

APR 04 2017

CLERK OF THE SUPERIOR COURT

By

CHRISTOPHER WRIGHT JR

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

JORDAN WILLEY, individually and on  
behalf of all those similarly situated,

Plaintiff,

vs.

TECHTRONIC INDUSTRIES NORTH  
AMERICA, INC., a corporation; R&B  
SALES & MARKETING INC., a  
corporation; and DOES ONE through TEN  
inclusive,

Defendants.

Case No. RG16806307

ASSIGNED FOR ALL PURPOSES TO  
JUDGE: HON. WINIFRED Y. SMITH  
DEPT.: 21

~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT

1 Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action  
2 Settlement came on for hearing on April 4, 2017 at 10:00 a.m., in Department 21 of the  
3 Superior Court of California, County of Alameda. Having considered Plaintiff's Motion for  
4 an Order that 1) preliminarily approves the proposed class and collective action settlement;  
5 2) approves and direct the distribution of settlement notice; and 3) sets a schedule for the  
6 settlement approval process, including setting a date for the hearing on Plaintiff's motion  
7 for final approval of settlement and motion for Service Award and Attorneys' Fees, the  
8 Memorandum of Points and Authorities in support thereof, the Declaration of Laura L. Ho,  
9 the proposed Stipulation and Agreement to Settle Class Action ("Settlement Agreement"),  
10 the proposed Notice of Class Settlement, the proposed Statement of Weeks Worked form,  
11 and all other papers filed in this Litigation, the Court hereby FINDS, CONCLUDES, and  
12 ORDERS as follows:

13 1. Plaintiff Jordan Willey ("Plaintiff" or "Class Representative") and  
14 Defendants Techtronic Industries North America, Inc. ("TTI") and R&B Sales and  
15 Marketing, Inc. ("R&B") ("Defendant" or "Defendants") through their counsel of record in  
16 the Litigation, have reached an agreement to settle all claims in the Litigation.

17 2. The Parties have agreed, for Settlement purposes only, that this Litigation  
18 may be maintained as a class action.

19 3. The Court has reviewed the terms of the proposed settlement, as well as the  
20 Declaration of Laura L. Ho describing Plaintiff's investigation into the claims and defenses  
21 in this matter, the information exchanges by the parties, the past proceedings, and the  
22 settlement process. The Court finds that the proposed settlement is the product of informed,  
23 non-collusive, and arm's length negotiations. Based on the papers submitted, the Court  
24 finds the proposed settlement to be within the range of possible approval as fair, reasonable,  
25 and adequate, such that notice should be given to the class.

26 4. The Parties have demonstrated that they provided notice of the Settlement to  
27 the California Labor and Workforce Development Agency ("LWDA"), as well as notice of  
28

1 the date, time, and location of the preliminary approval hearing. The LWDA has not  
2 objected to the proposed Settlement Agreement.

3 5. The moving papers presented for the Court’s review set forth a plan to  
4 provide notice to the proposed Settlement Class of the terms of the Settlement Agreement  
5 and the options facing the Settlement Class including, *inter alia*: to be excluded from the  
6 Litigation; to be represented by counsel of their choosing; to remain in the Settlement  
7 Class, and/or to object to the terms of the Settlement. Plaintiff has submitted to the Court a  
8 Notice of Class Settlement. The Notice of Class Settlement will be mailed to all Settlement  
9 Class Members, at their last known addresses. For returned envelopes, the Claims  
10 Administrator will use reasonable diligence to obtain a current address for the Settlement  
11 Class Member and re-mail the Notice of Class Settlement. This notice plan provides the  
12 best notice practical under the circumstances.

13 Good cause appearing therefor, **IT IS HEREBY ORDERED** that:

14 1. The Court PRELIMINARILY APPROVES the proposed settlement herein.

15 2. All defined terms contained herein shall have the same meanings as set forth  
16 in the Settlement Agreement.

