

1 HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
2 AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
3 CODY PAYNE, SBN 282342
cody@protectionlawgroup.com
4 KIM N. NGUYEN, SBN 293906
kim@protectionlawgroup.com

5 **PROTECTION LAW GROUP, LLP**

6 136 Main Street, Suite A
El Segundo, California 90245
7 Telephone: (424) 290-3095
8 Facsimile: (866) 264-7880

9 Attorneys for Plaintiff
CALVIN HANSEN

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

12 CALVIN HANSEN, an individual,

13 Plaintiff,

14 vs.

15
16 GENERAL ELECTRIC INTERNATIONAL,
17 INC., a Delaware Corporation; ABB INC., a
18 Delaware Corporation; LEIF BACKLUND,
an individual; and DOES 1 through 50,
19 inclusive,

20 Defendants.

Case No.: BC713269

Hon. Anthony Mohr
Dept. 96

**SUPPLEMENTAL DECLARATION OF
HEATHER DAVIS IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL**

Hearing Date: August 10, 2020
Hearing Time: 1:30 p.m.
Department: 96

Complaint Filed: July 9, 2018
SAC Filed: April 13, 2020

Trial Date: None Set

RESID: 650391841439

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Heather M. Davis, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a partner of the Protection Law Group, LLP, attorneys of record for named Plaintiff Calvin Hansen. I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

Reduction of Settlement Administration Costs from \$15,000 to \$4,500.

2. Pursuant to the Court’s guidance on July 24, 2020, the Parties amended the Notice of Proposed Class Action Settlement (“Notice”) as follows:

a. Page 6, Section 7. Settlement Administration costs was modified to indicate a maximum cost of **\$4,500**; A redline version of the Amended Notice is attached hereto as **“Exhibit A.”** A final version of the Amended Notice is attached hereto as **“Exhibit B.”**

3. Further, pursuant to the Court's guidance the Parties executed an Addendum to the Joint Stipulation of Settlement and Release as follows:

a. Paragraph 36, Page 5, “36. “Settlement Administration Expenses” are those expenses incurred by the Settlement Administrator in effectuating the Settlement, not to exceed \$15,000.” Was amended to reflect “**\$4,500**” replaces “\$15,000.” All other references to this amount shall be consistent with this new definition, which also includes Paragraph 53.v., Page 11, “From the Maximum Settlement Amount, Settlement Administration Expenses in a reasonable amount, not to exceed \$15,000.” “**\$4,500**” replaces “\$15,000.” An executed version of the Addendum to the Joint Stipulation of Settlement and Release is attached hereto as “**Exhibit C**”

1 **Reduction of Plaintiff's Enhancement Fee from \$15,000 to \$7,500.**

2 4. Pursuant to the Court's guidance on July 24, 2020, the Parties amended the Notice
3 as follows:

- 4 a. Page 6, Section 7. enhancement fee to Plaintiff for his service was modified to
5 indicate a maximum cost of **\$7,500**.

6 5. Further, pursuant to the Court's guidance the Parties executed an Addendum to the
7 Joint Stipulation of Settlement and Release as follows:

- 8 a. Paragraph 35, Page 5, "35. "Service Enhancement" means the incentive
9 payments in an amount not to exceed \$15,000 total to the Class
10 Representative." Was amended to reflect "**\$7,500**" to replace "\$15,000." All
11 other references to this amount shall be consistent with this new definition,
12 which also includes Paragraph 53.e., Page 10, "From the Maximum Settlement
13 Amount, provided there is no breach of this Settlement Agreement by Named
14 Plaintiff or his counsel, Named Plaintiff may seek from the Court a Service
15 Enhancement not to exceed \$15,000 for serving as Class Representative,
16 which Defendants will not oppose." "**\$7,500**" to replace "\$15,000."

17
18 **Inclusion of "Objections": "Class Members who object are still eligible to participate in the**
19 **Settlement regardless of how the Court rules on the Class Member's objection."**

20 6. Further, pursuant to the Court's guidance the Parties executed an Addendum to the
21 Joint Stipulation of Settlement and Release as follows:

- 22 a. Paragraph 53.f., The following sentence is added to the end of the paragraph
23 titled "Objections": "Class Members who object are still eligible to
24 participate in the Settlement regardless of how the Court rules on the Class
25 Member's objection."

