaintiff’s and Defendants’ counsel with that objection, the Court may consider and may rule on any objection you have to the settlement. You must not opt-out of the settlement to be eligible to file an objection. <b>If you object, regardless of whether your objection is sustained or overruled, you will be able to participate in the settlement.</b></p>
	<p><b>If you do not wish to receive money from the settlement as a Class Member and wish to retain your rights to pursue the non-PAGA Labor Code claims at issue in this lawsuit, you may submit a written request for exclusion to the Settlement Administrator to opt-out from the class action settlement as set forth below.</b></p> <p>By opting out or excluding yourself from the class action, you will not share in any of the class action settlement proceeds and will not be sent a settlement check as part of the class action settlement. You will also not be able to object to any of the terms of the settlement. You will not be bound by any of the non-PAGA terms of the settlement and will not release any of your non-PAGA legal claims against Defendants. If you opt-out of the settlement, your share of the non-PAGA settlement proceeds may be divided up amongst the other Class Members who have not chosen to opt-out.</p> <p><b>NOTE: If you are a member of the PAGA Group, as defined above, you may not opt out of the PAGA Group.</b> If you opt out of the class action settlement, you will remain a member of the PAGA Group but will be excluded from the portion of the settlement relating to claims under the Labor Code. This means that you will receive a check for your allocation of the PAGA portion of the settlement, which will represent a payment for resolving disputed claims for civil penalties that were brought on your behalf, and you will be bound by the PAGA portion of the release whether or not you cash this check before it becomes void.</p>

- Any questions? Read on or call the counsel listed at the end of this Notice. **DO NOT CALL THE COURT.**

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## BASIC INFORMATION

### 1. What is the purpose of this Notice?

Plaintiff and Defendants have reached a settlement of a class action regarding GEII or ABB Inc. non-exempt, non-union, hourly California employees who worked in GE Power (including business divisions formerly known as Energy Connections and Energy Management) at any time between September 11, 2014 and August 26, 2020. Defendants' records show that you are a Class Member covered by this settlement. Judge Anthony Mohr of the Los Angeles County Superior Court of the State of California is overseeing the class action. The lawsuit is known as *Calvin Hansen v. General Electric International Inc., et al.*, Case No. BC713269 ("the Action").

### 2. What is this lawsuit about?

The Action is about disputed wage and hour claims of employees who worked as Class Members in California during the class period. These claims are based on allegations that Class Members worked off-the-clock without timely receiving minimum wage or overtime, that Defendants did not properly provide them with meal and rest breaks, that Defendants' wage statements issued to these employees were inaccurate, that Defendants failed to keep accurate business records, that Defendants did not reimburse for certain necessary business expenses, and that Defendants failed to pay all accrued vacation and any other owed wages at termination. These potential claims go back to September 11, 2014 through August 26, 2020.

This lawsuit also includes a claim for civil penalties for the above alleged violations brought on behalf of the State of California and for which Class Members whose covered workweeks are between July 5, 2017 and August 26, 2020 are entitled by law to receive a pro-rated share of the portion of the settlement allocated for these civil penalties.

You can read Plaintiff's allegations as stated in the Second Amended Complaint, which is available at [www.phoenixclassaction.com/hansen-v-ge/](http://www.phoenixclassaction.com/hansen-v-ge/).

### 3. Why am I receiving Notice?

You have been identified by Defendants as someone who worked as a non-exempt, non-union, hourly California employee and who worked in GE Power (including business divisions formerly known as Energy Connections and Energy Management) at any time between September 11, 2014 and August 26, 2020.

### 4. Has the Court decided who is right?

The Court hasn't decided whether Defendants or the Plaintiff is correct. Defendants and the Plaintiff reached a settlement by mediating the case with a neutral third party, for the sole purpose of resolving the matter and with no admission of liability or wrongdoing by Defendants.

## WHAT ARE THE TERMS OF THE SETTLEMENT?

### 5. Who is paying what for the settlement?

Defendants have agreed to pay \$780,000.00 ("Gross Settlement Value") to settle all claims of Plaintiff, Class Members and Class Counsel.

### 6. How will the settlement be divided?

All Class Members will split a fund of approximately \$397,000.00 ("Net Settlement Amount").

7. What are the requests for attorneys' fees, costs, settlement administration costs and an enhancement award to Plaintiff?

Class Counsel will request that the Court award Attorneys' fees of up to \$273,000. Class Counsel will also request that the Court award proven costs to Class Counsel not to exceed \$15,000. Counsel will also request that the Court award costs for Settlement Administration to be paid to the Settlement Administrator, not to exceed \$4,500. Counsel will also request that the Court award an enhancement fee to Plaintiff for his service, not to exceed \$7,500. Counsel will also ask the Court to authorize payment to the California Labor and Workforce Development Agency in the amount of \$60,000 and payment of \$20,000 to members of the PAGA Group in addition to their share of the Net Settlement Amount. A Reserve Fund of \$3,000 taken from the Gross Settlement Value will be set aside for payment of any disputed, untimely, or self-identified claims.