17 3. The Settlement Class is provisionally certified for Settlement purposes only,  
18 pursuant to section 382 of the Code of Civil Procedure;

19 4. Plaintiff Jordan Willey is appointed as the Settlement Class Representative,  
20 and Plaintiffs’ Counsel, Laura L. Ho, William C. Jhaveri-Weeks, and Byron Goldstein of  
21 Goldstein, Borgen, Dardarian & Ho, are appointed as Class Counsel for the Settlement  
22 Class;

23 5. For Settlement purposes only, the litigation may be maintained on behalf of  
24 a Class defined as follows: all persons who are or were employed (1) in California; (2) by  
25 either Defendant; (3) in a Covered Job Position; (4) at any point during the Class Period.  
26 As set forth in the Settlement Agreement “Covered Job Position” means California non-  
27 exempt positions with the following titles: Single Store Representative, Field Sales, Field  
28

[Proposed] ORDER: (1) PROVISIONALLY CERTIFYING SETTLEMENT CLASS, (2) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT; (3) DIRECTING DISTRIBUTION OF NOTICE OF SETTLEMENT TO THE CLASS; AND (4) SETTING A HEARING FOR FINAL APPROVAL OF CLASS SETTLEMENT 673830.1

1 Sales Representative, Field Sales and Marketing Representative, Field Service  
2 Representative, and Multi-Store Representative, and "Class Period" means any time  
3 between March 3, 2012 and January 31, 2017.

4 6. The Court hereby approves the form of Notice of Class Settlement, which is  
5 attached to this Order as Exhibit A. The Court also approves the Statement of Weeks  
6 Worked Form, which is attached to this Order as Exhibit B;

7 7. The notice of the proposed Settlement, and the rights of Settlement Class  
8 Members to opt out of the Settlement or to dispute the number of Qualifying Work Weeks,  
9 shall be given by mailing of the Notice of Class Settlement by first class, postage prepaid,  
10 to all Settlement Class Members pursuant to the applicable provisions in the Settlement  
11 Agreement. Defendants shall provide the Claims Administrator with the information  
12 necessary to conduct this mailing as set forth in the Settlement Agreement;

13 8. A hearing shall be held before this Court on July 28, 2017 at 11:00 a.m. in  
14 Department 21 to consider whether the Settlement should be given final approval by the  
15 Court;

16 a. Written objections by Settlement Class Members to the proposed  
17 Settlement will be considered if received by the Settlement Administrator in writing no  
18 later than sixty (60) days after the date of the initial mailing of the Notice of Class  
19 Settlement by the Settlement Administrator;

20 b. At the final approval hearing, Settlement Class Members may be  
21 heard orally in support of the Settlement, or in opposition to the Settlement, provided they  
22 submit a timely written objection to the Settlement;

23 c. Class Counsel and Defense Counsel should be prepared at the  
24 hearing to respond to objections filed by Settlement Class Members and to provide other  
25 information as appropriate, bearing on whether or not the Settlement should be approved;  
26 and

27 d. The Court reserves the right to adjourn or continue the date of the  
28

1 Fairness Hearing without further notice to the Class.

2 9. In the event the Effective Date occurs, all Class Members who do not timely  
3 submit a Request for Exclusion from the Settlement will be deemed to have forever  
4 released and discharged the Settlement Class Members' Released Claims as set forth in the  
5 Settlement Agreement. In the event the Effective Date does not occur for any reason  
6 whatsoever, the Settlement Agreement shall be deemed null and void and shall have no  
7 effect whatsoever.

8 10. The Court orders the following implementation schedule for further  
9 proceedings:

10 Preliminary approval order	TBD by Court
11 Deadline for Defendants to provide the 12 Class List to the Settlement Administrator.	Twenty (20) days after Defense Counsel receives this Order.
13 Mail notices to Settlement Class Members.	14 Seven (7) business days after Claims 15 Administrator receives the Class List from Defendants.
16 Deadline for postmark by registered mail 17 of any Request for Exclusion.	18 Sixty (60) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members.
19 Deadline for receipt by the Settlement 20 Administrator of any objections to the 21 Settlement.	22 Sixty (60) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members.
22 Deadline for responses to objections.	23 At least five (5) court days before the date the Final Fairness and Approval Hearing.
24 Deadline for Class Counsel to file Motion 25 for Final Approval of Settlement.	26 Ten (10) calendar days before the Final Fairness and Final Approval Hearing.

