

NIKR

AUG 18 2015

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 14 2015

L. Hall

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

BRADLEY HERMAN, Individually, and
On Behalf of Other Members of the Public
Similarly Situated,

Plaintiff,

v.

LOS ANGELES ENGINEERING, INC.
and DOES 1-10, inclusive,

Defendants.

Case No.: RIC 1211002
Hearing Date: August 13, 2015
Hearing Time: 8:30 a.m.
Hon. Judge: Sharon J. Waters
Dept.: 10

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S RENEWED UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT,
CONDITIONALLY CERTIFYING A CLASS,
DIRECTING DISTRIBUTION OF THE CLASS
NOTICE, APPOINTING CLASS COUNSEL,
APPOINTING CLAIMS ADMINISTRATOR,
AND SCHEDULING A FINAL APPROVAL
HEARING

Action Filed: July 19, 2012

1 This Court, having conducted a hearing on Plaintiff's Renewed Unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having considered the Stipulated Settlement
3 Agreement and Release of Claims ("Settlement Agreement" or "Settlement") and all of the legal
4 authorities, arguments, and documents submitted in support thereof and GOOD CAUSE appearing, IT
5 IS HEREBY ORDERED that Plaintiff's Renewed Unopposed Motion for Preliminary Approval of Class
6 Action Settlement is GRANTED, subject to the following findings and orders:

7 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all
8 capitalized herein shall have the same meaning as set forth in the Settlement Agreement.

9 2. The Class defined as "all persons who are or were employed and classified as hourly,
10 non-exempt production employees or in equivalent positions by Defendant in the State of California
11 from July 19, 2008 through the date the Court enters an order granting preliminary approval of this
12 Agreement (the "Class Period")," is conditionally certified for settlement purposes only.

13 3. The class action settlement set forth in the Settlement Agreement, entered into among the
14 Parties and their counsel; is preliminarily approved as it appears to be proper; to fall within the range of
15 reasonableness; to be the product of arm's-length and informed negotiations; to treat all Class Members
16 fairly; and to be presumptively valid, subject only to any objections that may be raised at the final
17 approval hearing. Additionally, the payment of the civil penalties to the California Labor & Workforce
18 Development Agency ("LWDA") under the California Labor Code Private Attorneys General Act of
19 2004 ("PAGA") is approved.

20 4. The Court approves, as to form and content, the proposed Class Notice (Exhibit A to the
21 Settlement Agreement); the Claim Form (Exhibit B to the Settlement Agreement); the Objection Form
22 that prominently states the case name and case number (Exhibit C to the Settlement Agreement), and the
23 Exclusion Form that Class Members may use (Exhibit D to the Settlement Agreement), which
24 collectively with a postage pre-paid reply envelope form the "Notice Packet."

25 5. The Court directs mailing, by first-class U.S. mail, of the Notice Packet, in substantially
26 the same forms as Exhibits A-D, and Reminder Postcard to Class Members in accordance with the
27 Settlement Agreement and schedule set forth below. The Court finds that the method selected for
28

1 communicating the Settlement to Class Members is the best notice practicable under the circumstances,
2 constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

3 6. Named Plaintiff BRADLEY HERMAN is a suitable class representative and is appointed
4 Representative Plaintiff for the Class.

5 7. The Dente Law Firm, Robbins Arroyo LLP, and James Hawkins APLC have
6 demonstrated to the Court's satisfaction that they are experienced in class action litigation and will
7 adequately represent the interests of all Class Members. Accordingly, the Court appoints Matthew S.
8 Dente of The Dente Law Firm, Brian J. Robbins and Diane E. Richard of Robbins Arroyo LLP, and
9 James R. Hawkins of James Hawkins APLC as Class Counsel.

10 8. The Court approves Phoenix Settlement Administrators as the Claims Administrator.

