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19 *Attorneys for Plaintiff Omar Rodriguez*

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **LOS ANGELES COUNTY**
22 **CENTRAL CIVIL WEST**

23 OMAR RODRIGUEZ, individually and on
24 behalf of all others similarly situated,

25 Plaintiff,

26 v.

27 HAWK II ENVIRONMENTAL CORP., a
28 California corporation; and DOES 1-10,
inclusive,

Defendants.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 06 2017

Sherri R. Carter, Executive Officer/Clerk
By: Isabel Arellanes, Deputy

FILED BY FAX

Case No. BC625121

*Assigned to the Hon. John Shepard Wiley, Jr.,
Department 311*

**DECLARATION OF ABIGAIL
ZELENSKI IN SUPPORT OF MOTION
FOR CONDITIONAL CERTIFICATION
OF SETTLEMENT CLASS AND
PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT**

Judge: Hon. John Shepard Wiley, Jr.
Date: March 8, 2017
Time: 11:00 a.m.
Dept: 311

Complaint filed: June 24, 2016

1 ABIGAIL ZELENSKI declares under penalty of perjury under the laws of the State of California and
2 the United States as follows:

3 1. I am a member in good standing of the State Bar of California and am one of the
4 attorneys for Plaintiff Omar Rodriguez (“Plaintiff”) in the within action. I make this Declaration on
5 behalf of Plaintiff in support of Plaintiff’s Motion for Conditional Certification of Settlement Class and
6 Preliminary Approval of Class-Action Settlement. If sworn as a witness, I could competently testify to
7 each and every fact set forth herein from my own personal knowledge.

8 2. I have been a licensed attorney for over thirteen years. I graduated from the University of
9 Southern California (B.A., 2000) and the UCLA School of Law (J.D., 2003) and became a member of
10 the California Bar in 2003. Between December 2003 and January 2013, I worked as an attorney at
11 Harris & Ruble, a boutique law firm based in Los Angeles specializing in class actions. I have
12 represented many employees in numerous class actions involving disputes under the California Labor
13 Code and/or Fair Labor Standards Act. E.g., Greenberg v. EP Management Services, LP, Los Angeles
14 Superior Court Case No. BC 237787; Brackett v. Saatchi & Saatchi, Los Angeles Superior Court Case
15 No. BC 298728; Jenne v. On Stage Audio Corporation, United States District Court for the Central
16 District of California Case No. CV 04-2045 CAS (PJWx); Harrington v. Manpay, LLC, Los Angeles
17 Superior Court No. BC 312171; Alfano v. International Coffee & Tea, LLC, United States District Court
18 for the Central District of California Case No. CV 04-8996 SVW (CWx); Hansen v. Advanced Tech
19 Security Services, Inc., Los Angeles Superior Court, Case No. BC 367175; Ophuls v. Sessions Payroll
20 Management, Inc., Central District of California Case No. CV-07-04904 VBF (SSx); Clesceri v. Beach
21 City Investigations & Protective Services, Inc., Central District of California, Case No. CV-10-3873 JST
22 (RZx); and DeLeon v. Admiral Security Services, Inc., Alameda County Court, Case No. RG 11596478.
23 In addition, I have appeared on the list “Super Lawyers Rising Star” for Southern California for the last
24 five consecutive years, in 2013, 2014, 2015, 2016, and 2017.

25 3. I have worked on over thirty-five class- and collective-action matters, which have settled,
26 and have been appointed class counsel in connection therewith. E.g., Deckard v. Banco Popular North
27 America related to Silva v. Banco Popular North America, Central District of California Case No. CV
28 08-6709 JFW (RZx) (\$1,050,000 settlement of California Labor Code and FLSA claims); Lipps v.

1 International Coffee & Tea, LLC, Los Angeles Superior Court Case No. BC 405858 (\$150,000
2 settlement of Labor Code claims); Valenzuela v. ARES Group Incorporated, Los Angeles Superior
3 Court Case No. BC 395292 (\$100,000 settlement of Labor Code claims); Lynch v. Universal Security
4 Concepts, Inc., Central District of California Case No. CV-07-05908 ABC (CTx) (\$200,000 settlement
5 of FLSA claims); Ambers v. Treasure Entertainment, Inc., Central District of California Case No. CV-
6 09-8953 SVW (RZx) (payment of unpaid wages), and; Dizon v. Ito, Incorporated, Northern District of
7 California Case No. CV-10-00239-JSW (\$2,451,000 settlement of California Labor Code and FLSA
8 claims); Jacobs v. Institute of Reading Dev., Inc., N.D. Cal. Case No. 10-CV-00574-JCS (\$275,000
9 settlement of California Labor Code and FLSA claims); and Peralta v. Macerich Management Company,
10 Marin County Superior Court Case No. CIV 1004656 (\$2,200,000 settlement of California Labor Code
11 claims).

12 4. For over thirteen years, I have researched and argued claims such as those at issue in this
13 case, i.e., non-payment of overtime under California law, failure to provide rest and meal breaks,
14 “continuing wages” under section 203 of the California Labor Code, and liquidated damages under
15 section 226 of the California Labor Code. E.g. Greenberg v. EP Management Services, LP, Los Angeles
16 Superior Court Case No. BC 237787, filed October 2, 2000 and resolved by class-action settlement in
17 2008; Hansen v. Advanced Tech Security Services, Inc., Los Angeles Superior Court, Case No BC
18 367175, filed March 1, 2007 and resolved by class-action settlement in 2009.

19 5. David Zelenski, who works with me at the Jaurigue Law Group, has been a licensed
20 attorney for over twelve years and has appeared on the list as a “Super Lawyers Rising Star” for
21 Southern California for the last five consecutive years, in 2013, 2014, 2015, 2016, and 2017. He is a
22 graduate of Reed College (B.A. 1999) and the University of Southern California (J.D. 2003), and his
23 law-school Note—Talent Agents, Personal Managers, and Their Conflicts in the New Hollywood, 76 S.
24 Cal. L. Rev. 979 (2003)—has been cited by the California Supreme Court in Marathon Entertainment
25 Inc. v. Blasi, 42 Cal. 4th 974 (2008). Throughout the years, he has been appointed as class counsel in
26 numerous class actions, before both federal and state courts. See, e.g., Gonzalez v. Preferred Freezer
27 Servs. LBF, LLC, 2013 WL 3931761 (C.D. Cal. July 29, 2013) (\$834,474 class-wide settlement);
28 McDonald v. Airport Terminal Servs., Inc., C.D. Cal. Case No. CV-11-1946 (\$250,000 class-wide

1 settlement); Stetson v. West Publ'g Corp., C.D. Cal. Case No. CV-08-00810 (\$9,500,000 class-wide
2 settlement); Kang v. Albertson's, Inc., C.D. Cal. Case No. CV-07-00894 (\$6,637,500 class-wide
3 settlement); Doty v. Costco Wholesale Corp., C.D. Cal. Case No. CV-05-3241 (\$7,500,000 class-wide
4 settlement); Agatep v. Exxon Mobil Corp., C.D. Cal. Case No. CV-05-2342 (\$1,500,000 class-wide
5 settlement); Stratford v. Citicorp West FSB, Monterey Super. Ct. Case No. M81026 (\$950,000 class-
6 wide settlement).

7 6. Sehreen Ladak, an attorney who works with me at the Jaurigue Law Group has been
8 licensed to practice law in the State of California since 2015. She graduated from the University of
9 Southern California (B.A., 2012) and the University of Southern California Gould School of Law (J.D.,
10 2015). Ms. Ladak had an externship with the Honorable Kathleen Mulligan in the U.S. Equal
11 Employment Opportunity Commission between May and August 2014.

12 7. Joseph Hekmat, an attorney at Hekmat Law Group, lists his qualifications in the Hekmat
13 Declaration filed concurrently herewith.

14 8. On or about February 17, 2016, Plaintiff sent a pre-litigation demand letter to
15 Defendant's counsel outlining the facts and claims of the action. Thereafter, on or about February 24,
16 2016, the parties entered into an agreement tolling the parties' claims, defenses, and statute of
17 limitations through April 23, 2016. The parties entered into a second tolling agreement on or about
18 April 24, 2016, extending the tolling agreement through June 24, 2016.

19 9. On or about April 25, 2016, pursuant to section 2699.3(a)(1), Plaintiff gave written notice
20 to the Labor and Workforce Development Agency ("LWDA"), of the specific provisions of the
21 California Labor Code alleged to have been violated.

22 10. Between February 24, 2016 and the mediation date of December 13, 2016, the parties
23 engaged in substantial investigation, informal discovery, and formal discovery in connection with the
24 action. Defendant provided relevant employment data to Plaintiff, including timecards and weekly
25 schedules for 21 employees (representing one-fifth of the Class), releases from nearly 70 employees,
26 payroll records in the form of payroll journal reports for all employees during the relevant time period,
27 and exemplar arbitration agreements. I relied on this information for Plaintiff's damage analysis.
28 Plaintiff sat for his deposition on or about November 30, 2016.

1 11. On December 13, 2016, upon agreement, the parties participated in full-day mediation
2 with Henry Bongiovi, an AV-Rated Attorney and seasoned mediator with extensive experience in
3 California Labor and Employment laws. Attached hereto as **Exhibit 3** is the curriculum vitae of Mr.
4 Henry Bongiovi. Present at the mediation were Plaintiff Omar Rodriguez, the undersigned, Joseph
5 Hekmat, David Zelenski, and Sehreen Ladak. With respect to Defendant, Joe Bezerra, Jr. was present as
6 the authorized representative of Defendant. Defendant’s attorney Devon Lyon was also present. After
7 almost an entire day of mediation, the parties ultimately reached an arms-length settlement, which was
8 later formalized into the Settlement, which Plaintiff now submits to this Court for preliminary approval.
9 The settlement negotiations, with the help of Mr. Bongiovi, were vigorous, truly arms’ length, and
10 involved a contentious—albeit collegial—debate.