Final Fairness and Final Approval Hearing.	July 28, 2017. Approximately eighty (80) days after first mailing of Notice of Class Settlement.
--	--

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: April 4, 2017 Winifred Y. Smith  
Hon. Winifred Y. Smith  
Judge of the Superior Court

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

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT.**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

**If you worked in California for Techtronic Industries North America, Inc. or R&B Sales and Marketing, Inc. and held the position title “Single Store Representative” or “Field Sales Representative” (or the similar titles listed below in the definition of Covered Job Position) for any period of time between March 3, 2012 and January 31, 2017, a class action lawsuit may affect your rights.**

*A court ordered this notice. This is not a solicitation from a lawyer.*

Plaintiff Jordan Willey, a former sales representative, has sued Techtronic Industries North America, Inc. (“TTI”) and R&B Sales and Marketing Inc. (“R&B”) (together, “Defendants” or separately “Defendant”) alleging various violations of the California Labor Code, California Business and Professions Code, and federal Fair Labor Standards Act. The Honorable Winifred Y. Smith, Judge of the Alameda County Superior Court, presides over this case. The lawsuit is known as *Willey v. Techtronic Industries North America, Inc., et al.*, Civil Action No. RG 16806307.

- The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of the case. This lawsuit alleges that Defendants violated the Labor Code by failing to provide their California employees holding a Covered Job Position (defined below) with overtime wages, meal periods, expense reimbursements, and accurate wage statements, among other things described below.
- Because the Defendants’ records show that you qualify as a Settlement Class Member, you will receive money from the Settlement if the Court grants final approval of the Settlement, unless you decide to “opt out” of the Settlement.
- Your legal rights are affected whether you act or do not act. Read this notice carefully. If you have questions, you can contact the lawyers for the Plaintiff (listed at the end of this Notice).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	You WILL be mailed a Settlement payment in the approximate amount stated on <u>Attachment A</u> to this Notice, unless the Court decides not to grant “final approval” of the Settlement. By receiving a payment, you will be bound by the terms of the Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>OBJECT</b>	If you want to object to the Settlement for any reason, you must send the Settlement Administrator your objection in writing. Your objection must be post marked by [Date]. If you wish to present your objection at the Final Fairness and Approval Hearing, you must state that you will appear in your written objection. If you submit an objection, you will still be deemed a Settlement Class Member and will receive money from the Settlement.
<b>ASK TO BE EXCLUDED</b>	If you do not wish to participate in the Settlement, you must send a letter requesting exclusion. You will get no payment in the Settlement. You will keep the right to sue the Defendants on your own about the claims resolved by this Settlement.

This Notice explains your rights and options in detail. **To ask to be excluded (opt out) or to object to the settlement, you must follow the steps described in this Notice no later than \_\_\_\_\_, 2017.**

**YOUR ESTIMATED SETTLEMENT AMOUNT:** Enclosed with this Notice is an individualized Statement of Weeks Worked form (“Attachment A”), which will state your estimated settlement amount. The amount is calculated based on the number of weeks you worked in California as a member of the Single Store Representative Group or Multi-Store Representative Group (defined below) during the period from March 3, 2012 to January 31, 2017. If there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than \_\_\_\_\_, 2017.

\* \* \*

### **MORE DETAILED INFORMATION**

#### **I. WHAT IS THIS CASE ABOUT?**

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class action lawsuit pending before Judge Winifred Y. Smith of the Superior Court of California for the County of Alameda (the “Court”) entitled *Jordan Willey, individually and on behalf of all those similarly situated v. Techtronic Industries North America, Inc., et al.*, Case No. RG16806307 (“Litigation”). This Notice is given by Order of the Court.

There is a class action lawsuit now pending before the Court. This lawsuit was originally filed on March 3, 2016 and was brought by Jordan Willey (“Class Representative” or “Willey”) on behalf of **all persons who are or were employed (1) in California; (2) by either Defendant; (3) in a Covered Job Position; (4) at any point during the Class Period (“Settlement Class” or “Settlement Class Members”).** For purposes of this definition, “Covered Job Position” means California non-exempt positions with the following titles: Single Store Representative, Field Sales, Field Sales Representative, Field Sales and Marketing Representative, Field Service Representative, and Multi-Store Representative, and “Class Period” means any time between March 3, 2012 and January 31, 2017.