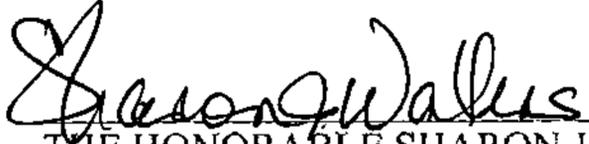
11 9. The parties are directed to carry out the terms of this Order and the Settlement
12 Agreement. The following timeline shall govern for the purposes of this Settlement (based on a
13 Preliminary Approval date of August 13, 2015):

14 August 20, 2015 (Within 7 calendar days of 15 Preliminary Approval Order)	Deadline for Defendant to provide Claims Administrator with Class List.
16 September 3, 2015 (Last business day within the 17 14 calendar day deadline from receipt of Class List)	Deadline for Claims Administrator to mail Notice Packets to Class Members.
18 October 6, 2015 (Not later than the 33rd 19 calendar day after the mailing of the Notice 20 Packets; based on an September 3, 2015 mailing date)	Last day for Claims Administrator to send Reminder Postcard to Class Members that the Claims Administrator has not received a response by the 30 th calendar day after the mailing of the Notice Packets.
21 November 2, 2015 (60 calendar days after 22 mailing of Notice Packet; based on an 23 September 3, 2015 mailing date)	Last day for Class Members to submit a Claim Form and to submit any challenge to the number of workweeks specified on Claim Form.
24 November 2, 2015 (60 calendar days after 25 mailing of Notice Packet; based on an September 3, 2015 mailing date)	Last day for Class Members to submit written objections to the Settlement.
26 November 2, 2015 (60 calendar days after 27 mailing of Notice Packet; based on an 28 September 3, 2015 mailing date)	Last day for Class Members to submit requests for exclusion from the Settlement.

1 2 3 4	November 17, 2015 (estimated) (Within 15 calendar days of the last date for Claims to be timely submitted)	Deadline for Claims Administrator to provide to the parties a written statement of the total payment Defendant shall send to the Claims Administrator to satisfy payment of all Individual Settlement Payments to be paid to all Participating Class Members and all required payroll taxes.
5 6 7	November 13, 2015, 2015 (No later than 20 calendar days prior to the Final Approval Hearing; based on a December 3, 2015 Final Approval Hearing date)	Claims Administrator to provide Defense Counsel and Class Counsel with final declaration regarding accounting and compliance.
8 9 10	November 19, 2015 (No later than 14 calendar days before the Final Approval Hearing; based on a December 3, 2015 Final Approval Hearing date)	Last day for Class Counsel to file Motion for Final Approval of Settlement including request for fees and enhancement service award, and any response to objections
11	Requesting December 3, 2015	Final Approval Hearing.
12 13 14	December 24, 2015 (Within 21 calendar days of the date the Court grants Final Approval of the Settlement; based on a December 3, 2015 final approval date)	Defendant to remit to Claims Administrator the amount to satisfy payment obligations.
15 16	January 7, 2016 (Within 14 calendar days of receipt of funds to satisfy payment obligations)	Claims Administrator to promptly pay all obligations after funding of settlement fund
17 18	June 3, 2016 (Within 150 calendar days of payment of settlement fund, based on a January 7, 2016 payment date)	Last day to file a report concerning the amount of money distributed

19 10. A Final Approval Hearing is set for December 3, 2015 at 8:30 a.m.

20
21
22 DATED: August 14, 2015

22 
23 THE HONORABLE SHARON J. WATERS
24 JUDGE OF THE SUPERIOR COURT

25
26 1048593

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

The Riverside Superior Court authorized this notice. This is not a solicitation from a lawyer.

If you are or were employed by Los Angeles Engineering, Inc. ("LAE") in California as an hourly employee in any of the jobs listed below at any time from July 19, 2008 to [PA date], a proposed class action settlement may affect your rights.

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> ➤ Carpenter ➤ Carpenter Apprentice ➤ Cement Mason ➤ Cement Mason Apprentice ➤ Crane Operator ➤ Equipment Operator | <ul style="list-style-type: none"> ➤ Laborer ➤ Laborer Apprentice ➤ Landscape Irrigation Laborer ➤ Landscape Irrigation Tender | <ul style="list-style-type: none"> ➤ Landscape Maintenance Laborer ➤ Operating Engineer ➤ Operating Engineer Apprentice ➤ Truck Driver ➤ Yard |
|--|--|--|

- A former hourly LAE employee named Bradley Herman ("Plaintiff") has sued LAE claiming it violated California's employment laws. A proposed Settlement has been entered into by Plaintiff and LAE on behalf other hourly LAE employees in any of the above jobs at any time between July 19, 2008 to [PA date] (the "Class" and "Class Members").
- If the proposed Settlement is approved by the Court, cash settlement payments will be available to Class Members. LAE would also be required to implement written policies for meal and rest periods, overtime wages, and reimbursement of expenses.

SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS IN THE PROPOSED SETTLEMENT	
PARTICIPATE TO RECEIVE A LUMP SUM CASH PAYMENT	<p><i>TO PARTICIPATE, YOU MUST SUBMIT A CLAIM FORM.</i></p> <p>Your estimated settlement payment is listed on the enclosed Claim Form. To make a claim for the payment, you will need to, on or before [insert deadline], complete, sign and submit the enclosed Claim Form. You will not be eligible to receive any money if you don't submit a completed Claim Form. See Section 8 below for more details.</p>
DO NOT PARTICIPATE BY SEEKING EXCLUSION FROM THE SETTLEMENT	<p><i>IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT AND WANT TO EXCLUDE YOURSELF FROM IT, YOU MUST SUBMIT THE EXCLUSION FORM.</i></p> <p>If you choose this option, the Exclusion Form must be postmarked no later than [insert deadline]. See Section 9 below for more details. If you properly excluded yourself, you will not receive any Settlement monies, including the amount estimated on the enclosed form, but you will keep any rights to sue LAE about the Released Claims (described in Section 7E), subject to the applicable statutes of limitation.</p>
OBJECT	<p><i>IF WANT TO OBJECT TO THE SETTLEMENT, YOU MUST FILE AND SUBMIT AN OBJECTION FORM.</i></p> <p>If you want to object, you must file and submit an objection form not later than [insert deadline]. Note, that if you intend to object to the proposed Settlement, but still want make a claim, you must timely return your Claim Form as detailed in Section 8 below.</p>
DO NOTHING	<p><i>IF YOU DO NOTHING, YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT AND YOU WILL GIVE UP YOUR RIGHTS TO SUE LAE FOR CLAIMS MADE IN THIS LAWSUIT.</i></p>

You cannot be retaliated against because of any actions you take, or do not take, in this proposed Settlement.

WHAT IS IN THIS NOTICE?

1. Basic Information & Summary of the Claims in the Lawsuit [insert page number]
2. Summary of the Proposed Settlement..... [insert page number]
3. Your Rights and Options [insert page number]
4. The Lawyers Representing the Parties..... [insert page number]
5. The Final Fairness and Approval Hearing [insert page number]
6. Getting More Information..... [insert page number]

BASIC INFORMATION & SUMMARY OF THE CLAIMS IN THE LAWSUIT

1. Why Did I Get This Notice?

The Riverside County Superior Court has conditionally certified, as a class action for settlement purposes only, the lawsuit Plaintiff filed against LAE known as *Bradley Herman v. Los Angeles Engineering, Inc., et al.*, Case No. RIC 1211002. The Court directed that this Notice be sent to you because LAE's records identify you as a "Class Member" because its records show that you were employed by LAE in one of the jobs listed on the first page of the Notice at some time from July 19, 2008 through [PA date]. The Court has not decided any of the factual or legal allegations made against LAE but has preliminarily approved the Settlement and, in doing so, ordered this Notice to be distributed to Class Members. In doing so, the Court has determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Final determination of those issues will be made at the final hearing scheduled on [insert date], 2015, at [insert time] a.m. in Department 10 of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501.

2. Why Should I Read This Notice?

This Notice explains the important terms of the proposed Settlement, how it affects you, deadlines, and your right to: (i) receive a settlement payment, (ii) object to the settlement, or (iii) exclude yourself from the settlement. Please read this Notice carefully. You have legal rights and options that you may exercise before the Court makes a final determination on the proposed Settlement's fairness, adequacy, and reasonableness. If you do not take action within the timeframes indicated you may lose any right you have to bring the same claims against LAE. See Section 7E.

3. What is the Lawsuit About and How has LAE Answered?

On July 19, 2012, Plaintiff filed a wage and hour lawsuit against LAE alleging that LAE among things had (i) failed to pay overtime wages and all wages due upon termination; (ii) failed to issue accurate paystubs; (iii) failed to provide meal and rest breaks; and (iv) failed to reimburse employee expenses. Plaintiff filed the lawsuit as a class action so that he could obtain money and employment changes at LAE on behalf of other former and current LAE employees. The lawsuit asked for LAE to be ordered to correct these violations and pay wages, interest and penalties (including penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA")) to Class Members. LAE denies any wrongdoing or that it violated any laws. You can read the complaint and LAE's answer to the complaint at [insert website]. These documents also can be accessed, during regular business hours, at the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501.

