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20 Attorneys for Plaintiffs

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

23 JONATHAN GIANNOULIS, et al.

24 Plaintiff

25 v.

26 DIRECTV, LLC,

27 Defendant

Case No. BC596668

CLASS ACTION

[Assigned for all purposes to The Honorable
Maren E. Nelson, Spring Street Dept. 17]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT; APPROVING FORM
OF NOTICE TO THE CLASS; AND
SETTING HEARING FOR FINAL
APPROVAL HEARING**

Date: October 26, 2021
Time: 9:00 a.m.
Dept: Spring Street Dept. 17
Judge: Hon. Maren Nelson

Action Filed: October 1, 2015
Trial Date: N/A

1 The unopposed motion of plaintiffs Jonathan Giannoulis and Deshon Allen for
2 preliminary approval of class and PAGA action settlement and for provisional certification of a
3 settlement class came on for hearing in Spring Street Department 17 of this Court on October 26,
4 2021. George Hanson of Stueve Siegel Hanson LLP, J. Toji Calabro of Calabro Law Office, and
5 Brad Lear of LearWerts LLP, appeared on behalf of plaintiffs. Raymond Bertrand and James de
6 Haan of Paul Hastings LLP appeared on behalf of defendant.

7 Having read the motion, the memoranda, and the declarations filed by the parties, and
8 having heard argument of counsel, this Court finds:

- 9 (1) That the parties have stipulated to a settlement class;
- 10 (2) It is impracticable to bring all members of the class before the Court;
- 11 (3) The class is ascertainable and is sufficiently numerous to warrant class treatment;
- 12 (4) The questions of law or fact common to the settlement class are substantially similar
13 and predominate over the questions affecting the individual members;
- 14 (5) The representative plaintiffs will fairly and adequately protect the interests of the class;
15 and
- 16 (6) A class action is the superior means for adjudicating the claims in the litigation.

17 This Court further finds that the proposed settlement appears within the range of possible
18 approval, and that a hearing should be held after notice to the settlement class of the proposed
19 settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and
20 adequate and if an Order Granting Final Approval and Final Judgment should be entered in this
21 Action based upon the Settlement Agreement.

22
23 **THEREFORE, IT IS ORDERED THAT:**

- 24 1. The Court finds, solely for purposes of considering this Settlement, that the
25 requirements of Code of Civil Procedure § 382 appear to be satisfied, including
26 requirements for the existence of an ascertainable class, a community of interest,
27 and manageability of a settlement class, that common issues of law and fact
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predominate, and that a settlement class is superior to alternative means of resolving the claims and disputes at issue in this action.

2. The Court provisionally certifies the following Settlement Class:

All current, former, or prospective workers who were assigned a Technician ID number in the Siebel system, and who installed, serviced, and/or repaired DIRECTV systems in the State of California but were not classified by DIRECTV or any Home Service Provider as W-2 employees during the Covered Period—excluding individuals who (1) performed work through White Communications, LLC, but only during the time they were performing such work; or (2) had claims against DIRECTV pending in the United States District Court for the Central District of California as of August 13, 2020. The “Covered Period” is the time between October 1, 2011, to the date the Court preliminarily approves this Settlement.

3. The Settlement Agreement and the settlement contained therein are preliminarily approved as within the range of possible approval.

4. The Court approves, as to form and content, the Notice of Proposed Settlement (“the Class Notice”) attached hereto as Exhibit A. The Class Notice meets the requirements of section 382 of the Code of Civil Procedure, Rule 1856 of the California Rules of Court, and due process. The Settlement Administrator, ILYM Group, Inc., shall, as soon as practicable, but no later than 21 days following the signing of this Order, cause the Class Notice to be distributed to the Settlement Class as follows:

a. The Settlement Administrator shall have run a check of the Settlement Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List (“NCOA”). No later than 21 days following the signing of this Order, the Settlement Administrator will send the Class Notice to each Settlement Class Member for whom it has reliable contact information. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Settlement Class Members and re-send the notices.