The Notice Was Bolded Per the Court's Request.

7. Pursuant to the Court's guidance on July 24, 2020, the Parties amended the Notice as follows:

- a. Page 2, Section Entitled "OBJECT TO THE SETTLEMENT" sentence "If your objection is overruled, you will still be able to participate in the settlement." is bold;

The Notice was Revised to Reflect the Correct Distribution Date and Class Counsel

8. The Parties amended the Notice as follows:

- a. Page 10, Section 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 15 days after the Court enters its order following the final approval hearing, currently scheduled for _____.
Was amended to reflect "45 days" replaces "15 days."
- b. Page 11, "Contact Counsel for Chase" was amended to reflect "Contact Counsel for Defendants"

The Settlement Administrator Will Email Class Members Whose Notice is Returned Undeliverable.

9. Pursuant to the Court's guidance on July 24, 2020, the Parties executed an Addendum to the Joint Stipulation of Settlement and Release as follows:

- a. Paragraph 66. The following sentence is added to the end of the paragraph:
"If a Class Notice remains undeliverable, Defendants will provide the personal e-mail addresses to the extent personal email address information exists in Defendants' HR database to the Settlement Administrator for purposes of allowing the Settlement Administrator to serve a Class Notice to that Class Member by email."

**The Notice Envelope Includes “Class Action Settlement – You Are Entitled to Money –
Read Immediately.”**

10. Pursuant to the Court’s guidance on July 24, 2020, the Parties executed an Addendum to the Joint Stipulation of Settlement and Release as follows:

- a. Paragraph 67. The following sentence is added to the end of the paragraph:
“This mailing to Class Members shall be sent in envelopes that have the words “PLEASE READ IMMEDIATELY. THIS IS A COURT-APPROVED NOTICE RELATING TO A SETTLEMENT IN WHICH YOU ARE ENTITLED TO RECEIVE A PAYMENT” printed in bold text on the outside of the envelope.
- b. Additionally, for the Court’s reference, the Notice, on Page 10, Section 20. directs Class Members to the Settlement Administrators Website stating:
You may visit the _____ website at [admin website] 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.”

Loadstar Comparison of Fees Requested

11. Further, pursuant to the Court’s guidance to ensure all concerns regarding attorneys’ fees are addressed prior to the Motion for Final Approval:

- a. A time and task sheet detailing the time spent on different tasks associated with this lawsuit thus far is attached hereto as “**Exhibit D.**” To date, my office has performed substantial work on this matter, prior to and since the commencement of this action. Protection Law Group spent approximately 435.10 hours litigating this case. It is further estimated that my office will need to expend at least another 40 hours to monitor the process leading up to distribution of payments to the class. My office also bears the risk of taking whatever actions are necessary if Defendants fail to pay. It is my opinion that

our requested hourly rates of \$725 for myself, \$625 for Mr. Nayebdadash, \$500 for Mr. Payne, and \$450 for Ms. Nguyen are well within the range of a reasonable rates for attorneys of our skill, knowledge, experience, and ability. Using a blended hourly rate of \$600, the lodestar for my office, to date, is approximately \$261,000. However, my office is only seeking 35% of the common fund (i.e., \$273,000.00). Therefore the requested fees are reasonable in light of the litigation and will be fully briefed in the Motion for Final Approval.

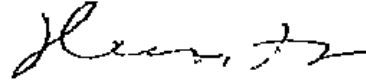
Lodestar Comparison of Fees Requested

12. Further, pursuant to the Court's guidance to ensure all concerns regarding attorneys' costs are addressed prior to the Motion for Final Approval:

- a. To date, my office has borne all the risks and costs of litigation and will not receive any compensation until recovery is obtained by Plaintiff and the Settlement Class. At the time of the drafting of this Motion, Protection Law Group has incurred \$9,024.80 in costs and litigation expenses, as reflected in the attached "**Exhibit E.**" These expenses were reasonable and necessary in the prosecution of this case. Further, I estimate that my office will incur an additional \$360 in costs necessary for the completion of this lawsuit, including the fee for filing this amended motion and supporting documents, fee for filing the Motion for Final Approval, and other costs necessary for the completion of this lawsuit.