4. What is a Class Action, Who is Involved, and Why is This Lawsuit a Class Action for Settlement Purposes?

In a class action lawsuit, one or more persons called "Representatives" (in this case Bradley Herman) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The company the Representative Plaintiff sues (in this case LAE) is called the Defendant. The court resolves the issues that are allowed to proceed for everyone in the Class - except for those people who choose to not participate and exclude themselves from the Class.

5. What are the Definitions of Capitalized Terms Used in this Notice?

- a. "Action" and "Class Action" mean the lawsuit herein, generally known as *Bradley Herman v. Los Angeles Engineering, Inc., et al.*, Riverside County Superior Court Case No. RIC 1211002.
- b. "Claims Administrator" means Phoenix Settlement Administrators, the company that will administer the Class Action Settlement.
- c. "Class Period" means July 19, 2008 through [insert date of PA].
- d. "Court" means the Riverside County Superior Court or other court of competent jurisdiction.
- e. "Eligible Workweek" means a workweek that occurred during the Class Period and during which a Class Member worked at least 8 hours as an hourly non-exempt worker for Defendant based on Defendant's payroll records.
- f. "Individual Settlement Payment" means the amounts of money from the Net Settlement Amount that shall be paid to the Participating Class Members less employee's portion of required federal and state withholdings should the Settlement become final. Individual Settlement Payments shall be each Participating Class Member's share of the Net Settlement Amount.
- g. "LAE," "Company," and "Defendant" means Los Angeles Engineering, Inc.
- h. "Participating Class Member(s)" means those Class Members who file valid and timely Claim Forms with the Claims Administrator to register their claim for recovery from the Net Settlement Amount and who have not been deemed to have timely and validly requested exclusion from the Settlement.
- i. "Maximum Settlement Amount" means up to \$375,000.00 to be paid by LAE to settle the Action.
- j. "Net Settlement Amount" means the Maximum Settlement Amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) less all of the following: (1) Class Counsel's attorneys' fees (not to exceed One Hundred and Twenty Five Thousand (\$125,000.00) which is equivalent to one-third of the Maximum Settlement Amount), (2) Class Counsel's costs (not to exceed Fifteen Thousand Dollars (\$15,000.00)), (3) an Enhancement Service Award to be paid to Representative Plaintiff Bradley Herman not to exceed Five Thousand Dollars (\$5,000.00), (4) PAGA Penalties to the LWDA in the amount of \$3,750.00 for its share of the Five Thousand Dollars (\$5,000.00) PAGA payment, and (5) the Claims Administrator fees in the anticipated amount not to exceed Ten Thousand Dollars (\$10,000.00). The Net Settlement Amount is anticipated to be a maximum of Two Hundred Sixteen Thousand Two Hundred Fifty Dollars (\$216,250.00) depending on the number of claim forms submitted.
- k. "Parties" means Plaintiff and Defendant.
- l. "Plaintiff" and "Representative Plaintiff" means Bradley Herman.
- m. "Settlement" and "Class Action Settlement" mean the terms and conditions of the proposed settlement of the Action set forth in the *Stipulated Settlement Agreement and Release of Claims* filed with the Court and as approved.

SUMMARY OF THE PROPOSED SETTLEMENT

6. What is the Background of the Proposed Settlement?

After Plaintiff filed the lawsuit in 2012, the Parties and their attorneys conducted a thorough investigation of the facts and law in this case. The attorneys have analyzed the law and facts as it relates to Plaintiff's allegations, Defendant's defenses and the damages claimed by Plaintiff. Plaintiff and Plaintiff's counsel engaged in arm's-length negotiations with Defendant and their attorneys. The negotiations, which included a full day mediation with a retired judge - Hon. Jonathan Cannon (Ret.) - and investigation led to the proposed Settlement on a class action basis. The below discusses the reasons for that decision.

Defendant believes that the claims asserted in the Action are without merit. Defendant has denied and continues to deny Plaintiff's claims and all charges of wrongdoing and liability. Although Defendant has challenged the claims in the lawsuit and denies that it committed any wrongdoing or violation of law, it believes that further litigation of this case would be protracted,

expensive, and contrary to its best interests. Substantial amounts of time, energy, and other resources have already been devoted to defending Defendant against the claims. Unless there is a settlement, that situation will continue. In light of these realities, Defendant believes that the proposed Settlement is the best way to resolve the lawsuit while minimizing its own further expenditures and disruption to its business.

Plaintiff and his attorneys, on the other hand, believe that the claims have merit. However, in light of Defendant's position and defenses, they recognize the expense and length of the continued litigation necessary, as well as the possibility that Plaintiff will not be able to prove some or all of the claims. Without this settlement, Defendant would have the right to argue at trial they did not violate the law. This case involves many unresolved factual and legal issues. In Plaintiff's counsel's judgment, were this case to proceed to trial, it is uncertain whether Defendant would be found to have violated the law, and whether the amount of damages awarded would be more than the amount of the proposed Settlement. In summary, the outcome of a trial in this matter is uncertain, while the Settlement provides for firm changes to LAE's employment policies and provides for settlement payments to those making valid claims. In light of the risks of continued litigation and the benefits of the settlement, Plaintiff and Plaintiff's counsel believe that the Settlement is fair, reasonable, and adequate and in the best interests of the Class Members.

7. What are the Terms of the Proposed Settlement?

The following summarizes the Settlement terms. See Section 16 for information on how to obtain the full Settlement Agreement.

A. The Settlement Amount: Without admitting Defendant did anything wrong, LAE has agreed to pay up to \$375,000.00 - the Maximum Settlement Amount - to resolve the claims made in the lawsuit. In addition to the Maximum Settlement Amount, LAE will pay the employer's side payroll taxes due on the Individual Settlement Payments to Participating Class Members. The \$375,000 amount covers payments as follows (i) Class Counsel's attorneys' fees not to exceed \$125,000.00 (which is equivalent to one-third of the Maximum Settlement Amount) (Class Counsel has worked for years on this case and to date have not yet been paid for their work); (ii) Class Counsel's costs of litigation (not to exceed \$15,000.00) (Class Counsel has paid for all costs out of pocket and have not received any reimbursements yet); (iii) a Representative Plaintiff Enhancement Service Award payment to Bradley Herman (not to exceed \$5,000) for his service to the Class and broader release of claims; (iv) a payment to the California Labor and Workforce Development Agency for its share of PAGA penalties (\$3,750.00); (iv) the Claims Administrator fees (expected not to exceed \$10,000.00); and (vi) Individual Settlement Payments to Participating Class Members from a Net Settlement Amount that is approximated to be \$216,250.00 after deduction of approved amounts for items (i)-(v). In addition to the \$375,000.00 Maximum Settlement Amount, LAE will pay the employer's side payroll taxes due on the wage component of the Individual Settlement Payments to Participating Class Members.

B. Class Member Individual Settlement Payments:

Each Class Member who submits a timely and valid claim form will receive an Individual Settlement Payment from the Net Settlement Amount after final approval of the settlement by the Court. The Net Settlement Amount is subject to a minimum 50% payment floor meaning that if 50% of the money is not claimed, each Participating Class Member's Individual Settlement Payments will be increased on a pro-rata basis to meet the 50% payment floor and any amount above the 50% payment floor will be returned to LAE. Individual Settlement Payments are based upon a pro-rata value equal to the Maximum Net Settlement Amount multiplied by the ratio of (a) the number of Eligible Workweeks (as defined herein) by that Participating Class Member to (b) the total number of Eligible Workweeks worked by all Class Members. By way of example, if the total number of Eligible Workweeks worked by all Participating Class Members is equal to 50% of the total number of Eligible Workweeks worked by all Class Members, the Net Settlement Amount will be 50% of the maximum Net Settlement Amount. Preliminary calculations estimate that the range for pre-tax Individual Settlement Payments is from [insert \$ to \$], with the average Individual Settlement Payment estimated to be [insert \$].

Each Class Member's enclosed form is customized to the Class Member and indicates (i) the estimated Individual Settlement Payment the Class Member is expected to receive (prior to payroll tax withholdings) under the proposed Settlement; and (ii) the number of Eligible Workweeks LAE's records show and that the Individual Settlement Payment is based on for the period of July 19, 2008 through [insert PA date]. Keep in mind this is only an estimate. Final calculations will determine the actual amount of each Class Member's Individual Settlement Payment. Individual Settlement Payments are allocated as follows: (a) 30% of the amount is deemed wages subject to payroll withholdings and reported on a Form W2; and (b) 70% of the amount is deemed penalties and interest and reported on a Form 1099.

If a Class Member disagrees with the amount of Eligible Workweeks set forth on his/her enclosed form, he/she can dispute the amount by providing documentation to the Claims Administrator supporting a different number. The Claims Administrator will make the final determination as to the correct amount of workweeks to be used in calculating each Individual Settlement Payment and that determination is non-appealable.

C. Individual Settlement Payment Timing: LAE will pay all Individual Settlement Payments through the Claims Administrator, in accordance with the terms of the *Stipulated Settlement Agreement and Release of Claims*, after Final Approval of the proposed Settlement. Payments will be made only after the Court gives final approval to the Settlement.

D. No Effect On Employee Benefit Plans: Neither the proposed Settlement nor any amounts paid under the Settlement will form the basis for additional contributions to, benefits under, or any other monetary entitlement under, LAE sponsored benefit plans, policies, or bonus programs.

E. Released Claims. If approved by the Court, each Class Member (who has not timely and validly requested exclusion from the proposed Settlement) will release LAE, its officers, directors, employees and agents, from all claims and/or causes of action, claims, liens, demands, damages, liquidated damages, penalties including waiting time penalties and penalties under the Labor Code Attorneys General Act of 2004, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and costs, interest, punitive damages, controversies, and liabilities arising from claims and alleged facts, under any federal, state or local law or administrative order, that were pled in the operative class action complaint, including the failure to pay wages (regular and overtime), the failure to pay wages upon termination, the failure to provide meal periods, the failure to provide rest periods, the failure to maintain or provide accurate itemized wage statements, the failure to maintain records, the failure to reimburse employee expenses, and violation of Business and Professions Code § 17200, during the Class Period of July 19, 2008 and [insert PA date] in which they worked for LAE.

F. Changes to Employment Policies. In addition to the monetary settlement sum, as a result of the initiation and prosecution of the Action, LAE represents that prior to entry of the Final Order, Defendant will have implemented written employment policies at issue in the Action specifically relating to meal and rest periods, the payment of overtime wages, and reimbursement of expenses.

YOUR RIGHTS AND OPTIONS

You have various rights and options regarding the proposed Settlement which are detailed below along with the timeframe for you to act. Regardless of which option you select, it is your responsibility to keep the Claims Administrator apprised of your correct address at all times until receipt of your settlement check should you be eligible to receive one. Please sign and mail or fax any change of address along with your social security number, former address, and new address to: *Bradley Herman v. Los Angeles Engineering, et al.* c/o [contact information for Claims Administrator].

8. How do I Participate to Receive a Settlement Payment?

You must complete the enclosed claim form properly, sign it and return it on or before [insert deadline] to [insert Claims Administrator mailing address and fax number], or you may submit a claim form on-line at [insert web address], not later than 11:59 P.M. (PT) on or before [insert deadline]. A reply envelope is enclosed for your convenience. If you do not sign and return the claim form by the above deadline, you will not receive a settlement payment should the Settlement become final, but you will still be bound by the terms of the Settlement, including the release of claims described in Section 7E unless you submit a timely Exclusion Form (see Section 9)

9. How do I Ask to be Excluded from the Proposed Settlement?

If you do not want to participate in the settlement and want to exclude yourself from it, you must complete, sign, and mail the Exclusion Form, faxed or postmarked no later than [insert deadline]. A reply envelope is enclosed for your convenience.

Those who submit a valid Exclusion Form (which confirms their desire to not participate in the Settlement), will not be deemed a final "Class Member" which means they are excluded from the Settlement in its entirety. As such, they will not receive a settlement payment, nor will they be considered to have released the Released Claims summarized in Section 7E.

Do not submit both a claim form and an Exclusion Form. If you do, the Exclusion Form will be deemed void and the claim form processed. The final order and judgment following approval by the Court of a settlement will bind all Class Members who do not request exclusion from the Settlement.

10. How do I Object to the Proposed Settlement?

If you have not filed a valid Exclusion Form (as described in Section 9) and who want to object to the proposed Settlement, you must (i) file completed and signed Objection Form with the Court not later than [insert deadline], (ii) mail the completed and signed Objection Form to the attorneys listed on the Objection Form by U.S. Mail, postmarked not later than [insert deadline]. Any Class Member who does not make, file, and serve his or her Objection Form within the time and in the manner provided above will be deemed to have waived such objections and/or ability to appear, and will be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

If the proposed Settlement is approved by the Court, an order will be signed by the Court that will resolve the Released Claims to the extent provided in the final order and judgment and will permanently bar all Class Members who have not requested exclusion from pursuing any and all Released Claims against LAE. Therefore, if you intend to object to the Settlement, but wish to make a claim for a settlement payment, you must timely return your claim form as indicated above in Section 8. Note that if the Court approves the proposed Settlement despite any objections and you have not returned your Claim Form, you will NOT receive a share of the Settlement proceeds and will be forever barred from asserting any of the claims described above as Released Claims.