8. How will the Net Settlement Amount be divided amongst Class Members?

The Net Settlement Amount of up to \$397,000.00 for non-PAGA claims shall be divided between the Class Members based upon the percentage of his or her number of workweeks while working as a GEII or ABB Inc. non-exempt, non-union, hourly California employee in GE Power (including business divisions formerly known as Energy Connections and Energy Management) at any time between September 11, 2014 and August 26, 2020 compared to the total number of weeks worked by all Class Members participating in the settlement. This will allow Claimants who worked more workweeks during the Class Period to receive a higher amount of the settlement.

Settlement payments will be allocated as follows: 1/3 to unpaid wages and 2/3 to interest and penalties. You must pay your own portion of payroll and income taxes on the 1/3 of each settlement payment that is unpaid wages, and such amounts will be withheld from settlement payments. Defendants will pay their share of payroll taxes.

The \$20,000 set aside for members of the PAGA Group will be similarly pro-rated based on the number of weeks worked by all Class Members, including those who have chosen to opt out of the settlement. These payments are treated as civil penalties, not wages, for tax purposes.

You should consult with a tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

9. How many weeks did I work during the class period and what will my approximate recovery be?

The class period began on September 11, 2014, and ended on August 26, 2020. According to Defendants' records, the number of weeks you worked as a Class Member in California during this time period is «**Total\_Weeks**». If you dispute these dates, you should provide written evidence supporting your claim before December 15, 2020 and send to:

*Hansen v. General Electric International, Inc., et al.*  
c/o Phoenix Settlement Administrators  
PO Box 7208  
Orange, CA 92863  
Toll-Free: (800) 523-5773  
Fax: (949) 209-2503

Based on your work dates, the approximate amount of your recovery is: «**ESA\_Before\_Paga**». This amount may change depending on participation in the settlement by all Class Members (e.g., if a Class Member opts out of the settlement, your amount may increase by a percentage of those settlement proceeds). If you are a member of the PAGA Group, your estimated recovery for the PAGA portion of the settlement is: «**PAGA\_Amount**».

**10. What claims would I be releasing if I do not opt out of the settlement?**

Upon Final Approval of the Settlement, each Class Member who has not opted out of the Settlement shall be deemed to have fully, finally, and forever released Releasees<sup>1</sup> from all Settlement Class Released Claims through August 26, 2020. Settlement Class Released Claims are any and all wage and hour claims that accrued as of September 11, 2016 and that have been or could have been asserted in the Action, based on the facts alleged in the Second Amended Complaint including but not limited to any and all claims for overtime, minimum wage, meal and rest breaks, and waiting time penalties, and any and all claims that are derivative or directly related to the foregoing claims, which include any and all claims: for penalties, premium pay, punitive damages, and interest; for failure to furnish accurate wage statements; under California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802; for violation(s) of the California Business & Professions Code; and/or under the common law, such as conversion and unjust enrichment. All Settlement Class Members shall be bound by the release, unless they formally opt-out. All Settlement Class Members who cash their non-PAGA settlement check shall also release any and all claims under the FLSA, including but not limited to claims under 29 U.S.C. § 206, 211(c) and 215(a), including liquidated damages, whether known or unknown, that accrued from September 11, 2015 through the date the check is cashed. By cashing the check, Settlement Class Members will have opted in to the FLSA collective action for settlement purposes.

Members of the PAGA Group shall also be bound by the release of any claims for civil penalties under § 2699 that were or could have been alleged in the Second Amended Complaint even if they have formally opted out of the Class and are no longer bound by the other provisions of the above release that are not claims for civil penalties under § 2699. Settlement is further conditioned upon covenant that members of the PAGA Group will not participate in any proceeding seeking penalties under § 2699 for claims based on facts that were or could have been alleged in the Second Amended Complaint.

The Settlement Class Members shall also be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Settlement Class Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

**YOUR RIGHTS AND OPTIONS**

**11. How do I receive my share of the settlement?**

Your share of the Settlement will be mailed to you upon final approval of the Settlement by the Court. If you are a member of the PAGA Group, you will receive a separate check for the settlement of claims for civil penalties applicable only to members of the PAGA Group.

**12. Can I dispute the number of weeks Defendants claim I worked?**

Yes. If you disagree with the amount of workweeks reported for you in this Notice, you may file a written dispute with the Settlement Administrator by December 15, 2020. If you file a timely written dispute as to the number of work weeks, you should submit written proof proving your dispute. For such disputed claims, Defendants' records will be presumed accurate. If you dispute those records, you will have the burden to establish otherwise.

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<sup>1</sup> "Releasees" means GEII and/or ABB Inc., their predecessors, successors and assigns, their current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and their current and former officers, directors, shareholders, employees (including but not limited to Leif Backlund), agents, representatives and employee benefit programs (including the trustees, administrators, fiduciaries and insurers of such programs).

Defendants will decide all disputes and Defendants' decision will be binding and final. **DO NOT CONTACT THE COURT TO DISPUTE YOUR WORKWEEKS.**

**13. Can I object to the settlement?**

Yes, but only as to the class action portion of the settlement and only if you do not opt out of the settlement. If you do not wish to opt-out of the settlement but disagree with any portion of the class action settlement terms, you have the right to file an objection. If you opt-out of the class action settlement, you will be ineligible to object to any aspect of the settlement.

You may not object to the PAGA portion of the settlement under any circumstances, whether or not you have opted out of the class action settlement. This means that if you qualify as a member of the PAGA Group, you will automatically be bound by the PAGA portion of the settlement if the Court grants final approval of the settlement.

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Claims Administrator no later than December 15, 2020. If you object to the settlement you must state the specific reason for your objection including any legal support, as well as your full name, date of birth, and the dates you worked as an hourly-paid or non-exempt employee of Defendants. The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend and you may ask to speak, but you do not have to attend.

**14. Can I opt out of the settlement?**

Yes, but only to the class action portion of the settlement. You may not opt out of the PAGA portion of the settlement. Class Members who wish to "opt-out" of and be excluded from the class action settlement must submit to the Settlement Administrator a written Request for Exclusion that must be post-marked no later than December 15, 2020. The Request for Exclusion must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the class action settlement.

If you submit a timely and valid Request for Exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any of the Class Member benefits under the Settlement or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Defendants. If you are in the PAGA Group, you will still receive a check with your share of the \$20,000 allocated to settle the PAGA Group's claims for civil penalties and you will be bound by the PAGA portion of the release.

**15. What if I do nothing?**

If you do nothing, you will receive your share under the Settlement from the Net Settlement Fund after the Court has granted final approval as well as your share of the \$20,000 allocated to settle PAGA claims if you are a member of the PAGA Group. If you never cash your settlement check(s), you will still nevertheless be bound by all the terms of the Settlement, including the waiver and release of all Released Claims relating to the Action as set forth above (including the waiver and release of unknown claims) – except for claims under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., which are only released upon cashing the non-PAGA settlement check – and you will be prevented from suing Releasees or participating in any other litigation or class action relating to the matters being settled in this action.

**PROHIBITION AGAINST RETALIATION**

**16. Will I be retaliated for participating in the settlement?**

No. Defendants have agreed to this settlement and will not discriminate or retaliate against any Class Member who accepts benefits under the Settlement. Your participation in this lawsuit will in no way affect your employment relationship with Defendants.

## THE LAWYERS REPRESENTING THE CLASS

### 17. Do I have a lawyer in this case?

Yes. The Court decided that Heather Davis of Protection Law Group LLP and its lawyers are qualified to represent you and all Class Members. Protection Law Group LLP and its attorneys are referred to as “Class Counsel.”

## FINAL SETTLEMENT

### 18. How and when will the Court provide final approval of the settlement?

The Los Angeles County Superior Court for the State of California will hold a hearing on January 12, 2021 at 11:00 a.m. in Department 95, located at 111 North Hill Street, Los Angeles, CA 90012 to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve Class Counsel’s request for attorneys’ fees, costs and expenses, settlement administration costs and an incentive award to the Plaintiff. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you object to the proposed settlement.

### 19. When will I get my settlement check(s)?

If there are no appeals to the settlement and the Court provides final approval, the check(s) will be mailed out approximately 45 days after the Court enters its order following the final approval hearing, currently scheduled for January 12, 2021.

## GETTING MORE INFORMATION

### 20. Are more details available?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

You may visit Phoenix Settlement Administrators’ website at [www.phoenixclassaction.com/hansen-v-ge](http://www.phoenixclassaction.com/hansen-v-ge) where you will find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on the website.

You may also contact Counsel for Plaintiff or Defendants for information about this lawsuit:

- Write or email Class Counsel at:

Heather Davis  
PROTECTION LAW GROUP, LLP  
237 California Street  
El Segundo, CA 90245  
Tel: (424) 290-3094  
Fax: (866) 264-7880  
Email: [heather@protectionlawgroup.com](mailto:heather@protectionlawgroup.com)

- Contact Counsel for Defendants:

Carrie A. Gonell  
Morgan, Lewis & Bockius LLP  
600 Anton Blvd., Suite 1800  
Costa Mesa, CA 92626  
Tel. 1-714-830-0600  
Fax. 1-714-830-0700  
Email: [carrie.gonell@morganlewis.com](mailto:carrie.gonell@morganlewis.com)

**Do not call, write or otherwise contact the Court or anyone employed by the Court.**