Thus, the total costs incurred by my office in prosecuting this action to completion will be substantially less than the \$15,000.00 allocated to costs in the Joint Stipulation of Settlement and Release and provided for in the amendment to the Notice to the Class. Any amount allocated towards Class Counsel's costs not used will be redistributed to the putative class members.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on August 6, 2020 at El Segundo, California.

3
4 

5
6 _____
7 Heather Davis, Esq.
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

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 _____, 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 _____, 202____ at _____ a.m./p.m. at the Los Angeles County Superior Court for the State of California, located at 111 North Hill Street, Los Angeles, CA 90012, Department _____. 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 _____ (“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 _____ (the “PAGA Group”).
- This notice informs you that the parties have reached a settlement of the class action and informs you of your choices:

Deleted: 0

Deleted: 96

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>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 GEIL, 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 <i>et seq.</i> 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 <i>et seq.</i></p> <p>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).</p>
DISPUTE THE NUMBER OF WEEKS YOU WORKED	<p>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 _____. If you disagree with those workweeks, you may file a written dispute with the Settlement Administrator.</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>
OBJECT TO THE SETTLEMENT	<p>You may submit a written objection to the terms of the settlement.</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. <u>If you object, regardless of whether your objection is</u></p>

Deleted: If your objection is overruled, you will still be able to participate in the settlement.

	<u>sustained or overruled, you will be able to participate in the settlement.</u>
OPT-OUT OF THE SETTLEMENT	<p>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.</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>NOTE: If you are a member of the PAGA Group, as defined above, you may not opt out of the PAGA Group. 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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	5
1. What is the purpose of this Notice?	5
2. What is this lawsuit about?	5
3. Why am I receiving this Notice?	5
4. Has the Court decided who is right?	5
WHAT ARE THE TERMS OF THE SETTLEMENT?	6
5. Who is paying what for the settlement?	6
6. How will the settlement be divided?	6

7. What are the requests for attorneys’ fees, costs, settlement administration costs, and enhancement awards to Plaintiffs?	6
8. How will the Net Settlement Amount be divided amongst Class Members?	6
9. How many weeks did I work during the class period and what will my approximate recovery be?	7
10. What claims would I be releasing if I do not opt out of the settlement?	7

YOUR RIGHTS AND OPTIONS	8
11. How do I receive my share of the settlement?	8
12. Can I dispute the number of weeks Defendants claim I worked?	8
13. Can I object to the settlement?	8
14. Can I opt out of the settlement?	9
15. What if I do nothing?	9

PROHIBITION AGAINST RETALIATION	9
16. Will I be retaliated against for participating in the settlement?	9

THE LAWYERS REPRESENTING THE CLASS	10
17. Do I have a lawyer in this case?	10

FINAL SETTLEMENT	10
18. How and when will the Court provide final approval of the settlement?	10
19. When will I get my settlement check(s)?	10

GETTING MORE INFORMATION	10
20. Are more details available?	10

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 _____. 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 _____.

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 _____ 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 [\[settlement administrator webpage\]](#).

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 _____.

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 \$ _____ ("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.

Deleted: 1

Deleted: 5

Deleted: 0

Deleted: 15

Deleted: 0

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

The Net Settlement Amount of up to \$ _____ 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 _____ 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 _____. According to Defendants' records, the number of weeks you worked as a Class Member in California during this time period is _____. If you dispute these dates, you should provide written evidence supporting your claim before _____, 2020 and send to:

_____ CLASS ACTION ADMINISTRATOR
[administrator]
[address, tel and fax]

Based on your work dates, the approximate amount of your recovery is: \$ _____. 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: \$ _____.

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 Releasees¹ from all Settlement Class Released Claims through _____. 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.

¹ "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).

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 _____ 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. 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 [60 calendar days after mailing of notice]. 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 _____ 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 _____, 202____, at 9:15 a.m. in Department _____, 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.

Deleted: 0

Deleted: 96

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 _____.