11 12. Attached hereto as **Exhibit 1** is a true and correct copy of the fully executed Stipulation
12 of Settlement Agreement and Release (“Settlement”).

13 13. Attached hereto as **Exhibit 2** is a true and correct copy of the proposed Class Notice.

14 14. In negotiating the Settlement, I have very carefully considered the risks of further
15 litigation. I have carefully considered the expenses involved in further litigation, the potential recovery
16 to the class if the case were fully litigated through trial, and the probability of any recovery for class
17 members being delayed in the event of a successful trial outcome by the taking of an appeal.

18 15. Plaintiff believes he possesses a strong case for unpaid overtime, inadequate meal and
19 rest breaks, failure to reimburse uniforms, and related claims on behalf of himself and the putative class,
20 including damages under Labor Code section 226. However, if this case is not settled, Defendant
21 intends to vehemently oppose a motion for class certification. If this case were to continue, Defendant
22 will likely argue that Plaintiff is not an adequate representative for the employees at Defendant’s
23 Hacienda Heights, California gas station (where he briefly worked) and at Defendant’s Shell Station in
24 Montebello, California (where Plaintiff did not work at all). Defendant will likely further argue that it
25 obtained valid releases/waivers from potential class members, bringing the class-size down to less than
26 thirty. Such arguments may affect the numerosity requirement to defeat class certification. With respect
27 to damages under section 226, Defendant would likely contend that individualized inquiry into each
28 putative class member’s claim of damages would be required.

1 16. Under the Settlement, the class is defined as:

2 [A]ll employees of Defendant employed in the State of California at any time during . . .
3 the period beginning February 24, 2012, to the date the Settlement is signed by all the
4 parties . . . excluding any person who submits a timely and valid request for exclusion as
5 provided in th[e] Settlement.

6 (Exhibit 1, ¶¶ 3, 6, 32, 37, 41.)

7 17. Through formal and informal discovery with Defendant, Plaintiff believes that the size of
8 the Class consists of approximately 109 current and former employees. Defendant contends that the size
9 of the class is less than 30 members. For the purposes of settlement, the parties have stipulated to a
10 class-size of approximately 109 current and former employees.

11 18. Based on my analysis, with a class consisting of 109 persons, the possible range of
12 recovery is as follows:

13 a. Overtime: I have reviewed the documents and information provided by Defendants,
14 through formal and informal discovery, and based on the limited putative class members' salary and
15 typical hours worked provided, I estimate that the total unpaid overtime for Defendant's failure to apply
16 the proper overtime rate when employees worked over eight hours in a workday is approximately
17 \$2,000. I estimate that the total unpaid wages for off-the-clock time is approximately \$4,000. For civil-
18 penalty liability, which is covered by a one-year limitations period, a reasonable estimate of the total
19 number of violations is approximately 240. Using the \$100 civil-penalty amount set forth in section 558
20 of the Labor Code, the total civil penalties come to approximately \$24,000 for 109 employees.
21 However, it should be pointed out that if Defendant proves that more than 75 of the putative class
22 members signed valid releases, as they have alleged, these figures would substantially diminish.
23 Defendant disputes these calculations.

24 b. Meal and Rest Breaks: Based on my review of the information and documents provided
25 by Defendant, I have conservatively calculated that collectively the 109 class members missed
26 approximately 9,100 meal breaks during the relevant time period, and is owed approximately \$72,000 in
27 missed meal wages. I further estimate at least the same number of missed rest periods, which entitle the
28 class members to approximately \$72,000 in missed rest-break wages. As to civil penalties, I estimate

1 that Defendant is liable for \$250,000. Defendant would reiterate the arguments above, and also likely
2 argue that the polices amongst its three gas stations were different, raising individualized issues in
3 calculating these damages.

4 c. Wage statement violations: Based on my review of the information and documents
5 provided by Defendant, Defendant violated section 226(a). Each class member would be entitled to
6 recover statutory penalties of \$50 for the initial pay period in which the defective statement was issued
7 and \$100 for each subsequent defective statement, not exceeding an aggregate penalty of \$4,000 per
8 employee pursuant to section 226(e). Under Labor Code section 2699(f), Plaintiff would be entitled to
9 recover \$100 for the first violation and \$200 for each subsequent violation, with no cap on the PAGA
10 damages that are available to Plaintiff. Plaintiff contends that Defendant would be liable for \$115,000
11 under section 226(e) payable to putative class members, and an additional \$250,000 for civil penalties
12 under section 2699(f).

13 d. Uniform Reimbursements: Upon review of the information and documents provided, I
14 would estimate that Defendant owes putative class members approximately \$1,090 for uniforms
15 (assuming \$10/uniform) and an additional \$21,800 in PAGA penalties.

16 e. Continuing wages. Based on informal discovery with Defendant, there are approximately
17 50 former employees. Based on the hundreds of pages of payroll data that Defendant provided and
18 assuming a conservative average hourly wage rate of \$8.36, and an average workday of seven hours,
19 continuing wages would come to approximately \$1,755 per former employee ($\$8.36 \times 7 \times 30$ days), for a
20 total of \$87,750.

21 19. After a careful analysis of all of the relevant factors, I have formed and now hold the
22 opinion that the terms and conditions embodied in the settlement are fair, reasonable, and equitable; that
23 they represent a good result; and that the risks and delay of further litigation likely outweigh the
24 potential benefits that might be derived from further litigation. Further litigation could result simply in
25 higher attorneys' fees, but there is a good chance it would not result in a significantly greater recovery
26 for the individual class members.

27 20. The Settlement provides for Plaintiff and the settlement class to a fixed, non-reversionary
28 common settlement fund of \$250,000 that shall be allocated as follows, subject to Court approval: (i) A

1 request for class counsel’s attorneys’ fees in the amount of \$83,325 or 33.33% of the settlement fund,
2 plus costs and expenses as supported by declaration; (ii) Third –party settlement administration fees
3 estimated not to exceed \$12,000; (iii) Plaintiff’s enhancement award totaling \$7,500; (iv) Payment to
4 the Labor and Workforce Development Agency in the amount of \$20,000 for alleged civil penalties
5 owing under PAGA; (v) Eighty percent of the net settlement fund (i.e. the total settlement fund of
6 \$250,000 less the Plaintiff’s enhancement, class counsel’s attorneys’ fees and costs, third party
7 settlement administration fees, employer-side payroll taxes, and payment to the Labor and Workforce
8 Development Agency) to be paid pro rata to each class member based on the number of workweeks
9 worked throughout the class period of February 24, 2012, to January 26, 2017, the date the Settlement is
10 signed by all the parties [January 26, 2017]; (vi) Twenty percent of the net settlement fund (i.e. the total
11 settlement fund of \$250,000 less the Plaintiff’s enhancement, class counsel’s attorneys’ fees and costs,
12 third party settlement administration fees, employer-side payroll taxes, and payment to the Labor and
13 Workforce Development Agency) to be paid pro rata to all class members who are former employees of
14 Defendant by the date the Settlement is signed by all the parties for waiting-time penalties under section
15 203 of the California Labor Code. For any class member who previously executed a “Confidential
16 General Release Agreement” with Defendant between February 17, 2016, and December 12, 2016, and
17 received a previous settlement payment therefrom, such payment will be reduced from the class
18 member’s individual settlement payment. The amount deducted will be paid to the Los Angeles
19 Mission—Urban Training Institute, as the *cy pres* recipient. The specific dollar amount allocated to
20 each class member will not be known until the administration process has completed and it is known
21 how many class members request to be excluded from the settlement and how many class members
22 received payments after signing a Confidential General Release Agreement. (Exhibit 1, ¶¶ 60-67.) If no
23 class member requests exclusion, the average amount each class member will receive is \$1,170; in other
24 words, with a 100% participation rate, class members will look to receiving approximately \$1,170, on
25 average, each.

26 21. The Los Angeles Mission, the *cy pres* recipient, is a 501(c)(3) corporation located at 303
27 East Fifth Street, Los Angeles, California 90013. The funds given to the *cy pres* recipient shall be
28 earmarked for employment-training programs at the Urban Training Institute at the Los Angeles

1 Mission. (Exhibit 1, ¶ 63(a)(iv).) According to its website, the Urban Training Institute provides
2 employment training services, adult education courses, and education and thorough career assessments.

3 22. Defendant’s counsel has advised me that Defendant will be securing a loan to fund the
4 settlement amount. Accordingly, Defendant will deposit \$25,000 upon preliminary approval of the
5 Settlement. Defendant shall then deposit \$165,000 of the settlement amount to the Settlement
6 Administrator to fund the Settlement within five (5) calendar days of the Effective Date of the
7 Agreement (Exhibit 1, ¶¶61-62.) Within two (2) months after the Effective Date, Defendant shall
8 deposit an additional \$30,000 to the Settlement Administrator. (*Id.* at ¶ 62.) Within four (4) months of
9 the Effective Date, Defendant shall deposit the final \$30,000 of the settlement fund to the Settlement
10 Administrator. (*Id.*) The “Effective Date” means: (a) the date when the Final Approval Order and
11 Judgment is signed, if there are no objectors; or (b) in the event there are objectors, forty-five (45)
12 calendar days after service of notice of entry of the Final Approval Order and Judgment on the Parties
13 and all objectors to the Settlement without any appeals or request for review being taken, or (c) forty-
14 five (45) calendar days after service of orders affirming said Final Approval Order and Judgment or
15 denying review after exhaustion of all appellate remedies, if appeals or requests for review have been
16 taken. (Exhibit 1, ¶ 12.) Individual settlement payments shall be mailed by regular first class U.S. Mail
17 to Settlement Class Members’ respective last-known mailing addresses no later than fourteen (14)
18 calendar days after the Effective Date. (Exhibit 1, ¶ 64.) In the event that any individual settlement
19 payment check remains uncashed after one-hundred-eighty (180) calendar days, said check shall be
20 voided, and such funds shall escheat in accordance with the applicable escheat laws of the States
21 involved. It shall be the responsibility of the Settlement Administrator to maintain an escheatment
22 account and to administer such uncashed Individual Settlement Payments in accordance with the
23 applicable escheat laws of the involved States pursuant to this provision. (Exhibit 1, ¶ 63.)

24 23. To participate in the Settlement, members of the settlement class need not do anything
25 but keep the Settlement Administrator apprised of any change of address. Pursuant to the Settlement, no
26 later than seven (7) days after preliminary approval, Defendant will provide the Settlement
27 Administrator with the full names, employee numbers, last-known addresses, last known home
28 telephone number, social security number, and dates of hire and termination of the class members.

1 (Exhibit 1, ¶ 44.) Upon receipt of said information from Defendant, the Settlement Administrator will
2 perform a search based on the National Change of Address Database to update and correct any known or
3 identifiable address changes. (Exhibit 1, ¶¶ 49, 50.) No later than fourteen (14) days after receiving
4 said information from Defendant, the Settlement Administrator shall mail copies of the Notice Packet
5 via regular first-class mail containing in English *and Spanish*: (a) a Notice of Class Action Settlement
6 informing class members that no action need be taken except to apprise the Settlement Administrator of
7 any change of address in order to receive their individual settlement payment, (b) an Employment
8 Information Sheet, containing the class member’s starting and ending dates during the class period, the
9 number of compensable workweeks, and the estimated amount of his or her individual settlement
10 payment if he or she does not request to be excluded from the Settlement; and (c) a Change of Address
11 form. (Exhibit 1, ¶¶ 45-48.) Any Notice Packets returned to the Settlement Administrator as non-
12 delivered on or before the response deadline shall be re-mailed to the forwarding address affixed thereto.
13 (Exhibit 1, ¶ 50.) If no forwarding address is provided, the Settlement Administrator shall exercise its
14 best judgment to determine the current mailing address. (Exhibit 1, ¶ 50.) Class members will have
15 forty-five (45) days after the Settlement Administrator mails the Notice Packet to class members to
16 request to be excluded from the Settlement. (Exhibit 1, ¶¶ 28.) Class members will have an additional
17 fifteen (15) days if they are re-mailed a Notice Packet due to the initial Notice Packet being returned to
18 the Settlement Administrator as non-delivered. (Exhibit 1, ¶ 50.)

19 24. Some Class members previously executed a “Confidential General Release” with
20 Defendant between February 17, 2016, and December 12, 2016, and received a previous settlement
21 payment therefrom. This previous settlement will be deducted from the class member’s individual
22 settlement payment to offset a potential windfall to those class members. The offset amounts will be
23 paid to the Los Angeles Mission, as a *cy pres* recipient, and earmarked for the Urban Training Institute
24 at the Los Angeles Mission. (Exhibit 1, ¶ 63.) Defendant has record of all class members who executed
25 a Confidential General Release and the amounts each said class member received.

26 25. The Settlement provides for a release of those claims asserted in the operative Complaint
27 and all claims asserted in the operative Complaint. (Exhibit 1, ¶¶ 7, 40.)

28 26. Plaintiff Omar Rodriguez is the proposed class representative. My colleagues, David

1 Zelenski, Joseph Hekmat, and I have discussed this role with Mr. Rodriguez, and the named Plaintiff
2 both understands and accepts his responsibilities as class representative. Plaintiff has expressed his
3 commitment to pursuing the claims of the class members. He has no conflicts of interest with class
4 members, as he shares the members' likely desire to be compensated for violations of the California
5 Labor Code. Plaintiff is committed to pursuing the claims of the class members, and Plaintiff's
6 motivation in retaining counsel and pursuing this action has been to collect unpaid wages for class
7 members and for himself. Plaintiff retained Jaurigue Law Group and Hekmat Law Group as his counsel
8 and has had numerous conferences over the telephone and in person regarding the action. Plaintiff's
9 participation in this action is detailed in the Hekmat Declaration and Rodriguez Declaration. At the time
10 of filing of the Motion for Final Approval, Plaintiff will request that the Court award him *up to* \$7,500
11 as incentive payments for his efforts on behalf of the class, including for his preparation for and sitting
12 for his deposition and preparation for and participation in a full-day mediation. Defendant has agreed
13 not to oppose or object to any such application or motion by Plaintiff. (Exhibit 1, ¶ 64.)

14 27. The Settlement provides that class counsel may request up to 33.33% of the Settlement,
15 or \$83,325. (Exhibit 1, ¶ 65.) Plaintiff will submit a Motion for Award of Attorneys' Fees and Costs
16 detailing the amount of time and costs incurred by Plaintiff's counsel, which will include supporting
17 documentation with respect to counsel's time and billing records. Any award of fees and costs will be
18 determined by the Court at the time of the hearing on the Motion for Final Approval of the Class-Action
19 Settlement.

20 28. Subject to Court approval, the parties recommend that the Court approve Phoenix
21 Settlement Administrators, located at 60 W. Broadway, Suite 700, San Diego, California 92101, as the
22 third-party settlement claims administrator. Administration costs and fees are estimated to be over
23 \$7,500, Phoenix Settlement Administrators has agreed to cap administration costs and fees at \$12,000.
24 The additional amount saved by appointing Phoenix Settlement Administrators as the claims
25 administrator will directly benefit the Class because that will only increase the Net Settlement Fund
26 available to class members. According to its website, Phoenix Settlement Administrators has years of
27 successful class action case management experience, from initial case pre-consultation and noticing
28 through award distribution, taxing and case conclusion. (See www.phoenixclassaction.com/about-us.)

1 Attached as **Exhibit 4** is an estimate for administration of this Settlement. Mr. Hekmat and I vetted
2 several third-party settlement administration organizations, and found Phoenix Settlement
3 Administrators to be the best and most cost-efficient. Quotes from other organizations vetted are
4 attached hereto as **Exhibit 5**.

5 29. I have read the foregoing, and the facts set forth therein are true and correct of my own
6 personal knowledge.

7 Executed February 3, 2017, in the City of Glendale, County of Los Angeles, State of California.

8 

9
10

Abigail Zelenski

EXHIBIT 1

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Stipulation of Settlement” or “Settlement”) is made and entered into by and between Plaintiff Omar Rodriguez (“Plaintiff”), individually and on behalf of others similarly situated, and Defendant HAWK II ENVIRONMENTAL CORP. (“Defendant”), subject to the terms and conditions hereof and the Court’s approval.

Definitions

1. “Action” means *Omar Rodriguez v. Hawk II Environmental Corp.*, Superior Court of the State of California, Los Angeles County, Case No. BC625121.
2. “Administration Costs” means such costs as the Court may authorize to be paid to the Settlement Administrator for the actual and direct costs reasonably charged by the Settlement Administrator for its services in administering the Settlement.
3. The “Class” or “Class Members” means all employees of Defendant employed in the State of California at any time during the Class Period.
4. “Class Counsel” means Jaurigue Law Group and Hekmat Law Group.
5. “Class Data” means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s employee number, full name, last-known address, last-known home telephone number, Social Security number, and start dates and end dates of employment with Defendant.
6. “Class Period” is the period beginning February 24, 2012, through the date this Settlement is signed by all the Parties.
7. “Class Released Claims” or “Released Claims” means all claims, demands, rights, liabilities, and causes of action that were or asserted by the Class based on the facts asserted in the Complaint in the Action, including but not limited to any such claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1198, 2802, the Private Attorneys General Act (“PAGA”), (California Labor Code section 2698 *et seq.*) and Unfair Competition Law (California Business & Professions Code § 17200 *et seq.*). Class Released Claims are limited to all claims as described above that were asserted on behalf of the Class for the period from February 24, 2012 through the date this Settlement is signed by all the Parties.
8. “Compensable Workweeks” shall be the number of workweeks worked by an individual Class Member within the Class Period.
9. “Complaint” means the pleading in the Action.
10. “Court” means the Superior Court of the State of California, Los Angeles County.
11. “Defendant’s Counsel” means the law firm of Lyon Legal.

12. “Effective Date” means: (a) the date when the Final Approval Order and Judgment is signed, if there are no objectors; or (b) in the event there are objectors, forty-five (45) calendar days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or request for review being taken, or (c) forty-five (45) calendar days after service of orders affirming said Final Approval Order and Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

13. “Employer-Side Payroll Taxes” means the employer’s portion of FICA, FUTA, and all other state and federal payroll taxes, which shall be paid out of the Maximum Settlement Amount.

14. “Fee and Expense Award” means such award of fees and expenses, as the Court may authorize, to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. The Fee and Expense Award will not exceed thirty-three and one-third percent (33.33%) of the Maximum Settlement Amount of two hundred fifty thousand dollars (\$250,000), which is eighty-three thousand, three hundred twenty-five dollars (\$83,325), plus Class Counsel’s actual out-of-pocket expenses in prosecuting this Action.

15. “Final Approval Date” means the date that the Final Approval Order and Judgment is entered by the Court.

16. “Final Approval Order and Judgment” means the Order and Judgment Granting Final Approval of Class Settlement that shall be submitted with the motion for final approval.

17. “Individual Pay Periods” means the total number of pay periods worked by each respective individual member of the Class during the period of time beginning February 24, 2012, and continuing through the date this Settlement is signed by all the Parties. Approximations and estimates will be used to cover periods where dates are missing or otherwise unavailable (if any).

18. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.

19. “Maximum Settlement Amount” means the amount of two hundred fifty thousand dollars (\$250,000.00) that Defendant shall pay as a result of this Stipulation of Settlement and Release.

20. “Net Settlement Proceeds” means the Maximum Settlement Amount of \$250,000.00 less the Fee and Expense Award, the Service Payment, the PAGA Payment, Employer-Side Payroll Taxes, and Administration Costs (all as approved and awarded by the Court).

21. “Notice Packet” means the Notice of Class Action Settlement; the Employment Information Sheet, and the Change of Address Form to be sent to Class Members.

22. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*

23. "PAGA Payment" means the sum of twenty thousand dollars (\$20,000), subject to approval by the Court, which shall be allocated from the Maximum Settlement Amount and paid to the California Labor and Workforce Development Agency ("LWDA") in settlement of the PAGA claim asserted in the Action.

24. "Parties" means Plaintiff and Defendant, collectively. "Party" shall mean either Plaintiff or Defendant, individually.

25. "Preliminary Approval Date" means that the date that the Court enters an order preliminarily approving the terms and conditions of this Stipulation of Settlement.

26. "Preliminary Approval Order" means the Order Granting Preliminary Approval of Class Action Settlement, which shall be submitted with the motion for preliminary approval.

27. "Released Parties" means Defendant 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.

28. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members, and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

29. "Service Payment" means such payment as the Court may authorize to be paid to Plaintiff in recognition of his efforts in obtaining the benefits of the Settlement. The Service Payment shall not exceed seven thousand five hundred dollars (\$7,500).

30. "Settlement" means the terms and conditions set forth in this Stipulation of Settlement.

31. "Settlement Administrator" means the claims administrator appointed by the Court.

32. "Settlement Class Members" or "Settlement Class" means all Class Members after excluding any person who submits a timely and valid request for exclusion as provided in this Settlement.

Recitals

33. On or about February 24, 2016, the Parties entered into an agreement tolling the Parties' claims, defenses, and statute of limitations until April 23, 2016. The Parties entered into a second tolling agreement on or about April 24, 2016, extending the tolling agreement through June 24, 2016.

34. Plaintiff filed the Class-Action Complaint in the Superior Court of the State of California, County of Los Angeles, on June 24, 2016, entitled *Omar Rodriguez v. Hawk II Environmental Corp.*, bearing Case Number BC625121.

35. After participating in extensive informal discovery, settlement discussions, and a day-long mediation session on December 13, 2016, with Henry Bongiovi (a well-respected mediator with considerable experience in mediating wage-and-hour class actions), Plaintiff and Defendant reached a settlement in principle, which is memorialized in this Stipulation of Settlement.

36. Plaintiff believes that the Action is meritorious and that class certification and/or representative treatment is appropriate.

37. The Parties stipulate and agree to the conditional certification of the Class for purposes of this Settlement.

38. The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties desire to fully, finally, and forever settle, compromise, and discharge the disputes and claims arising from the Action, as set forth herein.

Terms of Settlement

A. Settlement Consideration

39. Defendant shall pay the Maximum Settlement Amount of \$250,000, which shall be comprised of the Individual Settlement Payments, the Service Payment, the Fee and Expense Award, the PAGA Payment, the Employer-Side Payroll Taxes, and the Administration Costs, as specified in this Settlement. The Parties agree that this is a non-reversionary Settlement and that no portion of the Maximum Settlement Amount shall revert to Defendant.

B. Release by All Class Members

40. As of the Effective Date, Plaintiff and Class Members (other than those who submit an exclusion letter) fully release the Class Released Claims against the Released Parties and agree not to sue or otherwise make a claim against any of the Released Parties for the Class Released Claims.

C. Certification of the Settlement Class

41. The Parties stipulate to conditional class certification for the Class Period for purposes of settlement.

D. Preliminary Approval

42. As soon as is practicable, Plaintiff will file a motion for preliminary approval of the Settlement, which shall include this Stipulation of Settlement and any other documents necessary to implement the Settlement. Defendant shall timely file a statement of non-opposition to the motion for order granting preliminary approval. The preliminary approval motion shall be served by Class Counsel upon Defendant and the LWDA. Class Counsel shall provide a copy of the draft motion for preliminary approval to Defendant's Counsel for review three (3) days before filing it with the Court.

E. Settlement Administrator

43. The Settlement Administrator shall be responsible for printing and mailing the Notice Packets to Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; processing and mailing payments to the Class Representative, Class Counsel, the California Labor and Workforce Development Agency (“LWDA”), and Class Members as directed by the Court; distributing tax forms; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities

F. Notice Procedure

44. No later than seven (7) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members.

45. The Notice Packet shall contain the Notice of Class-Action Settlement, informing Class Members that, in order to receive an Individual Settlement Payment, they do not need to do anything except to keep the Settlement Administrator apprised of their respective current mailing addresses. The Notice of Class-Action Settlement shall set forth the release to be given to all Settlement Class Members in exchange for an Individual Settlement Payment.

46. The Notice Packet shall also contain an Employment-Information sheet, including the Class Member’s starting and ending dates of employment during the Class Period, the number of Compensable Workweeks, and the estimated amount of his or her Individual Settlement Payment if he or she does not request to be excluded from the Settlement. The Settlement Administrator shall use the Class Data to determine the dates of employment and calculate the number of Compensable Workweeks for each Class Member.

47. The Notice Packet shall contain a Change-of-Address form that Class Members may use, if necessary.

48. The documents in the Notice Packet shall be in English and Spanish.

49. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular first-class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address of each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

50. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If

no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the correct address by lawful means, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline.

51. Class Members will have the opportunity, should they disagree with Defendant's records regarding the dates of employment stated on their Employment-Information Sheet, to provide documentation and/or an explanation to show contrary employment dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement, and that determination shall be binding.

52. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, respective counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

53. Settlement Class Members are not required to submit a claim form to receive an Individual Settlement Payment. The Notice of Class-Action Settlement contained in the Notice Packet shall state that Class Members who wish to receive Individual Settlement Payments need not do anything except to keep the Settlement Administrator apprised of a current mailing address in order to receive an Individual Settlement Payment check following the Effective Date of the Settlement.

54. The Notice of Class-Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, telephone number, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax-stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance: "I have read the Notice sent to me, and I wish to opt out of the class-action Settlement of the case *Omar Rodriguez v. Hawk II Environmental Corp.*, Los Angeles County Superior Court, Case Number BC625121. I understand that I will not receive an Individual Settlement Payment pursuant to the terms of the Settlement." The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address of the Class Member. The date of the postmark or fax-stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days

after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their respective counsel seek to solicit or otherwise encourage Class Members to submit requests for exclusion from the Settlement.

55. If any Class Member submits a defective request for exclusion before the Response Deadline, the Settlement Administrator shall notify both Class Counsel and Defendant's Counsel so that the Parties can meet and confer regarding any such defective request for exclusion and thereafter promptly instruct the Settlement Administrator concerning the defect(s).

56. The Notice of Class-Action Settlement contained in the Notice Packet shall state that Settlement Class Members who wish to object to the Settlement must submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The Notice of Objection must be postmarked or fax-stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number. The date of the postmark or fax-stamp on the Notice of Objection shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. No Settlement Class Member may appear at the Final Approval/Settlement Fairness Hearing unless he or she has served a timely objection that complies with the procedures provided in this paragraph. At no time shall any of the Parties or their respective counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Members who submit a written request for exclusion are not entitled to object to the Settlement.

57. If any Class Member submits a defective request for exclusion before the Response Deadline, the Settlement Administrator shall notify both Class Counsel and Defendant's Counsel so that the Parties can meet and confer regarding any such defective request for exclusion and thereafter promptly instruct the Settlement Administrator concerning the defect(s)

58. Within one week (7 days) of the conclusion of the 45-day notice period (noted above and extended, if necessary, by the time periods also noted above), the Settlement Administrator will provide a written report to both Parties' counsel noting the number of Class Notices sent, the number that were returned as undeliverable (after the follow-up required herein), the number of requests for exclusion received, including the names of those individuals who opted out and the dates of the exclusions, and the objections received, if any. Prior to the due date for this report, the Settlement Administrator will reasonably respond to all requests from either Party's counsel for a report on the current status of the claims-administration process and provide weekly reports to the Parties' counsel.

59. If seven percent (7%) or more of the Class Members submit an Exclusion Letter, Defendant shall have the option of canceling the Settlement, and all actions taken in its furtherance will be null and void. Defendant must exercise this right within seven (7) calendar days after the Settlement Administrator notifies the Parties of the number of written requests for exclusion received. If Defendant exercises the option to cancel the Settlement, Defendant shall pay all Administration Costs incurred through the date of the cancellation, as well as all Administration Costs incurred as a result of the cancellation.

60. Plaintiff and Defendant agree that no Party, including their respective counsel of record, will encourage Class Members to submit requests for exclusion from the Settlement.

G. Funding and Allocation of Maximum Settlement Amount

61. Defendant is required to pay two hundred fifty thousand dollars (\$250,000), the Maximum Settlement Amount, which is comprised of the Individual Settlement Payments, the Service Payment, the Fee and Expense Award, the PAGA payment, the Employer-Side Payroll Taxes, and the Administration Costs, as specified in this Settlement.

62. Upon preliminary approval of the Settlement, Defendant shall deposit ten percent, or \$25,000, of the Maximum Settlement Amount with the Settlement Administrator.

63. No later than five (5) calendar days after the Effective Day, Defendant shall deposit \$165,000 of the Maximum Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Settlement.

Within two months after the Effective Date, Defendant shall deposit \$30,000 of the Maximum Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Settlement.

Within fourth months after the Effective Date, Defendant shall deposit the final \$30,000 of the Maximum Settlement Amount to the Settlement Administrator to fund the settlement, as set forth in this Settlement.

64. Individual Settlement Payments shall be paid from the Net Settlement Amount pursuant to the formula set forth herein.

(a) Calculation of Individual Settlement Payments.

(i) After deducting from the Maximum Settlement Amount of \$250,000.00 the Fee and Expense Award, the Service Payment, the PAGA Payment, Employer-Side Payroll Taxes, and Administration Costs (all as approved and awarded by the Court), the remainder is the Net Settlement Amount or "NSA." The NSA shall be distributed to all Class Members who do not submit a timely and proper request for exclusion, as follows:

(ii) Eighty percent (80%) of the NSA will be allocated to the Class and distributed pro rata based on the Class Member's number of workweeks worked throughout the Class Period, February 24, 2012, to the date this Stipulation for Settlement is signed by all the Parties. Should there be a dispute regarding the number of workweeks worked, Defendant's records will control and the Settlement Administrator shall make the final determination. This payment represents any amounts allegedly owed for wage-statement violations, allegedly owed meal-and-rest-period violations, allegedly owed unpaid overtime, allegedly owed uniform reimbursement, and any liquidated damages, interest, and penalties thereon—all as alleged in the Complaint. These payments made to the Class shall be allocated one-third to wages; one-third to penalties; and one-third to interest. The portion of each individual award allocated to penalties and interest shall be reported on a Form 1099 and the portion allocated to wages shall be reported on a Form W2 subject to tax withholding.

(iii) Twenty percent (20%) of the NSA will be allocated to all Class Members who are former employees of Defendant as of the conclusion of the Class Period. This payment shall represent any amounts allegedly owed for waiting-time penalties under section 203 of the California Labor Code—as alleged in the Complaint. Payments made hereunder to Class Members shall be reported on a Form 1099.

(iv) For any Class Member who previously executed a "Confidential General Release Agreement" with Defendant between February 17, 2016, and December 12, 2016, and received a previous settlement payment therefrom ("Previous Settlement Payment"), such Previous Settlement Payment will be deducted from the Class Member's Individual Settlement Payment ("Offset"). The Offset amounts will be paid to the Los Angeles Mission, as the *cy pres* recipient, subject to court approval. The Los Angeles Mission is a 501(c)(3) corporation and located at 303 East Fifth Street, Los Angeles, California 90013. The Offset amounts shall be earmarked for the Urban Training Institute at the Los Angeles Mission.

(b) For tax purposes, Individual Settlement Payments shall be allocated and treated as follows:

(c) Individual Settlement Payments shall be mailed by regular first class U.S. Mail to Settlement Class Members' respective last-known mailing addresses no later than fourteen (14) calendar days after the Effective Date.

(d) Any checks issued to Settlement Class Members shall remain valid and negotiable for one-hundred eighty (180) calendar days from the date of their issuance. Individual Settlement Payment checks which remain uncashed after one-hundred-eighty (180) calendar days shall be voided, and such funds shall escheat in accordance with the applicable escheat laws of the States involved. It shall be the responsibility of the Settlement Administrator to maintain an escheatment account and to administer such uncashed Individual Settlement Payments in accordance with the applicable escheat laws of the involved States pursuant to this provision.

65. Defendant agrees not to oppose or object to any application or motion by Plaintiff for the Service Payment to Plaintiff in the amount of seven thousand five hundred dollars (\$7,500), to be paid in addition to Plaintiff's Individual Settlement Payment. The Settlement Administrator shall pay the Service Payment to Plaintiff from the Maximum Settlement Amount no later than fourteen (14) calendar days after the Effective Date. Any portion of the requested Service Payment that is not awarded to Plaintiff shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Settlement. An IRS Form 1099 will be issued to Plaintiff in connection with the Service Payment.

66. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed thirty-three and one-third percent (33.33%) of the Maximum Settlement Amount (\$83,325 out of \$250,000), plus costs and expenses supported by declaration, from the Maximum Settlement Amount for the Fee and Expense Award. Any portion of the requested Fee and Expense Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed pro rata to Settlement Class Members as provided in this Settlement. The Settlement Administrator shall pay the Fee and Expense Award to Class Counsel from the Maximum Settlement Amount no later than fourteen (14) calendar days after the Effective Date. A Form 1099 will be issued to Class Counsel with respect to the fees distributed to them pursuant to this provision.

67. Twenty-thousand dollars (\$20,000) shall be allocated from the Maximum Settlement Amount for settlement of claims for civil penalties under PAGA that shall be paid to the LWDA no later than fourteen (14) calendar days after the Effective Date.

68. The Settlement Administrator shall be paid for its reasonably incurred fees and expenses, which are estimated not to exceed twelve thousand dollars (\$12,000). The Settlement Administrator shall be paid the Administration Costs no later than fourteen (14) calendar days after the Effective Date.

H. Tax Liability

69. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments described herein (other than the Employer-Side Payroll Taxes), and will hold the Parties free and harmless from and against any claims, liabilities, costs, and expenses, including attorneys' fees, resulting in any way from personal tax treatment of the payments made pursuant to this Settlement (other than the Employer-Side Payroll Taxes), including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

I. Motion for Final Approval

70. As soon as practicable following the expiration of the Response Deadline, Plaintiff shall file with the Court a motion for final approval of the Settlement, which motion shall request final approval of the Settlement and the amounts payable for the Service Payment Award, the Fee and Expense Award, and Administration Costs. Plaintiff shall serve a copy of the final approval

motion on Defendant's counsel, the LWDA, and any objector. Class Counsel shall provide a draft of the motion for final approval to Defendant's Counsel for review three (3) days prior to filing the motion for final approval of the Settlement.

71. The Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment, the Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

J. Defendant's Legal Fees, Costs, and Expenses.

72. All of Defendant's own legal fees, costs, and expenses incurred in the Action shall be borne by Defendant

K. No Effect on Employee Benefits

73. The Individual Settlement Payments and the Service Payment shall not have any effect on the eligibility for, or calculation of, any employee benefits (*e.g.*, vacation, retirement plans, *etc.*) of Class Members or Plaintiff. No benefit, including but not limited to 401(k) benefits, shall increase or accrue as a result of any payment made as a result of this Settlement.

L. This Settlement Is Fair, Adequate and Reasonable.

74. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action, and they have arrived at this Settlement after extensive arm's length negotiations, taking into account all relevant factors— present and potential.

M. Voiding the Settlement

75. In the event of any of the following—(i) the Court does not approve the scope of the Class Released Claims or (ii) material parts of the Stipulation of Settlement are not approved by the Court—Defendant may elect to reject this Settlement; the Stipulation of Settlement shall be null and void *ab initio*; any order or judgment entered by the Court in furtherance of this Settlement shall be treated as withdrawn or vacated by stipulation of the Parties; and, in that event, no part of the Stipulation of Settlement may be used as evidence in the Action, or in any other proceeding, forum, or litigation, regarding class- or representative-action treatment, or regarding the merits (or lack thereof) of the claims asserted in the Action. In such case, Plaintiff, Class Members, and Defendant shall be returned to their respective statuses as of the date immediately prior to the execution of this Stipulation of Settlement, except any costs incurred by the Claims Administrator, which amount shall be borne by Defendant. In the event an appeal is filed from the Final Approval Order and Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

N. Parties' Authority

76. The signatories hereto represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties to the terms and conditions hereof.

O. Mutual Full Cooperation

77. The Parties and their respective counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

P. No Prior Assignments

78. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released or discharged by this Stipulation of Settlement.

Q. Construction

79. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arms' length negotiations between the Parties and that this Stipulation of Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party or his or its counsel participated in the drafting of this Stipulation of Settlement.

R. Jurisdiction of the Court

80. Except for those matters to be resolved by the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity of, or otherwise arising out of, this Stipulation of Settlement, or relating to the Action or the Class Released Claims, shall be subject to the exclusive jurisdiction of the Court. Plaintiff, Class Members, and Defendant agree to submit to the personal and exclusive jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation of Settlement and all orders and judgments entered in connection therewith. The Parties and their respective counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Stipulation of Settlement and all orders and judgments entered in connection therewith.

S. California Law Governs

81. All terms of this Stipulation of Settlement shall be governed by, and interpreted according to the laws of, the State of California regardless of conflict of laws.

T. Invalidity of Any Provision

82. The Parties request that, before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

U. Headings

83. The headings contained herein are inserted as a matter of convenience and for reference, and they in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision hereof.

V. Amendment or Modification

84. This Stipulation of Settlement may be amended or modified only by a written instrument signed by respective counsel for all Parties or their successors in interest.

W. Entire Agreement

85. This Stipulation of Settlement, contains the entire agreement between Plaintiff and Defendant relating to the Settlement and transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel. No rights hereunder may be waived except in writing.

X. Binding on Assigns

86. This Stipulation of Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

Y. Interim Stay of Proceedings

87. The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

Z. Counterparts

88. This Stipulation of Settlement may be executed in counterparts, and, when each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

PLAINTIFF:

Dated: 1/25, 2017


OMAR RODRIGUEZ

DEFENDANT:

Dated: 1-26, 2016



HAWK II ENVIRONMENTAL CORP.
BY: JOE BAZZERA, JR
ITS: PRESIDENT

APPROVED AS TO FORM

DEFENDANT'S COUNSEL

LYON LEGAL

Dated: 1/26, 2016⁷

By: 

DEVON LYON

CLASS COUNSEL

JAURIGUE LAW GROUP

Dated: _____, 2016

BY: ABIGAIL ZELENSKI

HEKMAT LAW GROUP

Dated: _____, 2016

BY: JOSEPH HEKMAT

DEFENDANT:

Dated: _____, 2016

HAWK II ENVIRONMENTAL CORP.

BY: _____

ITS: _____

APPROVED AS TO FORM

DEFENDANT'S COUNSEL

LYON LEGAL

Dated: _____, 2016

By: _____

DEVON LYON

CLASS COUNSEL

JAURIGUE LAW GROUP

Dated: 1/26/17, ~~2016~~



BY: ABIGAIL ZELENSKI

HEKMAT LAW GROUP

Dated: 1/26, 2017



BY: JOSEPH HEKMAT

EXHIBIT 2

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, 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	
YOU CAN DO NOTHING (Deadline: _____, 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 receive a settlement payment in exchange for giving up 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 8). Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
YOU CAN ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: _____, 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 not receive a settlement payment but that you will keep any rights to sue Defendant in your own lawsuit for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> get a settlement payment.
YOU CAN OBJECT TO THE SETTLEMENT (Deadline: _____, 2017)	If you do not like the settlement, you can file an objection. If your objection is overruled, you will receive a settlement payment in exchange for giving up any rights you have to sue Defendant in your own lawsuit for the same legal claims made in this lawsuit. Important: You cannot ask to be excluded <u>and</u> submit an objection.

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 its employees' overtime and forcing employees to "clock-out" while still on duty each workday;
- (2) Issuing pay stubs that fail (a) to list employee identification numbers or only the last four digits of employees' social-security numbers (b) to list the dates of pay periods, and (c) the employer's address;
- (3) Failing to provide proper meal and rest breaks to its employees;
- (4) Failing to reimburse employees for purchasing required uniforms; and
- (5) Failing to pay all wages owed to terminated employees upon their termination.

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?

Judge Wiley decided that anyone who was employed by Defendant in the State of California at any time from February 24, 2012 through January 26, 2017 (the "Class Period"), is a class member.

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 will be the value of the Maximum Settlement Amount **after deducting** for the following (the "Net Settlement Proceeds"): (a) settlement-administration costs; (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, and (d) 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?

Your estimated share of the settlement is shown on the enclosed Employment-Information sheet and is 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 during the Class Period by all class members, whether you continue to work for Defendant, and whether you signed a “Confidential General Release Agreement” and received any money for signing the Confidential General Release Agreement. Any money received in exchange for signing a Confidential General Release Agreement will be deducted from your individual settlement payment and donated to the Los Angeles Mission’s Urban Training Institute. The number of your individual pay periods and amounts received through signing of any Confidential General Release Agreement were determined from Defendant’s records. If this information appears correct, you do not need to do anything. If you disagree with the number of pay periods or amount received for signing a “Confidential General Release Agreement,” see below (Question 9).

8. How Do I Get A Payment?

To qualify for payment, you need not do anything, but 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 Claim Form Is Inaccurate?

If you believe that the information on the Claim Form 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, last four digits of your social security number or employee identification 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 are 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 timely and 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 known and unknown claims, demands, rights, liabilities, and causes of

action that were or could have been asserted by the class based on the facts asserted in the Complaint in *Omar Rodriguez v. Hawk II Environmental Corp.*, Superior Court of the State of California, County of Los Angeles, Case No. BC625121, including but not limited to any such claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1198, 2802, the Private Attorneys General Act (“PAGA”), (California Labor Code section 2698 *et seq.*) and Unfair Competition Law (California Business & Professions Code section 17200 *et seq.*). The release is limited to all claims as described above that were or could have been asserted by the Plaintiff 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 want to be excluded from the settlement in *Omar Rodriguez v. Hawk II Environmental Corp.*, Superior Court of the State of California, County of Los Angeles, Case No. BC625121. I understand that, by requesting exclusion, I will not be eligible to receive any payment from the settlement.”

Be sure to include your name, address, telephone number, last four digits of your social security number or employee number, and signature. You must mail your exclusion letter postmarked no later than [REDACTED], 2017, to *****.

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 [REDACTED], 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. If you object in time and follow the procedures set out in this section, the Court will consider your views.

You must 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, provided you notify the Settlement Administrator of your intent to do so.

All objections must state (1) your full name of the Settlement Class Member; (2) the dates of your employment; (3) the last four digits of your Social Security number and/or your Employee ID number; (4) the basis for the objection; and (5) if you intend to appear at the Final Approval/Settlement Fairness Hearing. You must either mail or fax your objection and any notice of intent to appear postmarked/fax-marked no later than [REDACTED], 2017, to *****.

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 Court decided that the law firms of Hekmat Law Group and Jaurigue Law Group, both of which represent Plaintiff Omar Rodriguez, are qualified 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, 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 for Plaintiff of an amount up to \$7,500 will be paid from the Maximum Settlement Amount for 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 _____, 2017, at _____ 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 from all causes of action arising between February 24, 2012, through January 26, 2017, that were alleged or reasonably could have been 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 www.*****.com](http://www.*****.com).

19. What Is The Contact Information For The Court, Class Counsel, And Defendant's Counsel?

The addresses for the Court, Class Counsel, and Defendant's counsel are as follows:

CLASS COUNSEL	DEFENSE COUNSEL
<p data-bbox="386 275 760 302">Jaurigue Law Group</p> <p data-bbox="464 312 682 340">Abigail Zelenski</p> <p data-bbox="472 348 673 375">David Zelenski</p> <p data-bbox="475 384 670 411">Sehreen Ladak</p> <p data-bbox="394 420 751 447">114 North Brand Boulevard</p> <p data-bbox="509 455 636 483">Suite 200</p> <p data-bbox="397 491 748 518">Glendale, California 91203</p> <p data-bbox="391 527 755 554">Telephone: (818) 630-7280</p> <p data-bbox="433 562 712 590">Fax: (888) 879-1697</p> <p data-bbox="394 674 748 701">HEKMAT LAW GROUP</p> <p data-bbox="472 709 673 737">Joseph Hekmat</p> <p data-bbox="367 745 781 772">11111 Santa Monica Boulevard,</p> <p data-bbox="505 781 643 808">Suite 1700</p> <p data-bbox="375 816 773 844">Los Angeles, California 90025</p> <p data-bbox="391 852 756 879">Telephone: (424) 888-0848</p> <p data-bbox="433 888 714 915">Fax: (424) 270-0242</p>	<p data-bbox="943 291 1154 319">Lyon Legal</p> <p data-bbox="946 327 1151 354">Devon M. Lyon</p> <p data-bbox="904 363 1193 390">2698 Junipero Avenue</p> <p data-bbox="976 399 1122 426">Suite 201A</p> <p data-bbox="862 434 1235 462">Signal Hill, California 90755</p> <p data-bbox="872 470 1226 497">Telephone: (562) 216-7382</p> <p data-bbox="914 506 1183 533">Fax: (562) 216-7385</p>

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 [Settlement Administrator]

Address

City, CA, Zip

Toll-Free Phone Number: [insert]

Fax Number: [insert]

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.

EXHIBIT 3

HENRY JOSEPH BONGIOVI
Bongiovi Mediation
831 State Street
Santa Barbara, California 93101
(805) 564-2115
Fax (805) 883-1697

AWARDS

AV Rated ("5 out of 5") by Martindale-Hubbell
AVVO Rated - Superb "10 out of 10"

MEMBERSHIPS

California State Bar, admitted 1990
U.S. District Court, All Districts of California
U.S. Court of Appeals, 9th Circuit
Santa Barbara County Bar Association
Past Chairman of the Santa Barbara County Bar Association Employment Law Division
Past Chairman of the Conference of Delegates for the Santa Barbara County Bar Association
Past Member of the Santa Barbara County Superior Court Alternative Dispute Resolution Committee
Special Settlement Master, Santa Barbara County Superior Court
Mediator, Santa Barbara County Court Administrated Dispute Resolution (CADRe) Program
Facilitator/Mediator, Santa Barbara Superior Court CMADRESS Program
Master, William L. Gordon Inn of Court
Mediator, United States Bankruptcy Court

EDUCATION

LOYOLA LAW SCHOOL, Los Angeles, California
Juris Doctor, 1990
Founder and Chairman, Environmental Law Society
Member: Scott Moot Court Honors Program, Phi Alpha Delta, Students
Helping Students, and Italian American Law Students Association
Internship: Western Law Center For the Handicapped, January - May, 1990

UNIVERSITY OF CALIFORNIA, SAN DIEGO, La Jolla, California
Bachelor of Arts, Biology; Minor, Visual Arts, 1986
Provost's Honor List, six quarters, 1983 - 1986
National Newspaper Foundation Academic Scholarship, 1981 - 1985

EMPLOYMENT - LEGAL

LAW OFFICES OF HENRY J. BONGIOVI, Santa Barbara, California

March 1997 - Present

I am an AV Rated attorney and mediator in Santa Barbara operating a business law and civil litigation practice, including personal injury and medical malpractice, with an emphasis on employment and labor law, which includes representation of both management and employees. Represented clients include: Santa Barbara Bank & Trust; Affinity Bank; Santa Barbara Cottage Hospital; Saint Francis Hospital; Jensen Audio Visual; Bryant and Sons Jewelers; Target Media Partners; The Saladino Group; El Capitan Canyon Resort; Valle Verde Retirement Community; Thin Film Technology, Inc.; Blum and Sons Electrical; Craig Roof Company; Watkins Fence Company; Walter Claudio Salon Spa; Anderson Systems; Paysage Inc.; Buena Tools; Sunset Sheet Metal; South Coast Nuclear Medicine; The Santa Barbara Smoke House; Arias Construction; Old Spanish Days In Santa Barbara, Inc.; Melville Winery; Ca Dario Restaurant; Darin Jon Studio; Coast Village Physical Therapy; Santa Ynez Valley Hounds; Medium Footwear; We The People; California Court Interpreters Association; and Zona Seca. One of my represented clients is the Engineers and Technicians Association ("ETA"). The ETA is a union and its members are employed by the County of Santa Barbara and the Air Pollution Control District ("APCD"). In 1998, 2001, 2004, and 2007 I negotiated new union contracts with the County Of Santa Barbara on behalf of the ETA's County employees. In 1999, 2002, and 2005 I negotiated new union contracts with the APCD on behalf of the ETA's APCD employees. In addition to representing two hospitals, I have also represented several medical and dental practices. I have acted as a speaker for the Council on Education In Management, as well as Lorman Educational Services, in presenting seminars to attorneys, judges, and human resources professionals on various employment law topics. In addition to serving as a mediator on the Santa Barbara Superior Court CADRe mediation panel, I act as a special settlement master for the Santa Barbara Superior Court. In 2004, the Presiding Judge of the Santa Barbara County Superior Court appointed me to be a member of Santa Barbara County Superior Court's first Alternative Dispute Resolution Committee.