- 1 b. Settlement Website. No later than 21 days following the signing of this Order,
2 the Settlement Administrator will publish a website that disseminates the
3 operative Complaint, Notice, Settlement Agreement, a copy of this preliminary
4 approval order, all papers filed in connection with the motion for preliminary
5 approval, and a form by which potential Settlement Class Members may self-
6 identify themselves as a member of the Settlement Class.
- 7 c. Social Media Notice. No later than 21 days following the signing of this Order,
8 the Settlement Administrator will run ads on Facebook targeting users in
9 California that (i) states “If you worked as an independent contractor in
10 California installing or repairing DIRECTV equipment between October 1,
11 2011, to [the date of preliminary approval], you may be entitled to money from
12 a recent settlement. Click here for more information.” and (ii) provides a link
13 to the Settlement Website. These ads will run for 45 consecutive days.
- 14 d. Publication Notice. No later than 21 days following the signing of this Order,
15 the Settlement Administrator will publish a Summary Notice in one or more
16 trade journals reasonably believed to be commonly reviewed by installation
17 technicians, either online or in print. The Court approves, as to form and
18 content, the Summary Notice that will read as follows: “**ATTENTION**
19 **CONTRACTORS WHO INSTALLED DIRECTV SYSTEMS** If you
20 worked as an independent contractor in California installing or repairing
21 DIRECTV equipment between October 1, 2011, to [insert date of preliminary
22 approval], you may be entitled to money from a recent settlement. For more
23 information please visit dtvtechsettlement.com or call toll free [insert toll free
24 settlement information number].”

- 25 5. The distribution of the Class Notices as directed in this Order constitutes the best
26 notice practicable under the circumstances and sufficient notice to all members of
27 the Settlement Class.

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- 6. The costs and expenses of printing and mailing the Class Notice shall be paid by the Settlement Administrator, subject to the provisions of the Settlement Agreement.
- 7. The Final Approval Hearing (“the Hearing”) shall commence on _____, at _____ at _____, as set forth in the Class Notice. The purpose of the hearing is to determine whether the proposed settlement of this Action is fair, reasonable, and adequate and should be finally approved. The Court will also consider whether applications for plaintiffs' attorneys' fees and expenses and incentive awards to the representative plaintiffs should be granted and if so, in what amounts. To ensure that all interested persons have been heard and all matters considered, the Hearing may continue on an additional date or dates at the court's discretion, upon proper notice. If the hearing is rescheduled, the Settlement Administrator shall mail notice to the last known addresses of all class members. All notices to the class regarding the hearing will include the then-most current information regarding the Court’s COVID protocols.
- 8. Plaintiffs' briefs and supporting papers in support of the proposed settlement, and application for an award of fees and expenses to Class Counsel and incentive awards to the representative plaintiffs, shall be filed with the Court _____ days prior to the Hearing. After the Hearing, the Court may enter an Order Approving Class Settlement and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all class members.
- 9. Any member of the Settlement Class who has not timely elected to be excluded from the Settlement Class, and who objects to approval of the proposed settlement, including any application for attorneys' fees and expenses and incentive awards to the named plaintiffs, may appear at the Hearing in person or through counsel to explain why the proposed settlement should not be approved as fair, reasonable, and adequate.

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10. Notice of intent to object, and papers or briefs in support of objection, may be—
but are not required to be—submitted in support of said objections by mailing them
to the Settlement Administrator, postmarked no later than _____.
11. Any Settlement Class member who does not make an objection to the settlement
in a manner provided herein shall be deemed to have waived any such objection
by appeal, collateral attack, or otherwise.
12. All discovery and other pretrial proceedings in this Action are stayed and
suspended until further order of this Court, except such actions as may be
necessary to implement the Settlement Agreement and this Order.
13. In the event that the proposed settlement as provided in the Settlement Agreement
is not approved by the Court, or for any reason the parties fail to obtain an Order
Approving Class Settlement and Final Judgment as contemplated in the Settlement
Agreement, or the Settlement Agreement is terminated pursuant to its terms, then
the Settlement Agreement and all orders entered in connection therewith shall
become null and void and of no further force and effect, and shall not be used or
referred to for any purposes whatsoever. In such event, the Settlement Agreement
and all negotiations and proceedings relating thereto shall be withdrawn without
prejudice as to the rights of any and all parties thereto.
14. Dates for performance:

Date	Event
Within 5 days of Preliminary Approval	DIRECTV to provide Settlement Administrator and Class Counsel the Settlement Group Member Data (SA ¶ 29)
Within 21 days of Preliminary Approval	Notice Period Commences <ul style="list-style-type: none">- Settlement Administrator to mail Class Notice- Settlement Administrator to publish website with required information and forms for self-identification- Settlement Administrator to run Facebook ads- Settlement Administrator to publish summary notice in trade journal(s) (SA ¶ 31)

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Date	Event
60 Days after Notice Period Commences	Notice Period Ends (SA ¶ 31) Last Day to Opt Out of the Settlement Class (SA ¶ 32)
10 Days after Notice Period Ends	Settlement Administrator to provide the Parties a complete list of all identified Settlement Class Members, objectors, and opt-outs (SA ¶ 34)
[TBD]	Date of Final Approval Hearing
Within 5 days of Final Approval	Settlement Administrator will provide DIRECTV with wire information and tax forms to fund the settlement (SA ¶ 29)
Within 21 days of Settlement Administrator providing wire instructions	DIRECTV to wire Total Settlement Amount to the Settlement Administrator (SA ¶ 29)
Within 14 days of DIRECTV Transferring the Total Settlement Amount to the Settlement Administrator	Settlement Administrator to distribute funds to: <ul style="list-style-type: none"> - Settlement Class Members with valid addresses - Service Payments to Named Plaintiffs - California Labor and Workforce Development Agency - Class Counsel - Settlement Administrator (SA ¶ 38)
120 Days after Final Approval	Self-Identification Period Ends (SA ¶ 33)
10 Days after Self-Identification Period ends	Settlement Administrator to provide the Parties with an updated list of all Settlement Class Members (SA ¶ 34)
180 Days after Final Approval	Settlement Administrator to distribute remaining funds (SA ¶ 38)

Date

THE HONORABLE MAREN NELSON
Judge of the Superior Court

Exhibit A

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12 Attorneys for Plaintiffs

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

16 JONATHAN GIANNOULIS, et al.

17 Plaintiff

19 v.

21 DIRECTV, LLC,

22 Defendant

Case No. BC596668

CLASS ACTION

[Assigned for all purposes to The Honorable
Maren E. Nelson, Spring Street Dept. 17]

**PROPOSED NOTICE TO CLASS
MEMBERS OF PROPOSED
SETTLEMENT**

Date: October 26, 2021
Time: 9:00 a.m.
Dept: Spring Street Dept. 17
Judge: Hon. Maren Nelson

Action Filed: October 1, 2015
Trial Date: N/A

1 **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

2

3 **TO: All current, former, or prospective workers who were assigned a Technician ID**

4 **number in the Siebel system, and who installed, serviced, and/or repaired DIRECTV**

5 **systems in the State of California but were not classified by DIRECTV or any Home Service**

6 **Provider as W-2 employees during the Covered Period—excluding individuals who (1)**

7 **performed work through White Communications, LLC, but only during the time they were**

8 **performing such work; or (2) had claims against DIRECTV pending in the United States**

9 **District Court for the Central District of California as of August 13, 2020. The “Covered**

10 **Period” is the time between October 1, 2011, to the date the Court preliminarily approves**

11 **this Settlement.**

12

13 **1. What Is the Purpose of This Notice?**

14 You are receiving this notice because your rights may be affected by the settlement of a

15 class action lawsuit.

16

17 **2. What Is This Case About?**

18 The lawsuit against DIRECTV, LLC alleges that DIRECTV misclassified technicians

19 who installed and serviced DIRECTV equipment as “independent contractors,” and failed to

20 provide them with compensation and other benefits California law requires employers to provide

21 to employees, such as the failure to pay for all hours worked, failure to pay overtime, failure to

22 pay minimum wage, failure to provide meal and rest periods, the imposition of unlawful wage

23 deductions (chargebacks), failure to furnish wage statements, failure to reimburse necessary

24 business expenses, and failure to pay wages due on discharge, layoff, or resignation. Plaintiffs

25 also assert claims against DIRECTV for unfair business practices and under the Private Attorney

26 General Act, Labor Code § 2698 *et seq.*, (“PAGA”), in which the named Plaintiffs have been

27 deputized by the State of California to sue DIRECTV for civil penalties arising out of alleged

28 violations of the California Labor Code.

1 DIRECTV denies these allegations and asserts that, at all times, its actions and business
2 practices have been lawful and appropriate.

3 The Court has not yet ruled on the merits of the claims. This means that there has been no
4 ruling as to who wins and who loses.

5 If you want to see a copy of the Class Action Complaint, go to the Settlement Website at
6 www.dtvtechsettlement.com, or you may call the Attorneys representing the class using the
7 contact information provided below.

8
9 **3. Who Is Included In The Class Affected By This Settlement?**

10 The class of persons and entities affected by this settlement (the “Settlement Class”) is
11 defined as follows:

12 All current, former, or prospective workers who were assigned a Technician ID number
13 in the Siebel system, and who installed, serviced, and/or repaired DIRECTV systems in the State
14 of California but were not classified by DIRECTV or any Home Service Provider as W-2
15 employees during the Covered Period—excluding individuals who (1) performed work through
16 White Communications, LLC, but only during the time they were performing such work; or (2)
17 had claims against DIRECTV pending in the United States District Court for the Central District
18 of California as of August 13, 2020. The “Covered Period” is the time between October 1, 2011,
19 to the date the Court preliminarily approves this Settlement.

