

*Rodriguez v. Hawk II Environmental Corp.*  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
(CASE NO. BC625121)

**NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)**

**IF YOU WERE AN EMPLOYEE OF HAWK II ENVIRONMENTAL CORP. (“DEFENDANT”) DURING THE PERIOD OF FEBRUARY 24, 2012, THROUGH JANUARY 26, 2017, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS-ACTION SETTLEMENT.**

*The Los Angeles County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Class Action Administration Solutions (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.*

DEFENDANT WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING IN THIS SETTLEMENT.

- A former employee of Defendant, Omar Rodriguez (“Plaintiff”), has sued Defendant on behalf of himself and all other similarly situated employees.
- Plaintiff and Defendant have reached a tentative settlement, which the Court has preliminarily approved.
- The settlement, if finally approved, will resolve Plaintiff’s lawsuit.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

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

<b>YOU CAN DO NOTHING</b> (Deadline: June 19, 2017)	If you do nothing, you will continue your participation in this lawsuit, and you will be impacted by the outcome of this case. This means that you will <b>receive</b> a settlement payment in exchange for <b>giving up</b> any rights you have to sue Defendant in your own lawsuit for the same legal claims made in this lawsuit. The amount of your settlement payment will be computed as described below (see Question 7). Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
<b>YOU CAN ASK TO BE EXCLUDED FROM THE SETTLEMENT</b> (Deadline: June 19, 2017)	If you ask to be excluded from the settlement, you will not continue your participation in this lawsuit, and you will not be impacted by the outcome of this case. This means that you will <b>not</b> receive a settlement payment but that you will <b>keep</b> any rights to sue Defendant in your own lawsuit for the same legal claims made in this lawsuit. <b>Important: You cannot ask to be excluded <u>and</u> get a settlement payment.</b>
<b>YOU CAN OBJECT TO THE SETTLEMENT</b> (Deadline: June 19, 2017)	If you do not like the settlement, you can submit an objection. If your objection is overruled, you will <b>receive</b> a settlement payment in exchange for <b>giving up</b> any rights you have to sue Defendant in your own lawsuit for the same legal claims made in this lawsuit. <b>Important: You cannot ask to be excluded <u>and</u> submit an objection.</b>

**THESE RIGHTS AND OPTIONS ARE EXPLAINED IN MORE DETAIL BELOW.**

The Court is in charge of this lawsuit and still has to decide whether to finally approve the settlement. Payments will be made if the Court finally approves the settlement and after appeals, if any, are resolved. **Please be patient.**

### 1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class-action settlement.

### 2. What Is This Lawsuit About?

In the lawsuit, Plaintiff claims that Defendant violated the California Labor Code and the California Unfair Competition Law by: (1) failing to properly pay overtime to employees and forcing employees to “clock-out” while still on duty each workday; (2) issuing pay stubs that fail to list (a) employee identification numbers or only the last four digits of employees’ Social Security numbers, (b) the dates of pay periods, and (c) the employer’s address; (3) failing to provide proper meal and rest breaks to employees; (4) failing to reimburse employees for purchasing required uniforms; and (5) failing to pay all wages owed to former employees upon the termination of employment.

### 3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one person (or more), called a class representative (in this case, Omar Rodriguez), sues on behalf of people who allegedly have similar claims. All of these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves. The Los Angeles County Superior Court is in charge of the case. The lawsuit is known as *Omar Rodriguez v. Hawk II Environmental Corp.*, Case No. BC625121. The Honorable John Shepard Wiley, Jr. is presiding over this case.

### 4. Why Is There A Settlement?

The Court has not decided in favor of Plaintiff or Defendant. Plaintiff thinks that he would win at trial, while Defendant thinks that Plaintiff would not win anything. But, there will be no trial. Instead, both sides have agreed to a settlement. That way, they avoid the costs of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think that a settlement is best for class members.

### 5. How Do I Know If I Am Part Of The Settlement?

You are a class member if you were employed by Defendant in the State of California at any time from February 24, 2012, through January 26, 2017 (the “Class Period”). Based on Defendant’s records, Plaintiff and Defendant estimate that there are 104 class members.

### 6. What Does The Settlement Provide?

The proposed settlement provides for a cash payment by Defendant of \$250,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Maximum Settlement Amount”). The total amount to be distributed to class members who do not exclude themselves from the settlement will be the value of the Maximum Settlement Amount **after deducting** for the following (the “Net Settlement Amount”): (a) settlement-administration costs estimated not to exceed \$12,000.00; (b) a class-representative service payment to Plaintiff Omar Rodriguez not to exceed \$7,500.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$83,325.00; (d) Class Counsel’s actual litigation costs and expenses not to exceed \$7,500; (e) Defendant’s share of payroll taxes; and (f) payment of \$20,000.00 to the Labor and Workforce Development Agency pursuant to the Labor Code Private Attorneys General Act. **All of these deductions are subject to Court approval.**

No portion of the Net Settlement Proceeds will be returned to Defendant under any circumstances.

## 7. How Much Will My Payment Be?

Generally speaking, your share of the settlement will depend on the length of time that you worked for Defendant, whether you are a former employee of Defendant, and whether you received a prior settlement payment from Defendant in connection with signing a “Confidential General Release Agreement.” More specifically, your share of the settlement will be calculated as follows:

- 80% of the Net Settlement Amount will be allocated for the claims in the lawsuit for alleged unpaid overtime, improper pay stubs, meal-and-rest-period violations, and uniform reimbursement. Your share of this 80% will be based on the number of pay periods that you worked for Defendant during the Class Period as compared to the total number of pay periods worked for Defendant during the Class Period by all class members who do not exclude themselves from the settlement. In other words, your share of the 80% will be calculated by dividing the number of pay periods that you worked for Defendant during the Class Period by the total number of pay periods that all class members who do not exclude themselves from the settlement worked for Defendant during the Class Period, and then by multiplying that percentage by 80% of the Net Settlement Amount. The amount of the 80% that you will receive therefore depends on how many pay periods you worked for Defendant during the Class Period and on how many class members do not exclude themselves.
- 20% of the Net Settlement Amount will be allocated for the claim in the lawsuit for the alleged failure to pay all wages owed to former employees upon the termination of employment. You will receive a portion of this 20% if your employment with Defendant was terminated during the Class Period. The 20% will be divided equally among all class members whose employment with Defendant was terminated during the Class Period. In other words, whether you will receive a portion of the 20% depends on whether your employment with Defendant was terminated during the Class Period, and the amount of the 20% that you will receive depends on how many class members whose employment was terminated during the Class Period do not exclude themselves.
- To ensure that the Net Settlement Amount is distributed fairly, your share of the settlement will be adjusted if you previously received a settlement payment from Defendant. More specifically, if you received a previous settlement payment from Defendant in connection with signing, between February 17, 2016, and December 12, 2016, a Confidential General Release Agreement, the amount of your previous settlement payment will be deducted from your share of the settlement and donated to the Los Angeles Mission’s Urban Training Institute.

Your estimated share of the settlement is shown on the enclosed Employment-Information Sheet. The estimate has been calculated based on an assumption that no class members will exclude themselves from the settlement, meaning that you ultimately may receive more than the estimate if class members exclude themselves.

## 8. How Do I Get A Payment?

To qualify for payment, you need not do anything other than to make the Settlement Administrator aware of your current mailing address if it changes by completing and mailing the enclosed Change-of-Address Form. The Settlement Administrator will mail you a check within about fourteen (14) days after the Court enters a judgment based on this settlement, but possibly later depending on whether, for example, there is any appeal of the judgment entered by the Court.

#### 9. What If The Information On The Employment-Information Sheet Is Inaccurate?

If you believe that the information on the Employment-Information Sheet is inaccurate as to the amount of time that you worked for Defendant during the Class Period, you should inform the Settlement Administrator. Be sure to include your name, address, telephone number, employee identification number or the last four digits of your Social Security number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

#### 10. What Am I Giving Up To Get A Settlement Payment?

Unless you request to be excluded from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Hawk II Environmental Corp. for any legal claims that were asserted in Plaintiff's lawsuit based on the facts alleged by Plaintiff in the lawsuit. Specifically, you will be giving up—or “releasing”—the following claims:

**Release of Claims:** After the Court has approved the settlement, each class member who has not submitted a valid request to be excluded from the settlement will be bound by the approval and judgment, and will thereby release, Hawk II Environmental Corp. and its parent companies, divisions, subsidiaries, affiliates, owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, former employees, representatives, attorneys, benefit plans, insurers, and all persons acting by, through, under, or in concert with any of them (“Released Parties”) from all claims, demands, rights, liabilities, and causes of action that were asserted by the class based on the facts asserted in the Complaint filed by Plaintiff in the lawsuit on June 24, 2016, including but not limited to any such claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1198, and 2802; the Private Attorneys General Act (California Labor Code section 2698 *et seq.*); and the Unfair Competition Law (California Business and Professions Code section 17200 *et seq.*). The release is limited to all claims as described above that were asserted on behalf of the class for the period from February 24, 2012, through January 26, 2017.

#### 11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the settlement. The letter must state, in substance: “I have read the Notice sent to me, and I wish to opt out of the settlement of the case *Omar Rodriguez v. Hawk II Environmental Corp.*, Los Angeles Superior Court, Case Number BC625121. I understand that I will not receive a settlement payment pursuant to the terms of the settlement.”

Be sure to include your name, address, telephone number, Employee ID number or the last four digits of your Social Security number, and signature. You must mail your exclusion letter postmarked no later than June 19, 2017, to Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863. Alternatively, you must fax your exclusion letter no later than June 19, 2017, to (949) 209-2503.

If you ask to be excluded, you will not get a settlement payment, and you cannot object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit.

#### 12. If I Don't Exclude Myself, Can I Sue Defendant Or Get Money From The Settlement?

If you exclude yourself from the settlement, you can still sue Defendant for any of the claims that this settlement resolves. But if you do not exclude yourself from the settlement, you cannot sue Defendant for those claims. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue with your own lawsuit. Remember, the exclusion deadline is June 19, 2017.

Again, if you exclude yourself from this settlement, you cannot get money from this settlement.

### 13. How Do I Tell The Court That I Don't Like The Settlement?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve the settlement.

You may object to the proposed settlement in writing. You also may appear at the final approval hearing for the settlement (see Question 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

All written objections must state (1) your full name; (2) the dates of your employment; (3) your Employee ID number or the last four digits of your Social Security number; (4) the basis for the objection; and (5) if you intend to appear at the final approval/settlement fairness hearing. You must mail your written objection postmarked no later than June 19, 2017, to Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863. Alternatively, you must fax your written objection no later than June 19, 2017, to (949) 209-2503.

### 14. What Is The Difference Between Objecting And Excluding?

Objecting is telling the Court that you don't like something about the settlement. You can object only if you do not exclude yourself. Excluding yourself, on the other hand, is telling the Court that you don't want to be a part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you still will receive settlement benefits under the settlement if the settlement is approved by the Court.

### 15. Do I Have A Lawyer In This Case?

The law firms of Hekmat Law Group and Jaurigue Law Group, both of which represent Plaintiff Omar Rodriguez, have been provisionally certified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

### 16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for Plaintiff and the class will be paid from the \$250,000.00 Maximum Settlement Amount. Class Counsel will ask for up to \$83,325.00 in attorneys' fees and will also ask for actual litigation costs incurred not to exceed \$7,500.00, the actual amount of which will be determined by the Court at the final approval hearing (see Question 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to pay your lawyer.**

If approved by the Court, a service payment to Plaintiff of an amount up to \$7,500.00 will be paid from the Maximum Settlement Amount for Plaintiff's work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

### 17. Notice Of Hearing On Final Approval And Objections To Class-Action Settlement.

You hereby are notified that a final approval hearing will be held before the Honorable John Shepard Wiley, Jr. on August 28, 2017, at 11:00 a.m., in Courtroom 311 of the Superior Court of California for the County of Los Angeles, located at 600 South Commonwealth Avenue, Los Angeles, California 90005, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. The Court may adjourn the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived and released any and all causes of action or claims against the Released Parties arising between February 24, 2012, through January 26, 2017, that were alleged in the lawsuit based on the facts contained in Plaintiff's Complaint.

**18. How Do I Get More Information?**

This Notice summarizes the proposed settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by contacting Class Counsel. You also can review the settlement documents at <http://phoenixclassaction.com/rodriguezvhawk/>.

**19. What If I Have Questions?**

If you have any questions about the settlement, you may contact the Settlement Administrator:

*Omar Rodriguez v. Hawk II Environmental Corp.*  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Toll-Free Phone Number: (800) 784-2174  
Fax Number: (949) 209-2503

You also may contact Class Counsel. The contacts for the Class Counsel are:

**JAURIGUE LAW GROUP**  
Michael J. Jaurigue  
Abigail A. Zelenski  
David Zelenski  
114 North Brand Boulevard, Suite 200  
Glendale, California 91203  
Telephone: (818) 630-7280  
Fax: (888) 879-1697

**HEKMAT LAW GROUP**  
Joseph Hekmat  
11111 Santa Monica Boulevard, Suite 1700  
Los Angeles, California 90025  
Telephone: (424) 888-0848  
Fax: (424) 270-0242

In addition, you can review settlement documents at <http://phoenixclassaction.com/rodriguezvhawk/>.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS. PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.**