11. What Happens if I do Nothing with Respect to the Proposed Settlement?

If the Settlement is approved and you have not taken any action, you will not receive a settlement payment, and you will be forever barred from asserting any of the claims described above as Released Claims.

12. Who is the Claims Administrator for the Proposed Settlement?

The Court has approved Phoenix Settlement Administrators ("Phoenix") as the Claims Administrator for the proposed Settlement. The Claims Administrator is a third-party neutral company that administers the proposed Settlement including but not limited to distributing the Notice, receiving and processing claim forms and Exclusion Forms, and processing settlement payments. The contact information for Phoenix is: 600 W. Broadway, Suite 700, San Diego, CA 92101, telephone: (888) 613-5553.

THE LAWYERS REPRESENTING THE PARTIES

13. Who are the Attorneys Representing Plaintiff and the Class Members for Settlement Purposes?

The following attorneys represent Plaintiff in the lawsuit he brought against LAE on behalf of the Class. The Court has approved, for purposes of the proposed Settlement only, that these attorneys also represent Class Members who do not submit a valid Exclusion Form. Should any Class Member wish to be represented for purposes of the settlement by attorneys other than those listed below, he or she may enter an appearance in the Action through his or her own lawyer at his or her own cost, and therefore will not be represented by the following attorneys:

Matthew S. Dente
THE DENTE LAW FIRM
600 B. Street, Suite 1900
San Diego, CA 92101
Telephone: (619) 550-3475
Facsimile: (619) 342-9668

James R. Hawkins
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Brian J. Robbins
Diane E. Richard
ROBBINS ARROYO LLP
600 B. Street, Suite 1900
San Diego, CA 92101
Telephone: (619) 525-3990
Facsimile: (619) 525-3991

14. Who are the Attorneys Representing Defendant LAE?

Attorneys for Defendant Los Angeles Engineering, Inc. are:

Scott Dauscher
Jon M. Setoguchi
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Telephone: (562) 653-3200
Facsimile: (562) 653-3333

THE FINAL FAIRNESS AND APPROVAL HEARING

15. When and Where is the Final Fairness and Approval Hearing?

You do not need to attend the Final Fairness and Approval Hearing.

However, you are notified that a Final Fairness and Approval Hearing will be held on [REDACTED], 2015, at [REDACTED] a.m./p.m., in Department 10 of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501, to determine whether the proposed Settlement is fair, reasonable, and adequate, and 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. Any Class Member who has properly filed and submitted an Objection Form may appear in person or through counsel at the Final Fairness and Approval Hearing, described above, and be heard as to why the Settlement should not be approved as fair, reasonable, and adequate, or why a judgment should not be entered.

GETTING MORE INFORMATION

16. How Do I Obtain Further Information?

The foregoing is only a summary of the lawsuit and the proposed Settlement. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you may refer to documents filed with the Court, including the *Stipulated Settlement Agreement and Release Of Claims* attached to [insert title of document] which was filed on [insert filing date], and which may be inspected during regular business hours in the Clerk's Office of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501, or you may view the *Stipulated Settlement Agreement and Release Of Claims*, Plaintiff's complaint, and Defendant's answer at [insert website]. **IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may call the following attorneys (please refer to the *Los Angeles Engineering* case, when you call):

Matthew S. Dente
THE DENTE LAW FIRM
600 B. Street, Suite 1900
San Diego, CA 92101
Telephone: (619) 550-3475
Facsimile: (619) 342-9668

James R. Hawkins
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Brian J. Robbins
Diane E. Richard
ROBBINS ARROYO LLP
600 B. Street, Suite 1900
San Diego, CA 92101
Telephone: (619) 525-3990
Facsimile: (619) 525-3991

DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS PROPOSED SETTLEMENT OR THE CLAIM PROCESS. DO NOT CONTACT LAE, OR ITS MANAGERS, FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT B

CLAIM FORM

COMPLETE AND SUBMIT THIS CLAIM FORM NOT LATER THAN [INSERT DEADLINE]

SIMID: <<SIMID>>
<<Last Name>> <<First Name>>
<<Address 1>> <<Address 2>>
<<City>> <<State>> <<Zip>>