20
21 **4. What Are The Terms Of The Settlement?**

22 The parties have agreed to settle this case. Because this is a class action, the settlement
23 must be approved by the Court at the hearing described in Section 5 of this Notice. The following
24 is a summary of the settlement. To view the complete Settlement Agreement, go to the Settlement
25 Website at www.dtvtechsettlement.com or you may call the Attorneys representing the class.

26 **Monetary terms:** DIRECTV has agreed to pay \$23,150,000.00 in cash. This money will
27 be used to pay the amount of attorneys' fees and costs and the incentive awards to the
28 representative plaintiffs, if approved by the Court, as outlined below. In addition, \$40,000 will be

1 earmarked for settlement administration costs, \$150,000 will be used to settle civil penalties
2 plaintiffs allege DIRECTV owes under PAGA. The remaining funds, approximately \$14.98
3 million, will be distributed to class members as follows:

- 4 i. First, \$250 will be allocated to all Settlement Group Members;
- 5 ii. Second, Settlement Group Members who did not cash the \$2,250 check DIRECTV
6 previously sent to certain Settlement Group Members as part of DIRECTV's Individual
7 Settlement Program will be allocated \$2,250;
- 8 iii. Third, the remaining amount will be allocated among Settlement Class Members
9 pro rata according to "shares" based on work orders completed in the Covered Period. The
10 numbers of "shares" will be calculated as follows: Settlement Group Members who did not cash
11 a check as part of the Individual Settlement Program will be allocated 2 shares per work order
12 they completed. Settlement Group Members who cashed a check as part of the Individual
13 Settlement Program will be allocated 1 share per completed work order.

14 **Incentive Awards:** DIRECTV will not oppose the payment of an incentive award of up
15 to \$5,000.00 for each of the Representative Plaintiffs. This amount does not come out of the
16 \$14.98 million noted above.

17 **Other Benefits:** Defendant will pay all costs of providing notice to Settlement Class
18 Members, all costs and expenses of the Settlement Administrator, and all other costs of the
19 implementation and compliance with the terms of the settlement. These amounts do not come out
20 of the \$14.98 million as noted above.

21 **Attorney Fees and Costs:** Plaintiffs will apply to the court for an award of attorney's fees
22 of \$7,715,895, which constitutes 33.33% the total settlement amount, and distribute the fees
23 among the law firms representing the plaintiffs in this action as follows: (1) 65.52% to Stueve
24 Siegel Hanson LLP; (2) 10% to Calabro Law Office; (3) 24.48% to Lear Werst LLP. Plaintiffs'
25 counsel will also ask the Court for an additional amount up to \$250,000 from the total settlement
26 amount to reimburse Plaintiffs' counsel for their out of pocket costs and expenses, which will be
27 distributed to Plaintiffs' counsel, pro rata, based on their respective share of the costs. These
28

1 amounts for attorneys fees and costs do not come out of the \$14.98 million noted above.
2 DIRECTV does not oppose these requests.

3 **Releases:** All members of the Settlement Class will release (i.e., discharge) DIRECTV,
4 and any of its former, present or future parents, subsidiaries, affiliates, partners, officers, directors,
5 employees, agents, shareholders, and the predecessors and successors, assigns, and legal
6 representatives of all such entities and individuals of any and all known and unknown claims as
7 alleged in, and that could have been alleged based on the facts of, the operative complaint. These
8 releases are set forth in specific detail in the Settlement Agreement. The claims will be released
9 whether they are known to the parties or not at the time of Settlement.

10
11 **5. When And Where Is the Hearing To Determine Whether To Approve The Settlement?**

12 The Los Angeles Superior Court will hold a hearing to determine whether to approve this
13 settlement (the “Final Approval Hearing”). The hearing will be held on _____,
14 beginning at _____ before Judge Maren Nelson at the Spring Street Courthouse, 312
15 North Spring Street, Los Angeles, California, in Department 17. The hearing may be adjourned
16 or continued without further notice. If the hearing, date, time, or location is changed. A new notice
17 will be mailed out. As of the time of this mailing, the Los Angeles County Courthouses require
18 all visitors to wear masks covering their mouths and noses while inside the courthouse. Prior
19 social distancing and occupancy limits have been lifted. Please check the court’s website at
20 lacourt.org for the most up-to-date information on this point.