Page 2

**Questions? Call 1-800-XXX-XXXX toll-free**





1. Fee and Cost Award for Class Counsel

Class Counsel filed the Litigation on behalf of Plaintiff and all other similarly situated individuals. Class Counsel conducted informal discovery and negotiated the settlement of this matter. Class Counsel will request attorneys' fees in the amount of up to \$1,166,666.67, which represents 33 1/3% of the Settlement Sum. Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to \$15,000.00. If approved by the Court, this amount will be paid from the Qualified Settlement Fund. These attorneys' fees and costs shall compensate Class Counsel for the work they have performed and the expenses they have incurred in this Action. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees and costs.

2. Service Award to the Class Representative

Class Counsel will also seek an enhanced recovery of no more than \$10,000.00 ("Service Award") for Jordan Willey for acting as representative plaintiff on behalf of the Settlement Class. This will be in addition to whatever payment he is otherwise entitled to as a Settlement Class Member. If approved by the Court, this amount will be paid from the Qualified Settlement Fund.

3. Settlement Administration Costs

Settlement Administration Costs, which will not exceed \$25,000.00, will be paid to the Settlement Administrator, KCC, for its services, including but not limited to distributing Class Notices to Settlement Class Members, processing Opt Out Letters, calculating Settlement payments, and distributing such Settlement payments to the Settlement Class Members.

4. Employer and Employee Tax Obligations

Once the amount of payment for each Settlement Class Member is determined, the Settlement Administrator will calculate the total amount of the employer withholding taxes and the total amount of employee withholding taxes for the portion of the Settlement payment designated as wages as required by law. This total amount will be deducted from the Qualified Settlement Fund.

5. PAGA Penalties

Defendants shall pay \$20,000.00 for settlement of claims brought under the Private Attorneys' General Act ("PAGA"). The PAGA payment shall be allocated as follows: \$15,000.00 (75%) to the California Labor & Workforce Development Agency ("LWDA"), and \$5,000.00 (25%) to the Settlement Class Members who do not properly submit and complete an Opt Out Letter.

**B. Release of Claims**

The proposed settlement is intended to settle all claims and causes of action of any nature and description whatsoever, whether known or unknown, that are or which could have been asserted at any time in the Litigation based on the facts alleged in the Litigation.

The Released Claims include, any and all Wage Claims, as defined below in this paragraph, known or unknown, in law or in equity, whether or not concealed or hidden, asserted or which could have been asserted at any time in the Litigation based on the facts alleged in the Litigation by Plaintiff or any Settlement Class Member who does not timely request exclusion and opt out of this Settlement. Wage Claims means any claim, demand, right, liability, and/or cause of action from March 2, 2012 through [date of preliminary approval] and based on any California or federal law that relate to claims which were asserted or could have been asserted at any time in the Litigation based on the facts alleged in the Litigation by any Settlement Class Member that, Defendants (1) improperly failed to pay overtime or any other wages due for hours worked; (2) failed to provide legally required meal and rest periods or pay premium pay due for such failure; (3) failed to pay overtime wages due based on the correct regular rate; (4) failed to reimburse for expenses; (5) failed to timely pay wages or pay all wages due upon termination of employment; (6) failed to furnish timely wage statements or failed to maintain adequate payroll records; (7) failed to provide compliant wage statements; (8) engaged in conduct subjecting them to statutory or civil penalties under any California statute, ordinance, or otherwise arising from any alleged violation of the California Labor Code, California Wage Orders or any federal or California statute regarding compensation and hours, including without limitation, California Labor Code Section 2698, *et seq.* (“The Private Attorneys General Act of 2004” or “PAGA”) and Labor Code Sections 203 and 226; (9) engaged in any unfair business practices expressly alleged in the Litigation; and (10) violated any California or federal laws, including under the Fair Labor Standards Act (“FLSA”), based on any facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act which were asserted or could have been asserted at any time in the Litigation based on the facts alleged in the Litigation (“Released Claims”). The effect of the Settlement extends to Defendants and their respective parents, subsidiaries, affiliates, predecessors, successors, directors, officers, employees and others, as more fully described in the Settlement Agreement (“Released Parties”).