Name/Address Changes (if any):

() _____
Area Code Telephone Number

YOU QUALIFY TO RECEIVE AN ESTIMATED SETTLEMENT PAYMENT IN THE AMOUNT OF \$ _____ PRIOR TO PAYROLL TAX DEDUCTIONS. TO BE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, SIGN AND SUBMIT THIS CLAIM FORM TO THE CLAIMS ADMINISTRATOR (PHOENIX SETTLEMENT ADMINISTRATORS) EITHER BY FAX NOT LATER THAN [INSERT DEADLINE], OR BY U.S. MAIL, POSTMARKED ON OR BEFORE [INSERT DEADLINE]. YOU MAY ALSO SUBMIT A CLAIM ON-LINE AT [INSERT WEB ADDRESS] NOT LATER THAN 11:59 P.M. P.T. ON OR BEFORE [INSERT DEADLINE]

PHOENIX SETTLEMENT ADMINISTRATORS
RE: HERMAN v. LAE SETTLEMENT
[INSERT ADDRESS]
[INSERT ADDRESS]
Fax Number: [INSERT]
Telephone Number: [INSERT]

Your estimated settlement payment is based on the number of workweeks that you worked for LAE at any time between July 19, 2008 and [insert PA date] as an hourly employee in any of these jobs: [insert jobs]. According to LAE's records, you worked approximately [insert number] workweeks. If you believe that the number of workweeks listed here is not accurate, provide, not later than [insert deadline], specific information and written documentation to the Claims Administrator (contact information listed above) regarding the number of workweeks you claim that you worked.

Dated: _____
(mm/dd/yyyy)

(Signature)

(Print Last Four Digits of Social Security Number)

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

BRADLEY HERMAN, Individually, and
On Behalf of Other Members of the Public
Similarly Situated,

Plaintiff,

v.

LOS ANGELES ENGINEERING, INC.
and DOES 1-10, inclusive,

Defendants.

Case No.: RIC 1211002

OBJECTION FORM

OBJECTION FORM

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST (1) FILE IT WITH THE COURT ON OR BEFORE [INSERT DEADLINE], AND (2) MAIL IT BY FIRST CLASS U.S. MAIL TO THE ATTORNEYS FOR THE PARTIES SO THAT IT IS POSTMARKED ON OR BEFORE [INSERT DEADLINE]. ADDRESSES ARE NOTED ON PAGE TWO OF THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. If you are making an objection but you still want to participate in the Settlement in the event any objections are submitted and overruled, you must submit a completed Claim Form.

[] I OBJECT to the *Herman v. Los Angeles Engineering* Settlement on the following grounds:

[Form continues on reverse side]

I will attend the hearing on the motion for final approval of the settlement

I am or will be represented by an attorney (provide name and address of attorney on lines below)

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

FILE WITH THE COURT NOT LATER THAN [INSERT DEADLINE] AT:

Superior Court of the State of California, County of Riverside
4050 Main Street
Riverside, CA 92501

AND

MAIL TO THE FOLLOWING ATTORNEYS, BY U.S. MAIL, POSTMARKED NOT LATER THAN [INSERT DEADLINE]:

Brian J. Robbins
Diane E. Richard
ROBBINS ARROYO LLP
600 B. Street, Suite 1900
San Diego, CA 92101

Scott Dauscher
Jon M. Setoguchi
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
12800 Center Court Drive, Suite 300
Cerritos, CA 90703

EXHIBIT D

EXCLUSION FORM

COMPLETE AND SUBMIT THIS EXCLUSION FORM NOT LATER THAN [INSERT DEADLINE].

PHOENIX SETTLEMENT ADMINISTRATORS
RE: HERMAN v. LAE SETTLEMENT
[INSERT ADDRESS]
[INSERT ADDRESS]
Fax Number: [INSERT]
Telephone Number: [INSERT]

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED SETTLEMENT BY EXCLUDING YOURSELF FROM IT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.

[] By checking the box to the left, and signing and completing the below, I agree to the following:

I do not want to participate in the settlement in *Bradley Herman v. Los Angeles Engineering, Inc., et al.* (Riverside County Superior Court Case No. RIC 1211002). I understand by not participating and excluding myself from the settlement, that I will not receive any money from the settlement.

Dated: _____
(mm/dd/yyyy)

(Signature)

(Print Name)

(Print Last Four Digits of Social Security Number)

(Print Address)

(Print City, State, Zip Code)