Deleted: 1

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 the _____ website at [admin website] 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
136 Main Street, Suite A
El Segundo, CA 90245
Tel: (424) 290-3094
Fax: (866) 264-7880
Email: 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

Deleted: Chase

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

EXHIBIT B

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 _____, 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 _____, 202__ at _____ a.m./p.m. at the Los Angeles County Superior Court for the State of California, located at 111 North Hill Street, Los Angeles, CA 90012, Department __. 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 _____ (“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 _____ (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

<p>DO NOTHING</p>	<p>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 <i>et seq.</i> 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 <i>et seq.</i></p> <p>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).</p>
<p>DISPUTE THE NUMBER OF WEEKS YOU WORKED</p>	<p>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 _____. If you disagree with those workweeks, you may file a written dispute with the Settlement Administrator.</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>OBJECT TO THE SETTLEMENT</p>	<p>You may submit a written objection to the terms of the settlement.</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. If you object, regardless of whether your objection is</p>

	sustained or overruled, you will be able to participate in the settlement.
OPT-OUT OF THE SETTLEMENT	<p>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.</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>NOTE: If you are a member of the PAGA Group, as defined above, you may not opt out of the PAGA Group. 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.**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	5
1. What is the purpose of this Notice?	5
2. What is this lawsuit about?	5
3. Why am I receiving this Notice?	5
4. Has the Court decided who is right?	5
WHAT ARE THE TERMS OF THE SETTLEMENT?	6
5. Who is paying what for the settlement?	6
6. How will the settlement be divided?	6

7. What are the requests for attorneys' fees, costs, settlement administration costs, and enhancement awards to Plaintiffs?	6
8. How will the Net Settlement Amount be divided amongst Class Members?	6
9. How many weeks did I work during the class period and what will my approximate recovery be?	7
10. What claims would I be releasing if I do not opt out of the settlement?	7
 YOUR RIGHTS AND OPTIONS	 8
11. How do I receive my share of the settlement?	8
12. Can I dispute the number of weeks Defendants claim I worked?	8
13. Can I object to the settlement?	8
14. Can I opt out of the settlement?	9
15. What if I do nothing?	9
 PROHIBITION AGAINST RETALIATION	 9
16. Will I be retaliated against for participating in the settlement?	9
 THE LAWYERS REPRESENTING THE CLASS	 10
17. Do I have a lawyer in this case?	10
 FINAL SETTLEMENT	 10
18. How and when will the Court provide final approval of the settlement?	10
19. When will I get my settlement check(s)?	10
 GETTING MORE INFORMATION	 10
20. Are more details available?	10

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 _____. 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 _____.

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 _____ 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 [\[settlement administrator webpage\]](#).

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 _____.

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 \$_____ (“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 \$_____ 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 _____ 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 _____. According to Defendants' records, the number of weeks you worked as a Class Member in California during this time period is _____. If you dispute these dates, you should provide written evidence supporting your claim before _____, 2020 and send to:

_____ CLASS ACTION ADMINISTRATOR
[administrator]
[address, tel and fax]

Based on your work dates, the approximate amount of your recovery is: \$ _____. 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: \$ _____.

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 Releasees¹ from all Settlement Class Released Claims through _____. 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.

¹ "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).

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 _____ 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. 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 [60 calendar days after mailing of notice]. 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 _____ 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 _____, 202__, at 9:15 a.m. in Department __, 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 _____.

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 the _____ website at [admin website] 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
136 Main Street, Suite A
El Segundo, CA 90245
Tel: (424) 290-3094
Fax: (866) 264-7880
Email: 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

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

EXHIBIT C

MORGAN, LEWIS & BOCKIUS LLP
Carrie A. Gonell, Bar No. 257163
Alexander L. Grodan, Bar No. 261374
600 Anton Boulevard
Suite 1800
Costa Mesa, CA 92626-7653
Tel: +1.714.830.0600
Fax: +1.714.830.0700
carrie.gonell@morganlewis.com
alexander.grodan@morganlewis.com

Attorneys for Defendants
GENERAL ELECTRIC INTERNATIONAL, INC.;
ABB INC.; and LEIF BACKLUND

PROTECTION LAW GROUP, LLP
Amir Nayebdadash, Esq., Bar No. 232204
Cody Payne, Esq., Bar No. 282342
Kim Nguyen, Esq., Bar No. 293906
136 Main Street, Suite A
El Segundo, CA 90245
Phone: 424-290-3094
Fax: 866-264-7880
amir@protectionlawgroup.com
cody@protectionlawgroup.com
kim@protectionlawgroup.com

Attorneys for Plaintiff
CALVIN HANSEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CALVIN HANSEN, an individual,

Plaintiff,

vs.