### **III. IF I CHOOSE TO PARTICIPATE, HOW IS MY SHARE OF THE SETTLEMENT CALCULATED?**

The Settlement Class Members who do not Opt Out shall receive an amount based on the number of Qualifying Work Weeks and the weighted value of those Qualifying Work Weeks based on whether the Settlement Class Member held a Covered Job Position and was responsible for servicing only one Home Depot store at a given time (“Single Store Representative Group”) or the Settlement Class Member held a Covered Job Position and was responsible for servicing more than one Home Depot store at a given time (“Multi-Store Representative Group”).

To determine the value for Qualifying Work Weeks, the Settlement Administrator will (1) take the total number of Qualifying Work Weeks worked by members of the Single Store Representative Group and multiply that number by the relative weight of 1; (2) the Settlement Administrator will then take the total number of Qualifying Work Weeks worked by members of the Multi Store Representative Group and multiply that number by the relative weight of 3; (3) once the Settlement Administrator has the total number of weighted Qualifying Work Weeks achieved by adding the results of steps (1) and (2), the Settlement Administrator will divide the Class Member Settlement Fund by that number of weighted Qualifying Work Weeks. The dollar amount achieved by step (3) is the weekly recovery value (“Weekly Recovery”) for each

Qualifying Work Week.

The Settlement Administrator shall compute the Weekly Recovery for each Settlement Class Member who is a member of the Single Store Representative Group by multiplying the Weekly Recovery by the total Qualifying Work Weeks worked as a member of the Single Store Representative Group. The Settlement Administrator shall compute the Weekly Recovery for each Settlement Class Member who is a member of the Multi-Store Representative Group by multiplying the Weekly Recovery by the total Qualifying Work Weeks worked as a member of the Multi-Store Representative Group and then multiplying that amount by 3. Certain Settlement Class Members will receive Individual Payment Amounts as members of both the Single Store Representative Group and the Multi-Store Representative Group based on the number of Qualifying Work Weeks they worked in each group. The sum of all the Settlement Class Members' Individual Payment Amounts shall equal the amount of the Class Member Settlement Fund.

**Your estimated Individual Settlement Class Member payment is included on Attachment A.**

#### **TAXABLE PORTION OF SETTLEMENT PAYMENTS**

For purposes of tax payment obligations, 50% of the amounts distributed to each Settlement Class Member shall be treated as wages (subject to all required withholdings) 50% will constitute interest and penalties. An IRS Tax Form W-2 will be issued to each Settlement Class Member with regard to the portion of the Settlement payments attributable to wages and an IRS Tax Form 1099 will be issued to each Settlement Class Member with regard to the remaining portion of the Settlement payments. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

#### **EFFECT OF CASHING THE SETTLEMENT CHECK**

By cashing the settlement check that will be mailed to you by the Settlement Administrator, you shall be deemed to have opted-in to the Settlement Class for purposes of the Fair Labor Standards Act claims referred to in the Released Claims.

#### **IV. WHAT ARE MY RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?**

You have three options under this Settlement, each of which is discussed below: (A) opt out from the Settlement, (B) object to the Settlement, or (C) do nothing.

##### **A. If You Want To Request Exclusion From of the Settlement**

If you do not wish to participate in the Settlement, you must send an Opt Out Letter bearing a postmark no later than [insert date]. The Opt Out Letter must be sent to [Settlement Administrator's Address]. The Opt Out Letter must: (1) legibly state your name, (2) state that you do not wish to participate in the Settlement, and (3) that you request exclusion from the Settlement. Opt Out Letters must be made individually and cannot be made on behalf of a group

of employees or on behalf of other Settlement Class Members. If you choose to opt out of the Settlement, you will not receive any money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendants. However, there are deadlines to pursuing such claims known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing any individual claims you might have if you decide to opt out of the Settlement.

The judgment will bind all Settlement Class Members who do not properly submit and complete an Opt Out Letter.

**B. If You Want To Object To The Settlement**

You may object, personally or through an attorney at your own expense, to the proposed Settlement by submitting in writing your objection to the Settlement Administrator no later than [DATE]. You may appear, but are not required to appear, at Final Fairness and Approval Hearing where your objection will be heard and considered by the Court. Included in your objection must be a written notice of whether you desire to appear at the Final Fairness and Approval Hearing and briefly indicating the nature of your comments or objection.