21
22 **6. What Are My Options?**

23 You have the right, but are not required, to appear at the Final Approval Hearing and give
24 your views on whether this Settlement should be approved. You may retain an attorney to
25 represent you at your own expense if you choose, but you are not required to do so. If you do not
26 retain a separate attorney, then your interests will be represented by plaintiffs' class counsel at the
27 Final Approval Hearing, or you may represent yourself.

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- a) If you want to participate in this settlement no further action on your part is required. If you do not receive a check within _____ days, you may go to the Settlement Website and submit a claim.

- b) You have the right to exclude yourself (“opt out”) from the Settlement Class, meaning you will not receive a payment but will retain your individual right to sue based on the subject matter of this lawsuit. To opt out, mail a letter stating that you want to be excluded from *Giannoulis v. DIRECTV, LLC*, Case No. BC596668. Be sure to include your name, address and signature. Your exclusion request must be received by ILYM Group, Inc., at *Giannoulis v. DIRECTV, LLC*, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, no later than _____. Once you are excluded, you will not receive money from the Class Settlement, you may not object to the Settlement, and you will not be legally bound by anything that happens in this lawsuit with respect to the claims asserted on behalf of the Settlement Class. (Note however, that you do not have the option to opt out of the settlement of the PAGA claim. Thus, if the Court approves the PAGA settlement, you will receive a portion of the settlement funds allocated to the PAGA penalties, and you will be precluded from bringing a PAGA claim for the same violations.)

- c) If you do not opt out, you have the right to object to the terms of the settlement. To object, mail a letter stating your objection to the settlement in *Giannoulis v. DIRECTV, LLC*, Case No. BC596668; be sure to include your name, address and signature. Your written objection must be ILYM Group, Inc., at *Giannoulis v. DIRECTV, LLC*, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, no later than _____. You may also appear at the Final Approval Hearing to state your objection without submitting anything in writing. If you do not opt out, you will be bound by any judgment issued by the Court.

1 **7. Who Are the Attorneys Representing the Class?**

2 The attorneys representing the class are:

3 George A. Hanson
4 STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
5 Kansas City, Missouri 64112
Tel: (816) 714-7100
6 Email: hanson@stuevesiegel.com

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10 Email: tojicalabro@calabro-law.com

11 Bradford B. Lear
12 LEAR WERTS LLP
103 Ripley Street
13 Columbia, Missouri 65201
Tel: (573) 875-1991
14 Email: lear@learwerts.com

15 **SUMMARY OF IMPORTANT DATES**

Date	Event
Within 5 days of Preliminary Approval	DIRECTV to provide Settlement Administrator and Class Counsel the Settlement Group Member Data (SA ¶ 29)
Within 21 days of Preliminary Approval	Notice Period Commences <ul style="list-style-type: none">- Settlement Administrator to mail Class Notice- Settlement Administrator to publish website with required information and forms for self-identification- Settlement Administrator to run Facebook ads- Settlement Administrator to publish summary notice in trade journal(s) (SA ¶ 31)
60 Days after Notice Period Commences	Notice Period Ends (SA ¶ 31) Last Day to Opt Out of the Settlement Class (SA ¶ 32)
10 Days after Notice Period Ends	Settlement Administrator to provide the Parties a complete list of all identified Settlement Class Members, objectors, and opt-outs (SA ¶ 34)

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Date	Event
[TBD]	Date of Final Approval Hearing
Within 5 days of Final Approval	Settlement Administrator will provide DIRECTV with wire information and tax forms to fund the settlement (SA ¶ 29)
Within 21 days of Settlement Administrator providing wire instructions	DIRECTV to wire Total Settlement Amount to the Settlement Administrator (SA ¶ 29)
Within 14 days of DIRECTV Transferring the Total Settlement Amount to the Settlement Administrator	Settlement Administrator to distribute funds to: <ul style="list-style-type: none"> - Settlement Class Members with valid addresses - Service Payments to Named Plaintiffs - California Labor and Workforce Development Agency - Class Counsel - Settlement Administrator (SA ¶ 38)
120 Days after Final Approval	Self-Identification Period Ends (SA ¶ 33)
10 Days after Self-Identification Period ends	Settlement Administrator to provide the Parties with an updated list of all Settlement Class Members (SA ¶ 34)
180 Days after Final Approval	Settlement Administrator to distribute remaining funds (SA ¶ 38)