GENERAL ELECTRIC INTERNATIONAL,
INC., a Delaware Corporation; ABB INC., a
Delaware Corporation; LEIF BACKLUND, an
individual; and DOES 1 through 50, inclusive,

Defendants.

Case No. BC713269

Hon. Anthony Mohr
Dept: 96

**ADDENDUM TO JOINT
STIPULATION OF SETTLEMENT
AND RELEASE**

1 **ADDENDUM TO JOINT STIPULATION OF SETTLEMENT AND RELEASE**

2 This Addendum to the Joint Stipulation of Settlement and Release (hereinafter
3 “Addendum to Settlement Agreement”) is made and entered into by and between the following
4 parties: Plaintiff Calvin Hansen (“Plaintiff”), Defendants General Electric International, Inc.
5 (“GEI”) and ABB Inc. (“ABB”) (together, “Defendants”) (collectively, the “Parties”), and their
6 respective counsel of record. This Addendum to the Settlement Agreement modifies the Parties’
7 Joint Stipulation of Settlement and Release, filed with the Court on April 22, 2020, as follows:

- 8 • Paragraph 35: “\$7,500” replaces “\$15,000” in the definition of “Service
9 Enhancement.” All other references to this amount shall be consistent with this
10 new definition.
- 11 • Paragraph 36: “\$4,500” replaces “\$15,000” in the definition of “Settlement
12 Administration Expenses.” All other references to this amount shall be
13 consistent with this new definition.
- 14 • Paragraph 53.f.: The following sentence is added to the end of the paragraph
15 titled “Objections”: “Class Members who object are still eligible to participate in
16 the Settlement regardless of how the Court rules on the Class Member’s
17 objection.”
- 18 • Paragraph 66: The following sentence is added to the end of the paragraph: “If a
19 Class Notice remains undeliverable, Defendants will provide the personal e-mail
20 addresses to the extent personal email address information exists in Defendants’
21 HR database to the Settlement Administrator for purposes of allowing the
22 Settlement Administrator to serve a Class Notice to that Class Member by
23 email.”
- 24 • Paragraph 67: The following sentence is added to the end of the paragraph:
25 “This mailing to Class Members shall be sent in envelopes that have the words
26 **“PLEASE READ IMMEDIATELY. THIS IS A COURT-APPROVED**
27 **NOTICE RELATING TO A SETTLEMENT IN WHICH YOU ARE**
28 **ENTITLED TO RECEIVE A PAYMENT”** printed in bold text on the outside

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

of the envelope.

- Exhibit A (Class Notice) to the Settlement Agreement is modified as set forth in Exhibit 1 to this Addendum to the Settlement Agreement.

Dated: August 6, 2020

MORGAN, LEWIS & BOCKIUS LLP

By /s/ Alexander Grodan
Carrie A. Gonell
Alexander L. Grodan
Attorneys for Defendant

Dated: August 6, 2020

PROTECTION LAW GROUP, LLP

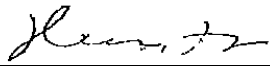
By 
Heather Davis
Amir Nayebedadash
Cody Payne
Kim Nguyen
Attorneys for Plaintiff

EXHIBIT A

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 _____, 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 _____, 202__ at _____ a.m./p.m. at the Los Angeles County Superior Court for the State of California, located at 111 North Hill Street, Los Angeles, CA 90012, Department __. 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 _____ (“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 _____ (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

<p>DO NOTHING</p>	<p>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 <i>et seq.</i> 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 <i>et seq.</i></p> <p>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).</p>
<p>DISPUTE THE NUMBER OF WEEKS YOU WORKED</p>	<p>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 _____. If you disagree with those workweeks, you may file a written dispute with the Settlement Administrator.</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>OBJECT TO THE SETTLEMENT</p>	<p>You may submit a written objection to the terms of the settlement.</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. If you object, regardless of whether your objection is</p>

	sustained or overruled, you will be able to participate in the settlement.
OPT-OUT OF THE SETTLEMENT	<p>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.</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>NOTE: If you are a member of the PAGA Group, as defined above, you may not opt out of the PAGA Group. 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.**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	5
1. What is the purpose of this Notice?	5
2. What is this lawsuit about?	5
3. Why am I receiving this Notice?	5
4. Has the Court decided who is right?	5
WHAT ARE THE TERMS OF THE SETTLEMENT?	6
5. Who is paying what for the settlement?	6
6. How will the settlement be divided?	6

7. What are the requests for attorneys' fees, costs, settlement administration costs, and enhancement awards to Plaintiffs?	6
8. How will the Net Settlement Amount be divided amongst Class Members?	6
9. How many weeks did I work during the class period and what will my approximate recovery be?	7
10. What claims would I be releasing if I do not opt out of the settlement?	7
 YOUR RIGHTS AND OPTIONS	 8
11. How do I receive my share of the settlement?	8
12. Can I dispute the number of weeks Defendants claim I worked?	8
13. Can I object to the settlement?	8
14. Can I opt out of the settlement?	9
15. What if I do nothing?	9
 PROHIBITION AGAINST RETALIATION	 9
16. Will I be retaliated against for participating in the settlement?	9
 THE LAWYERS REPRESENTING THE CLASS	 10
17. Do I have a lawyer in this case?	10
 FINAL SETTLEMENT	 10
18. How and when will the Court provide final approval of the settlement?	10
19. When will I get my settlement check(s)?	10
 GETTING MORE INFORMATION	 10
20. Are more details available?	10

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 _____. 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 _____.

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 _____ 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 [\[settlement administrator webpage\]](#).

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 _____.

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 \$_____ (“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 \$_____ 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 _____ 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 _____. According to Defendants' records, the number of weeks you worked as a Class Member in California during this time period is _____. If you dispute these dates, you should provide written evidence supporting your claim before _____, 2020 and send to:

_____ CLASS ACTION ADMINISTRATOR
[administrator]
[address, tel and fax]

Based on your work dates, the approximate amount of your recovery is: \$ _____. 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: \$ _____.

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 Releasees¹ from all Settlement Class Released Claims through _____. 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.

¹ "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).

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 _____ 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. 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 [60 calendar days after mailing of notice]. 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 _____ 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 _____, 202__, at 9:15 a.m. in Department __, 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 _____.

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 the _____ website at [admin website] 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
136 Main Street, Suite A
El Segundo, CA 90245
Tel: (424) 290-3094
Fax: (866) 264-7880
Email: 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

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

EXHIBIT D

HANSEN V. GENERAL ELECTRIC INTERNATIONAL, INC. ET AL.
(LOS ANGELES COUNTY SUPERIOR COURT CASE NO. BC713269)
ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP LLP
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on PAGA Elements	15
Pre-Lawsuit Investigation of the Merits of Plaintiff Calvin Hansen’s Labor Code Violation Claims and the Merits of the Claims of the Aggrieved Employees, including Review of Personnel File Documents, including payroll and time records, for 26 Years of Employment	15
Pre-Lawsuit Investigation of Potential Damages Exposure of Defendant General Electric International, Inc. (“Defendant”) with Respect to the Damages Sustained by Plaintiff and Aggrieved Employees	7
Pre-Lawsuit Legal Research & Analysis of Latest Off-the-Clock, Meal and Rest Break Law, and Certification Decisions in California, including all New Relevant DLSE Materials	8
Investigation of Defendant and the Industry in which Defendant Operates	3
Investigation of Defendants’ Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	6
Research and Investigation Re: Identification and Location of Individually-Named Defendant Leif Backlund for Service of Summons and Complaint	2
Research and Investigation Re: Defendants’ Policies, Practices, and Procedures Relating to Reporting Time, Timekeeping, Meal/Rest Breaks, Overtime Compensation, and Reimbursement of Business-Related Expenses	8

Investigation of Defendants' Organization and Corporate Structure, and Executive Reporting Structure as It Related to the Employment and Management of the Aggrieved Employees	4
Research and Analysis of Potential Defenses Defendants May Raise, Including De Minimis Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	6
Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important Individual Labor Code Violations, PAGA Damages Analysis, Liability, and Damages	12
Meet and Communicate with Plaintiff Calvin Hansen ("Plaintiff") throughout the Pendency of the Case, including multiple in person conferences regarding the alleged Labor Code violations and review of the relevant documents produced.	25
Locate, Contact, and Communicate with Potential Percipient Witnesses/Aggrieved Employees	8
Pleadings and Filings with Court	
Draft Plaintiff Hansen's Complaint for Labor Code Violations and Legal Research and Analysis of All Claims Involved (filed July 9, 2018)	9.5
Review Court's Notice of Case of Case Management Conference (filed August 30, 2018) and prepare Notice of Case Management Conference	0.10