If you do not comply with this procedure, you may not be entitled to be heard at the Final Fairness and Approval Hearing or to otherwise contest the approval of the Settlement, or to appeal from any related orders or judgments of the Court. If you submit a valid and timely Opt Out Letter, you cannot object to the Settlement.

Settlement Class Members are hereby notified that even if they object, they will still be deemed as Settlement Class Members and will receive money from the Settlement if approved by the Court. You will be covered by the Settlement unless you opt out.

**C. If You Choose To Do Nothing**

If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and the release and you will receive money under the Settlement in the form of a check mailed by the Settlement Administrator.

**D. What if the Statement of Weeks Worked is incorrect?**

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator no later than [insert 45 days from mailing of Notice]. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator.

**V. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will conduct a Final Fairness and Approval Hearing on \_\_\_\_\_ in Department 21 of the Superior Court of California, located at 1221 Oak Street, Oakland, CA 94612. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court

also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Award to be paid to the Class Representative, and other payments discussed above. The Final Fairness and Approval Hearing may be continued without further notice to Settlement Class Members.

#### **VI. WHAT IF I NEED MORE INFORMATION?**

The foregoing is only a summary of the Litigation and the proposed Settlement and does not purport to be comprehensive. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as "DomainWeb," at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the "Search By Case Number" link, then enter RG16806307 as the case number and click "SEARCH." Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

In addition, you can find a copy of this Notice of Class Settlement, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, the Motion for Final Approval, the Motion for Service Awards and Attorneys' Fees and Costs, and, when available, the Order Granting Final Approval at the following website [URL for website maintained by Plaintiff's counsel].

If you have any questions, please call the Settlement Administrator at 1-800-XXX-XXXX, toll free. You may also contact Class Counsel to ask about the Class Action Settlement. Class Counsel's contact information is as follows:

Laura L. Ho (SBN 173179)  
lho@gbdhlegal.com  
William C. Jhaveri-Weeks (SBN 289984)  
wjhaveriweeks@gbdhlegal.com  
Byron Goldstein (SBN 289306)  
brgoldstein@gbdhlegal.com  
GOLDSTEIN, BORGEN, DARDARIAN & HO  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
Tel: (510) 763-9800  
Fax: (510) 835-1417

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH  
INQUIRIES ABOUT THE SETTLEMENT**

## STATEMENT OF WEEKS WORKED FORM

*Jordan Willey, individually and on behalf of all those similarly situated v. Techtronic Industries North America, Inc., et al.,*

Superior Court for the State of California, County of Alameda  
Case No. RG16806307

**THIS FORM IS FOR YOUR INFORMATION ABOUT YOUR ESTIMATED SETTLEMENT SHARE. YOU DO NOT NEED TO DO ANYTHING WITH THIS FORM UNLESS THE INFORMATION ABOUT YOU ON THE FORM IS INCORRECT.**

This Statement of Weeks Worked Form includes information based on the records of Techtronic Industries North America, Inc. ("TTI"), and R&B Sales and Marketing Inc. ("R&B") ("Defendant" or "Defendants"). IT IS IMPORTANT THAT YOU CAREFULLY CHECK THE INFORMATION PERTAINING TO YOUR CONTACT INFORMATION IN PART I BELOW AND CORRECT ANY INACCURACIES. NOTE: This Statement of Weeks Worked Form must be postmarked no later than [INSERT DATE] and received by the Settlement Administrator to be processed.

## INSTRUCTIONS

This Statement Weeks Worked Form is to provide you with an opportunity to verify your name and contact information and to correct any information regarding the timeframe you worked for either Defendant in California in a non-exempt position with one or more of the following titles: Single Store Representative, Field Sales, Field Sales Representative, Field Sales and Marketing Representative, Field Service Representative, and Multi-Store Representative.