ANTICOUNI & ASSOCIATES, Santa Barbara, California

Attorney

December 1995 - March 1997

Worked as an associate attorney in a firm whose primary practice was civil litigation with an emphasis on employment and labor law. I handled approximately 50 files and was self-contained in that I had authority to handle cases on my own. My responsibilities included: mediations, arbitrations, Labor Commissioner hearings, settlement negotiations, client development, drafting pleadings and responses, law and motion, legal research and writing, discovery and the management of a support staff including junior attorneys, paralegals, clerks, and secretaries.

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE, Los Angeles, California

Deputy District Attorney II - Bureau of Family Support Operations

July 1993 - November 1995

As a Los Angeles County Deputy District Attorney in the Bureau of Family Support Operations my assignment included establishing paternity, establishing child support orders, and the enforcement of those orders. I maintained a caseload of thousands of files and my responsibilities included: trials, Order to Show Cause hearings, drafting pleadings and responses, law and motion, discovery, legal research, Title IV-D Family Support compliance, and the management of an extensive support staff. My accomplishments included being named Calendar Deputy for Division One over more experienced deputies, presenting a seminar to the Bureau of Family Support Operations on depositions techniques, and drafting a form to increase support collections which was approved by the local bench.

FRIEDMAN & PHILLIPS, Los Angeles, California

Attorney

January 1992 - June 1993

Worked as an associate attorney in a medium sized business litigation and corporate law firm that had many high profile clients. Handled approximately 40 files encompassing many areas of civil law, including: business litigation, securities law, corporate law, employment law, bankruptcy, personal injury, construction litigation, real property, probate and family law. My responsibilities included: trials, arbitrations, law and motion, discovery, depositions, drafting pleadings and responses, client development, and extensive client contact.

MONTELEONE & McCRORY, Universal City, California

Attorney

January 1990 - January 1992

Worked as an associate attorney in a medium sized business litigation firm whose primary practice involved construction litigation. I handled approximately 35 files and my responsibilities included: arbitrations, depositions, law and motion, discovery, legal research and writing, and extensive client contact.

FRIEDMAN & PHILLIPS, Los Angeles, California

Law Clerk

May 1989 - December 1989

Clerked in a medium sized business litigation and corporate law firm. My responsibilities included: drafting trial briefs, arbitration briefs, motions, pleadings, and memorandums, propounding and responding to discovery, legal research and writing, and extensive client contact.

LAW OFFICES OF STUART D. MEYERS, Beverly Hills, California

Law Clerk

May 1988 - December 1988

Clerked for a sole practitioner in a family law and personal injury practice. My responsibilities included: drafting pleadings, briefs, memorandums, and motions, completing family law forms, discovery, opening files, and extensive client contact.

EMPLOYMENT - NONLEGAL

HYBRITECH INCORPORATED, San Diego, California

Research Assistant

August 1986 - August 1987

Research and Development Department - Performed immunodiagnostic biomedical research. Conducted and designed experiments, engineered manufacturing tools, and developed a pilot plant facility. Played a significant role in developing the world's first 5-minute quantitative pregnancy test.

SCRIPPS CLINIC AND RESEARCH FOUNDATION, La Jolla, California

Laboratory Technician

January 1985 - May 1986

Department of Immunology - Researched synthetic vaccines in an immunology laboratory. Responsibilities included: peptide synthesis, antibody affinity experiments, epitope mapping, electrophoresis, chromatography, and general immunology and biochemical research.

SCRIPPS INSTITUTE OF OCEANOGRAPHY, La Jolla, California

Laboratory Technician

May 1984 - October 1984

Marine Biology Department - Researched gene mapping in a marine biology laboratory. Responsibilities included electrophoresis, tissue culture, antibody purification, chromatography, and general marine biology and biochemical research.

Mediation References

“Henry’s skills as a mediator are outstanding. His ability to effectively communicate the strengths and weaknesses in both parties’ positions with the lawyers and, more importantly, the parties involved in the lawsuit was invaluable to getting the matter resolved. I would definitely recommend using Henry as a mediator.”

Christopher L. Moriarty, Esq.

LANDEGGER | BARON | LAVENANT | INGBER

Main Office

Encino, California

Ventura County Office

Camarillo, California

“There is no better ambassador for the value of mediation than Henry. He invests in understanding cases from both perspectives, and manages to remain impartial throughout the mediation process. More importantly, he works diligently to find creative solutions that not only settle matters, but provide both sides with a feeling of equity.”

Kristi D. Rothschild

Rothschild & Associates, APC

Santa Barbara, California

“Henry is one of the best mediators in Santa Barbara for employment matters. Regardless of the type of claim or the personalities involved, Henry is able to find common ground with the people in the room. We nearly always resolve the case when Henry is mediating, but whether or not the case is resolved, my clients are consistently impressed with Henry’s skill, professionalism and dogged persistency.”

Paul K. Wilcox, Esq.

Mullen & Henzell L.L.P.

Santa Barbara, California

“My firm has used Henry on numerous occasions as an employment law mediator. Having practiced employment law himself, Henry quickly grasps the issues at the start of a mediation. His knowledge of employment law lets get our mediations off to a quick start, allowing more time for negotiations. But knowledge of the law is never enough for a mediator; a good mediator must also be good with people and know how to push them toward resolution. Henry uses each of these skills with aplomb and to great success. I highly recommend his mediation services.”

Michael A. Strauss, Esq.

PALAY LAW FIRM

Ventura, California

“Henry brings to mediation a likeable demeanor, an understanding of the issues, and an unwavering commitment to helping the parties resolve their differences. He makes the parties feel at ease and sets the table for a ‘win-win’ outcome.”

Steven A. Groode, Shareholder

Littler

| littler.com

Employment & Labor Law Solutions Worldwide

“I have both litigated against and utilized the mediation services of Henry Bongiovi in complicated cases, including a wage and hour class action and various employment and business disputes. He has been very quick to grasp the issues and identify the strengths and weaknesses of those cases making resolutions possible. I highly recommend his services.

ANTHONY R. STRAUSS, Esq.



“Henry is an exceptional mediator. He has the technical knowledge to resolve highly complex cases and the interpersonal skills necessary for emotionally charged matters.”

Rafael Gonzalez
Mullen & Henzell L.L.P.
Santa Barbara, California

“I had the opportunity to mediate a case with Mr. Bongiovi involving numerous parties and some rather complicated issues concerning contractual interpretation and damages. Mr. Bongiovi did an excellent job working on all sides, and stayed long after the appointed time in order to bring the matter to a resolution. I highly recommend that you use Mr. Bongiovi to help bring your cases to a close.”

Grant Waterkotte, Esq.



Los Angeles and San Diego, California

“Mr. Bongiovi is very sensitive to the emotions clients experience during the process, but is at the same time firm and effective in communicating the realities of the case to them. He is creative in his approach, patient, and committed to working tirelessly toward resolution”.

Laura Cota
Bamieh & Erickson, PLC
Ventura, California

“Don't let Henry Bongiovi's low key and appealing personal nature fool you, he is an incredibly tenacious and determined mediator, dedicated to bringing the parties to agreement, even when it seems that nobody but Henry thinks that is possible.”

“I had had occasion to work with Henry as a mediator multiple times over the last decade and I do not recall a situation where he was unable to settle the case. He is tenacious and determined, but also creative and empathetic in finding solutions to seemingly intractable employment law cases. Henry is my short list of mediators and I have no reservations whatsoever about bringing any of my employment law cases before him to mediate.”

James H. Cordes, Esq.
Attorney at Law
Santa Barbara, California

“Henry Bongiovi was the mediator in two of my personal injury cases. He was great with my clients and was able to bring the parties together, settling both cases.”

Renee J. Nordstrand
Law Office of Renee J. Nordstrand
Santa Barbara, California

“I have been involved in many mediatiois and [Mr. Bonigovi] is one of the best.”

Richard P. Weldon
Weldon & DeGasparis
Santa Maria, California

“Henry is always on our proposed list of mediators / arbitrators because when he serves as the neutral, no matter how the case resolves, we know our clients and our adversaries will have been treated fairly, with respect and they probably worked it out or received a well reasoned award.”

John J. Thyne III
Law Office of John J. Thyne III
Santa Barbara, California

“I have worked with Henry first as opposing counsel and later as a mediator. I am always comfortable proposing Henry as mediator because of his even-handed approach to both plaintiffs and defendants. He is knowledgeable in many practice areas and is able to draw on his extensive litigation experience which often aids the parties in reaching a resolution.”

Jennifer Raphael
Rothschild & Associates, APC
Santa Barbara, California

EXHIBIT 4



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	109
Claims Rate	100%
Subtotal Admin Only	\$7,553.49
NOT TO EXCEED:	\$6,500.00

December 16, 2016

Case: TBD, Opt-Out

Phoenix Contact: Jodey Lawrence

Contact Number: 949.556.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Joseph M. Hekmat

Firm: Hekmat Law Group

Contact Number: 424.888.0848

Email: jhekmat@hekmatlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 109 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$150.00	1	\$150.00
Call Center & Long Distance	\$2.50	15	\$37.50
Static Website	\$100.00	1	\$100.00
Spanish Translation	\$750.00	1	\$750.00
NCOA (USPS)	\$25.00	1	\$25.00
Total			\$1,562.50

* Up to 120 days after disbursement

Data Merger & Scrub / Notice, Claim Form, Opt-Out Form & Postage / Spanish Translation / Website			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.15	109	\$16.35
Notice, Opt-Out/Objection Form and Return Envelope	\$1.50	109	\$163.50
Estimated Postage (2 oz.)*	\$0.68	109	\$74.12
Total			\$453.97

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$0.85	22	\$18.70
Remail Notice Packets	\$1.50	22	\$33.00
Estimated Postage	\$0.68	22	\$14.96
Programming Undeliverables	\$50.00	2	\$100.00
		Total	\$331.66

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	2	\$300.00
Claims Processing	\$200.00	1	\$100.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$2.50	5	\$12.50
Case Manager	\$85.00	4	\$340.00
		Total	\$972.50

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	4	\$540.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	2	\$270.00
Mail Class Checks *	\$1.05	109	\$114.45
Estimated Postage	\$0.49	109	\$53.41
		Total	\$1,667.86

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	4	\$460.00
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$85.00	2	\$170.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	2	\$230.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
		Total	\$2,565.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$7,553.49



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are at \$10.00 per claim.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 5

Admin Quote

Thursday, December 15, 2016

Requesting Attorneys Name:	Joseph M Hekmat
Contact Number:	424.270.0242
E-Mail Address:	jhekmat@hekmatlaw.com
ILYM Contact	Sean Hartranft
E-Mail	sean@ilymgroupclassaction.com
Contact Number	888.250.6810 ext. 407
Case Type: opt-out	

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Estimated Claims	109
Estimate # of Class Member to Respond	109
Estimated Response Rate	99%
Estimated Percentage of Undeliverable Mail	20%
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	3	\$525.00
				Subtotal
				\$975.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Staff Hours for Processing Claims	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Fee	\$750.00	1	\$250.00
				Subtotal
				\$840.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING

Fulfillment of Notices	Per Piece	\$1.00	106	\$106.00
First Class USPS Postage (1oz)	Per Piece	\$0.49	106	\$51.94
Re-Mails (Skip Trace Undeliverable)	Per Piece	\$0.95	20	\$19.00
Spanish Translations	Flat Fee	\$1,500.00	1	\$1,500.00
Storage, Photocopies, Deliveries	Flat Fee	\$100.00	1	\$100.00

Subtotal \$1,776.94

CALL CENTER SUPPORT / WEBSITE DEVELOPMENT

Minutes and long distance	Per Call	\$0.16	500	\$80.00
Call Center Support	Per Call	\$2.50	20	\$1,250.00

Subtotal \$1,330.00

DISTRIBUTION (Includes EIN, Bank Acct */QSF Setup)

Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check Stub & Release - (including W2/1099)	Per Check	\$1.00	37	\$106.00
Check Mailing Postage	Per Piece	\$0.49	106	\$51.94
Preparation of Taxes	Hourly	\$120.00	16	\$1,920.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,377.94

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$940.00

Total Case Estimate: \$10,239.88

Not to Exceed: \$12,000.00

Terms and Conditions

Provisions: The Case Estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/ size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the settlement agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of ILYM Group. All notifications are mailed out in English verbiage only unless specified otherwise. Additional costs will apply if translation for an additional language(s) are required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if the Settlement Agreement requires multiple state tax filing. **Pricing is good for 30 days.**

Mailing and Data Conversion: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive spreadsheet. ILYM Group cannot be liable for any errors or omissions arising due to additional work required for preparation of the original database. A minimum of five (5) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days if a National Change of Address update is requested.

Payment Terms: All postage charges and 50% of the final administration charges are due at the start of the case and will be billed immediately upon receipt of the data and/or Notice Documents. ILYM Group, Inc. bills are due upon receipt unless otherwise negotiated and agreed to with Counsel/Client. In the event settlement terms provide that ILYM Group, Inc. is to be paid out of the Settlement Fund, ILYM Group, Inc. will request that Counsel endeavor to make alternate payment arrangements for ILYM Group, Inc. charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by Defendant/Plaintiff, or no later than the time of disbursement.

Inclusion: ILYM Group, Inc.'s general policy is to not accept Claims via facsimile. However, in the event that facsimile filing of claims must be accepted, ILYM Group will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, ILYM Group, Inc. will require disclaimer language regarding facsimile transmissions. ILYM Group, Inc. shall not be responsible for any issues caused by the U.S.P.S. ILYM Group, Inc. shall not make payments to any claimants without verified valid Social Security Numbers. All responses are held in strict confidentiality.

Tax Reporting Requirements:

Ilym Group will file the necessary tax returns including the QSF federal and state returns. Payroll tax returns will be filed if necessary. To comply with the Employment Development Department's payroll tax filing requirements we will need the following information:

1. Defendant's EDD account number
2. Defendant's current unemployment rate. They should have this information in a recent EDD letter DE 2088 titled Notice of Contributions Rates.
3. Hire and dismissal dates of the class members so we can properly account for the periods that the wages relate to for each class member.
4. Power of Attorney form DE 48 from the defendant. This form is needed so we can report the unemployment, SDI and ETT taxes on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to the defendant's EDD account.
5. The Defendant's are responsible for reporting the SDI portion of the settlement payments on the class member's W-2. Ilym will file these forms on the defendant's behalf, if requested, for an additional fee. This will be an additional W-2 being issued for each class member because the SDI payments are to be reported under the defendant's EDD account and not the QSF's account. The Power of attorney form DE 48 will be needed in order for us to report the SDI payments on the defendant's behalf.

Joseph Hekmat | Hekmat Law Group | jhekmat@hekmatlaw.com
Wage & Hour Class Action Settlement

Assumptions and Notes:

1. 109 class members
2. 6-page English notice, 6-page Spanish notice
3. Toll-free number with IVR menu
4. Single state payroll

		Cost Estimate
Project Management		
Interaction with counsel, status reports, supervision of project team, resolution of issues, court report		
Estimated Months: 6		
		\$ 2,150
Call Center		
Set up toll-free number and IVR menu; monthly and per-minute charges		
		\$ 435
Database Management		
Class list clean-up, research and update addresses via NCOA and skip-trace databases		\$ 400
Create project specific database; develop processing procedures		\$ 240
		\$ 640
Mail Notice		
Format/quality review notice		\$ 250
Print and mail notice		
Estimated items mailed 109		\$ 550
Track undeliverables; re-mail forwards	\$ 150	
Research undeliverables (skip-trace); re-mail	\$ 200	
		\$ 350
		\$ 1,150
Process Opt Outs		
Process mailed opt-outs; validate forms; final review; identify and resolve issues		
		\$ 250
Payroll / Tax Reporting		
Establish payroll account, set up employees; set up state tax accounts; close accounts		\$ 750
States 1		
Tax reporting (state and federal); W-2s/1099s IRS submission		\$ 620
Interact with state agencies regarding tax returns and post-disbursement issues (e.g., child services, back taxes, unemployment, etc.)		\$ 300
		\$ 1,670
Disburse Benefits (with Form 1099 / W-2)		
Establish QSF/Tax ID; account setup and management; reconciliation		\$ 350
Create check language; design, format checks with 1099s/W-2s; manage mailing		\$ 400
Printing and mailing costs		
Estimated Items Mailed 109		\$ 550
Research undeliverables (skip-trace); re-mail; reissue checks		\$ 150
Verify tax IDs with IRS; 1099 reporting		\$ 350
		\$ 1,800
Total		\$ 8,095
 PriceLockSM		\$ 8,000

All services to be provided by Class Action Administration LLC, a division of JND Legal Administration (“JND”), to the Client are subject to the following terms and conditions:

1. **SERVICES:** JND agrees to perform all services necessary to complete the tasks outlined in the applicable proposal or other documents or per its understanding about the Client assignment. Such Services do not in any way constitute legal services or advice.
2. **PAYMENT:** The Client agrees to pay JND for the Services as outlined in the Proposal or other agreement between the parties. Client agrees and understands that fees charged by JND may include mark-ups, commissions, or other arrangements constituting potential profits to JND. JND has agreed to complete the tasks outlined in the applicable proposal as a PriceLock, which means that so long as the tasks comport with the Proposal, JND agrees to perform all services at the PriceLock capped rate specified in the Proposal.
3. **EXPENSES:** JND shall also bill for all expenses reasonably incurred in connection with the Services. These expenses include but are not limited to postage, FedEx, P.O. Box rental, travel, brokerage fees, accounting fees and other items associated with the Services. JND may receive rebates or credits from vendors in connection with volume of work performed for all of its Clients. JND may also receive financial benefits from banks or other institutions based on settlement funds on deposit. These credits/rebates/awards are solely the property of JND.
4. **BILLING:** JND shall invoice clients every 30 days and expect payment within thirty (30) days of receipt of invoices. Payment for postage and printing is due in advance of mailing.
5. **INDEPENDENT CONTRACTOR:** JND is performing its Services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
6. **CONFIDENTIALITY:** JND and the Client will each treat as confidential any documents shared by one party with the other. JND does not convey to the Client any right in the programs, systems, or methodologies used or provided by JND in the performance of this assignment.
7. **LIMITATION OF DAMAGES:** JND is not responsible to the Client for any special, consequential or incidental damages incurred by Client and any liability of JND to the Client shall not exceed the total amount billed to the Client for the particular Services that give rise to any loss.
8. **FORCE MAJEURE:** If any event out of the reasonable control of JND prevents JND’s performance, such performance shall be excused.
9. **NOTICE:** Any notice required in connection with the Services shall be in writing and sent by registered mail or overnight courier. Such notice is deemed given if mailed five days after the date of deposit in the U.S. mail, or if sent by overnight courier, one business day after delivery to such courier.
10. **GOVERNING LAW:** This contract will be governed by and construed by the laws of the State of Washington.
11. **ASSIGNMENT:** This Agreement and the rights and obligations of JND and the Client shall inure to the benefit of their successors and assigns, if any.
12. **TERMINATION:** This Agreement may be terminated by the Client upon at least 30 days prior written notice to JND. The Client’s obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout the 30 day period. JND may terminate this Agreement (i) with 10 days prior written notice if the Client is not current in payment of charges or (ii) in any event, upon at least three months prior written notice to the Client. If Client terminates this Agreement, JND shall have no obligation to release any information or documentation related to the applicable matter until JND has been paid in full.