Draft Plaintiff Hansen's First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Claims Involved (filed September 10, 2018)	3.5
Review and Analyze Defendants Answer to Plaintiff's Complaint and Research Affirmative Defenses (filed October 17, 2018)	3.5
Review Court's Notice of Case of Case Reassignment (filed November 5, 2018) and prepare Notice of Reassignment	0.10
Review Court's Notice of Continuance of Hearing and Order (filed November 7, 2018) and prepare Notice of Continuance of Hearing and Order	0.10
Draft Plaintiff's Case Management Statement (filed November 27, 2018)	0.25
Review and Revise Stipulation to Continue Case Management Conference; [Proposed] Order (filed December 7, 2018)	0.5
Review and Revise Stipulation to Stay Action Pending Mediation; [Proposed] Order (filed February 4, 2019)	0.75
Review Court's Notice of Continuance of Hearing and Order (filed April 2, 2019) and prepare Notice of Continuance	0.10
Review and Revise Joint Status Report (filed October 15, 2019)	0.75
Draft, Meet and Confer, and Revise Plaintiff Hansen's Second Amended Complaint including Class Action and FLSA Claims and Legal Research and Analysis of All Claims Involved (filed April 13, 2020)	12.5
Review Court's Order Continuing Motion for Preliminary Approval of Class Action and PAGA Settlement and Further Status Conference (filed April 22, 2020) and prepare Notice of Continuance of Hearing and Order	0.10

Draft Revised Notice and Declaration of Heather Davis in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement (anticipated)	2.5
Review Order Granting Preliminary Approval of Class Action and PAGA Settlement (anticipated)	0.10
Appearances	
Prepare for, Travel to/from and Attend Case Management Conference (January 17, 2019)	5
Prepare for Travel to/from and Attend Further Status Conference (June 26, 2019)	3
Prepare for Travel to/from and Attend Further Status Conference (October 16, 2019)	3
Prepare for Travel to/from and Attend Further Status Conference (January 30, 2020)	3
Prepare for Travel to/from and Attend Further Status Conference (February 26, 2020)	3
Prepare for and Attend Hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement	4.5
Prepare for, Travel to/from, and Attend Hearing on Plaintiff's Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Litigation Expenses, and Enhancement Payment (Anticipated)	4.5
Discovery and Deposition	
Draft Plaintiff's Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), and Requests for Production (Set One) to Defendant General Electric International, Inc. (served September 24, 2018)	9
Draft Plaintiff's Notice of Deposition of Defendants Person Most Qualified (served September 24, 2018)	1.5

Review Defendant's Interrogatories and Requests for Production of Documents (served December 6, 2018)	0.75
Draft Responses to Defendant's Interrogatories and Requests for Production of Documents, including Conference with Plaintiff Calvin Hansen to Discuss and Review Responses (served January 24, 2019)	15.5
Prepare, Review, and Redact Approximately 500 Pages of Document Production in Response to Defendant's Requests for Production of Documents.	7.5
Review Defendant's Responses to Plaintiff's Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), and Requests for Production (Set One) and Document Production (served November 5, 2018)	12
Letters and Correspondence	
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Calvin Hansen for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served July 5, 2018)	3.5
Telephonic Conference, Meeting, and Drafting Responses to Counsel for Metrolink regarding Deposition Subpoena of Plaintiff Calvin Hansen via Subpoena	6
Meet with Defendants' Counsel, Draft Correspondence to Defendants' Counsel, and Respond to Correspondence from Defendants' Counsel	25
Draft Correspondence to and Respondent to Correspondence from Third Party Settlement Administrator, Phoenix Settlement Administrators, Regarding Settlement Administration	4.5
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Produced by Defendant in advance of September 17, 2019, Mediation with Deborah Crandall Saxe Esq.	24

<ul style="list-style-type: none"> • Time Records • Wage/Earnings Records • Policies and Procedures 	
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Mediation Brief, and Performing Damages Analysis/Calculations (submitted on September 13, 2019)	33
Travel to/from and Attend Mediation (September 17, 2019; Irvine, California)	12
Draft, Revise, Negotiate, and Finalize Individual Settlement Agreement and Joint Stipulation of Class Action and PAGA Settlement, and Draft Notice of Class Action and PAGA Settlement following the Mediation including Numerous Calls and Correspondence with Mediator and Opposing Counsel (executed April 22, 2020)	45
Law and Motion	
Review and Meet and Confer re Defendant's Ex Parte Application to Continue Date for Motion for Preliminary Approval (filed December 2, 2019)	2.5
Research and Draft Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement, Declaration of Heather Davis in Support Thereof, and [Proposed] Order Thereon (filed April 22, 2020)	24
Review and Analyze Settlement Administrator's Declaration Regarding Settlement Notice Administration; and Research and Draft Plaintiff's Motion for Final Approval of Class Action Settlement and PAGA Settlement; Declaration of Heather Davis in Support Thereof; Declaration of Calvin Hansen in Support Thereof; and [Proposed] Final Approval Order and Judgment (Anticipated)	28
Total Hours:	435.1

EXHIBIT E

Protection Law Group, LLP

136 Main Street

Suite A

El Segundo, CA 90245

Telephone: (424) 290 - 3095

Fax: (866) 264 - 7880

Calvin Hansen

8/5/20

Costs Incurred - Protection Law Group, LLP

<u>Date</u>	<u>Description</u>	
7/9/18	Filing Fee: Summons and Complaint	\$743.19
8/18/18	Filing Fee: LWDA PAGA Letter	\$75.00
9/5/18	Process Fee: Service of Summons and Complaint	\$114.00
9/10/18	Filing Fee: First Amended Complaint	\$66.13
9/12/18	Filing Fee: Proof of Service Notice of Case Management Statement	\$64.88
9/12/18	Process Fee: Summons, Complaint, Civil Case Cover Sheet, ADR	\$100.51
10/10/18	Filing Fee: Proof of Services of Summons, General Electric	\$88.69
10/10/18	Filing Fee: Proof of Services of Summons, Leif Backlund	\$30.06
10/29/18	Filing Fee: Case Management Statement	\$64.38
11/9/18	Filing Fee: Proof of Service - Notice of Continuance of Hearing	\$92.19
11/28/18	Filing Fee: Case Management Statement	\$60.88
1/17/19	Parking Fee: Case Management Conference	\$12.00
1/17/19	Mileage Fee: Case Management Conference	\$20.79
4/10/19	Filing Fee: Proof of Service - Notice of Continuance of FSC	\$60.75
6/27/19	Parking Fee: Further Status Conference	\$20.00
6/27/19	Mileage Fee: Further Status Conference	\$21.01
7/30/19	Mediation Fee: Deborah Saxe, Esq.	\$5,450.00
9/16/19	Expert Fee: Codici Document Analysis	\$870.00
9/17/19	Parking Fee: Mediation in Irvine, CA (KNN)	\$10.00
9/17/19	Mileage Fee: Mediation in Irvine, CA (KNN)	\$51.37
9/17/19	Parking Fee: Mediation in Irvine, CA (CLP)	\$10.00
9/17/19	Mileage Fee: Mediation in Irvine, CA (CLP)	\$51.37
9/19/19	CRS Reservation: Motion for PAGA Approval	\$61.65
9/19/19	CRS Reservation: Motion for Leave to Amend Complaint	\$61.65
10/16/19	Parking Fee: Further Status Conference	\$17.50
10/16/19	Mileage Fee: Further Status Conference	\$21.12
11/5/19	Mediation Fee: Adjusted Fee Increase	\$500.00
12/2/19	CRS Rescheduling Fee: Motion for PAGA Approval to 1/30/20	\$20.55
1/20/20	CRS Rescheduling Fee: Motion for PAGA Approval to 2/26/20	\$20.55
1/30/20	Parking Fee: Further Status Conference	\$20.00
1/17/19	Mileage Fee: Further Status Conference	\$20.79
2/11/20	CRS Rescheduling Fee: Motion for PAGA Approval to 5/6/20	\$20.55
4/3/20	Filing Fee: Second Amended Complaint	\$88.44
4/13/20	Filing Fee: Proof of Service of Second Amended Complaint	\$47.40
4/22/20	Filing Fee: Unopposed MPA, Declaration, Order, POS	\$47.40

Total Costs Incurred

\$9,024.80