**YOU DO NOT NEED TO COMPLETE THIS FORM TO SHARE IN AND RECEIVE THE SETTLEMENT PROCEEDS IN THIS LAWSUIT. IF YOU WANT TO CORRECT THE INFORMATION ON THIS FORM, YOUR COMPLETED AND SIGNED STATEMENT OF WEEKS WORKED FORM MUST BE POSTMARKED ON OR BEFORE [DATE]. YOU MUST SEND IT BY FIRST-CLASS UNITED STATES MAIL, OR THE EQUIVALENT, TO THE FOLLOWING ADDRESS:**

*Willey v. Techtronic Industries North America, Inc., et al.*  
Settlement Administrator  
KCC  
[INSERT ADDRESS]

You should keep a copy of the completed Statement of Weeks Worked Form and record the date on which you mailed it for your records. If you would like an acknowledgment of receipt for these documents, please send them certified mail, return receipt requested. If you move, please send your new address to the Settlement Administrator at the address listed above.

Only Settlement Class Members or their legal representatives may submit a Statement of Weeks Worked Form. Any executor, administrator, guardian, conservator, or trustee who submits a Statement of Weeks Worked Form on behalf of a Settlement Class Member or his or her estate must (1) sign the Statement of Weeks Worked Form on the Settlement Class Member's behalf; (2) indicate his or her title as representative (i.e., executor, trustee, etc.); and (3) submit proof of his or her authority to act on the Settlement Class Member's behalf.

If you are a Settlement Class Member and you have not requested to be excluded from the Class, you will be

bound by the terms of any judgment or final order entered in the Litigation, whether or not you submit a Statement of Weeks Worked Form.

If you have questions about your claim or how to complete this Statement of Weeks Worked Form, you may call the Settlement Administrator at [PHONE #].

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

**PART I: CLAIMANT IDENTIFICATION**

[Pre-Printed Class Member First and Last Name]  
[Pre-Printed Class Member Address]

If any of the above contact information is inaccurate, please provide the correct information below:

\_\_\_\_\_  
Settlement Class Member's Name (First, Middle, Last)

\_\_\_\_\_  
Settlement Class Member's Name Used While Employed by either Defendant [if different from current name - First, Middle, Last]

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: home: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Telephone: work/cell: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

**PART II: EMPLOYMENT**

**Section A: Claim Based on Defendants' Records**

Defendants' records indicate that between March 3, 2012 and January 31, 2017 ("Class Period") you were employed in California by either Defendant in a non-exempt position with the title Single Store Representative, Field Sales, Field Sales Representative, Field Sales and Marketing Representative, Field Service Representative, and/or Multi-Store Representative ("Covered Job Position") and that you were responsible for servicing more than one Home Depot store at a given time on the dates indicated below:

From <<STARTDATE>> to <<ENDDATE>>  
[And from <<STARTDATE2>> to <<ENDDATE2>>]

[If Applicable:] Defendants' records indicate that during the Class Period you were employed in California by either Defendant in a Covered Job Position and that you were responsible for servicing only one Home Depot store at a given time on the dates indicated below:

From <<STARTDATE>> to <<ENDDATE>>  
[And from <<STARTDATE2>> to <<ENDDATE2>>]



Based on the number of weeks worked above, your estimated Individual Payment Amount is  
\$ \_\_\_\_\_.

This Individual Payment Amount is based on the number of weeks worked by you in a Covered Job Position and the weighted value of those weeks as described in the attached Notice.

**Section B: Claim Based on Information Provided by Settlement Class Member.**

Complete this section only if you believe that the information set forth in Section A above is not accurate. When you return this Statement of Weeks Worked Form to the Settlement Administrator, you must also send any documentation that supports or relates to the information that you provide in this Section B. Please *do not* include any time periods (1) before March 3, 2012 or (2) after January 31, 2017.

These are the dates I was employed in a Covered Job Position and that I was responsible for servicing more than one Home Depot store at a given time:

From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_  
From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (If employed more than once)

These are the dates I was employed in a Covered Job Position and that I was responsible for servicing only one Home Depot store at a given time:

From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_  
From \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ (If employed more than once)

Please attach any records which document or support the dates you were employed in a Covered Job Position.

**DECLARATION AND SIGNATURE**

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct to the best of my knowledge, including that at some point between March 3, 2012 through January 31, 2017, I was employed in a Covered Job Position.

DATED: \_\_\_/\_\_\_/2017

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME