

1 Jaurigue Law Group
Michael J. Jaurigue (SBN 208123)
michael@jlglawyers.com
2 Abigail A. Zelenski (SBN 228610)
abigail@jlglawyers.com
3 David Zelenski (SBN 231768)
david@jlglawyers.com
4 Sehreen Ladak (SBN 307895)
sehreen@jlglawyers.com
5 114 North Brand Boulevard, Suite 200
Glendale, California 91203
6 Telephone: (818) 630-7280
Facsimile: (888) 879-1697

7
8 HEKMAT LAW GROUP
Joseph M. Hekmat (SBN 265229)
jhekmat@hekmatlaw.com
9 11111 Santa Monica Boulevard, Suite 1700
Los Angeles, California 90025
10 Telephone: (424) 888-0848
Facsimile: (424) 270-0242

11 *Attorneys for Defendants*

12
13
14 SUPERIOR COURT OF CALIFORNIA
15 COUNTY OF LOS ANGELES

16
17 OMAR RODRIGUEZ, individually and on behalf
of all others similarly situated,

18 Plaintiff,

19 v.

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

22 Defendants.

Case No. BC625121

**SUPPLEMENTAL DECLARATION OF
ABIGAIL ZELENSKI IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT**

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

Date: April 13, 2017

Time: 11:00 a.m.

Place: 600 South Commonwealth Avenue,
Department 311, Los Angeles, California 90005

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

MAR 30 2017

Sherril R. Carter, Executive Officer/Clerk

By Wiley, Deputy

FILED BY FAX

23
24
25
26
27
28
COURTESY COPY

1 **Abigail Zelenski** declares, under penalty of perjury of the laws of the United States and the State
2 of California, 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 in the above-captioned action. I aver that all of the documents
5 appended to this Declaration have been maintained in my office during the ordinary course of business
6 under my direction and control, and, if sworn as a witness, I could competently testify to each and every
7 fact set forth herein from my own personal knowledge.

8 2. Attached hereto as **Exhibit 1** is a true and correct copy of the Court's March 3, 2017,
9 Order requesting supplemental briefing as to the preliminary approval of the class-wide settlement
10 reached in the above-referenced action.

11 3. Attached hereto as **Exhibit 2** is a true and correct copy of the fully executed Amended
12 Stipulation of Settlement and Release. The original Stipulation of Settlement and Release was fully
13 executed on January 26, 2017, and was filed with the Court on February 6, 2017, with the Motion for
14 Conditional Class Certification and Preliminary Approval of Class-Action Settlement. A red-line
15 comparing the original Stipulation to the Amended Stipulation is attached hereto as **Exhibit 3**. The
16 changes reflected in the red-line have been made to address the points raised by the Court in its March 3,
17 2017, Order. In addition, changes were made to address various non-substantive typographical and
18 formatting issues.

19 4. Attached hereto as **Exhibit 4** is a true and correct copy of the revised Notice of Class-
20 Action Settlement. The original Notice of Class-Action Settlement was submitted to the Court on
21 February 6, 2017, with the Motion for Conditional Class Certification and Preliminary Approval of
22 Class-Action Settlement. A red-line comparing the original Notice to the revised Notice is attached
23 hereto as **Exhibit 5**. The changes reflected in the red-line have been made to address the points raised
24 by the Court in its March 3, 2017, Order. In addition, changes were made to address various non-
25 substantive typographical and formatting issues.

26 5. Both the original Stipulation of Settlement and the Amended Stipulation of Settlement
27 refer to an Employment-Information Sheet and a Change-of-Address Form. Neither the Employment-
28 Information Sheet nor the Change-of-Address Form, however, was filed with the Motion for Conditional

1 Class Certification and Preliminary Approval of Class-Action Settlement. Attached hereto as **Exhibits 6**
2 and **7**, respectively, are true and correct copies of the Employment-Information Sheet and the Change-
3 of-Address Form.


4 6. Based on documents and information provided to my office by Defendant’s counsel in
5 connection with litigating this action, there are approximately 109 Class Members. Defendant’s counsel
6 also has provided to my office 57 separate documents each titled “Confidential General Release
7 Agreement.” Each of these 57 Agreements was signed by a separate Class Member. My office was not
8 involved in any way in getting any Class Members to sign these Agreements (other than indirectly, since
9 I presume that Defendant began soliciting most Class Members, if not all of them, to sign these
10 Agreements in response to the pre-litigation settlement-demand letter sent by Plaintiff to Defendant, in
11 an effort to settle the case out from under Plaintiff). Likewise, my co-counsel—the Hekmat Law
12 Group—has informed me that it was not involved in any way in getting any Class Members to sign these
13 Agreements. Defendant’s counsel has informed me that these 57 Agreements reflect the total universe
14 of all Confidential General Release Agreements signed by any Class Members in this action. Under the
15 express terms of each of the 57 Agreements, Defendant obligated itself to pay a previous settlement
16 payment to each signing Class Member. Of the 57 Agreements, 41 of them specify a previous
17 settlement payment of \$187, and 16 of them specify a previous settlement payment of \$840. The
18 Agreements all bear signatures dated during the Class Period. Irrespective of the amount of each
19 previous settlement payment, each Agreement recites that the signing Class Member is releasing
20 Defendant from all claims—whether known or unknown—through the date of signing, including claims
21 under the California Labor Code, the California Business and Professions Code, and the California
22 Private Attorneys General Act.

23 7. As set forth in the Amended Stipulation of Settlement, the Los Angeles Mission has been
24 designated as a potential *cy pres* recipient of a portion of the settlement funds—namely, the amounts
25 associated with the above-described previous settlement payments. Under the Amended Stipulation,
26 these amounts will be donated to the Los Angeles Mission’s Urban Training Institute—a program
27 focused on providing adult-education services to the Los Angeles community, which helps community
28 members find gainful employment. A true and correct copy of the Urban Training Institute’s webpage

1 setting forth their mission statement is attached hereto as **Exhibit 8**. I hold no interest, and I have no
2 involvement, in the Los Angeles Mission's governance, and I hold no interest, and I have no
3 involvement, in the Los Angeles Mission's work. The same goes for both my law firm and all of the
4 individuals employed by my law firm. In addition, based on discussions with my co-counsel, I
5 understand that the same goes for the Hekmat Law Group. Furthermore, before I signed the original
6 Stipulation of Settlement, Defendant's counsel—Lyon Legal—confirmed to me that neither it nor
7 Defendant holds any interest in the Los Angeles Mission's governance, that neither it nor Defendant has
8 any involvement the Los Angeles Mission's governance, that neither it nor Defendant holds any interest
9 in the Los Angeles Mission's work, and that neither it nor Defendant has any involvement in the Los
10 Angeles Mission's work. Defendant's counsel had re-confirmed these matters to me before I signed the
11 Amended Stipulation of Settlement.

12 8. My law firm and the Hekmat Law Group have never entered a fee-splitting contract in
13 this action. Before providing legal services in this case, my firm always understood that, to the extent
14 this action was resolved on a class-wide basis (whether through settlement or a judgment in Plaintiff's
15 favor), all attorney's fees would be paid as directed by the Court pursuant to whatever allocation the
16 Court deemed appropriate, instead of pursuant to a fee-splitting contract.¹

17 I have read the foregoing, and I declare, under penalty of perjury of the laws of the United States
18 and the State of California, that the foregoing is true and correct. Executed on March 30, 2017, in the
19 County of Los Angeles, State of California.

20
21 
22 Abigail Zelenski

23
24
25
26 ¹ I am willing to provide the Court with a copy of the fee agreement executed by Plaintiff for *in*
27 *camera* review, in order to demonstrate his assent to the manner in which class-wide fees would be
28 assessed. I will arrange to have a copy of that agreement brought to the April 13, 2017, preliminary-
approval hearing. I am reluctant, however, to attach a copy of that agreement to this Declaration, since I
do not want to waive any attorney-client-privileged matters.

***EXHIBIT 1 to
Zelenski Declaration***

David Zelenski

From: service@caseanywhere.com
Sent: Friday, March 3, 2017 5:20 PM
To: David Zelenski
Subject: Message Posted in Rodriguez, et al. v. Hawk II Environmental Corp., Case No. BC625121



The following message has been posted in **Rodriguez, et al. v. Hawk II Environmental Corp.**, BC625121:

Message Title: Hearing is continued to April 13, 2017
To: Court and All Counsel
Posted By: Hon. John Wiley, Jr.
Representing: Los Angeles Superior Court
Posting Date: 3/3/17
Time of Posting: 5:15 PM

Message:

The motion for preliminary approval is continued for the following:

1. Amend the agreement to state the amount that will be sought by counsel for litigation costs. Modify the class notice accordingly.
 2. Amend the agreement to specify whether the \$20,000 PAGA payment is 75% of a larger amount, or whether 75% of \$20,000 will be paid to the LWDA and the other 25% to the class. (¶123) Modify the class notice accordingly.
 3. Remove any prohibitions against speaking at the fairness hearing if objection procedures are not complied with. (¶156) Modify class notice accordingly.
 4. How will the pro rata payments called for in ¶164(a)(ii) be calculated?
 5. How will the waiting time penalties be allocated? (¶164(a)(iii)) For example, will the 20% be divided per capita? Pro rata?
 6. Paragraph 59 allows Defendant to cancel if 7% or more of the class opts out. What is the class size?
 7. Please provide more information about the Previous Settlement Payments described in ¶164(a)(iv). What is the size of the average payment? How many class members received such payments?
 8. Paragraph 64(a)(iv) provides that amounts from previous settlement payments will be deducted from a class member's settlement payment and will be paid to a cy pres recipient. Consider having such funds redistributed to class members rather instead. How would payment to the Los Angeles Mission fulfill the purpose of this lawsuit? Please provide declarations disclosing any interest or involvement in governance or work of the proposed cy pres recipient by any party or counsel.
 9. The class notice needs modification. At ¶15, please remove the statement that Judge Wiley decided anything; simply state the class definition as contained in the agreement. Include the cost of settlement administration, litigation costs, and the corrected amounts of the PAGA payment in ¶16. Modify ¶18 to more correctly inform class members when they may expect to receive payments. As the settlement is being funded in installments, the last of which is to be made 4 months after the Effective Date, the statement that checks will be mailed about 14 days after judgment is not accurate. What is the website the parties intend to insert in ¶18? Please do not use the Court's website, as this is not a place where documents may be viewed for free. If the settlement administrator will be maintaining a website, please include that information in ¶19.
 10. Please submit a sample of the Employment Information sheet.
 11. Please provide evidence of Plaintiff's written consent to any fee splitting agreement.
- Hearing is continued to April 13, 2017. Supplemental briefing is to be filed and uploaded by March 30, 2017.

To reply to this message online, please click [here](#). This message will also be saved as part of the case file. You will be directed to the Case Anywhere log in page. After entering your username and

password, you will be taken to the requested message thread. If you have saved your log in information by selecting the "Remember me at this computer" option, you will be automatically logged in and directed to this posting.

If your organization is no longer involved in the above-referenced matter, or if there is any other reason your organization's subscription should be terminated, please contact us immediately. It is your organization's responsibility to request removal from the case site and conclusion of your subscription for this matter.

Please contact us by phone at (800) 884-3163 or (310) 209-8596 or by email at support@caseanywhere.com if you have any questions.

EXHIBIT 2 to
Zelenski Declaration

AMENDED STIPULATION OF SETTLEMENT AND RELEASE

This Amended Stipulation of Settlement and Release (“Stipulation of 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. The Parties estimate that Administration Costs will not exceed twelve-thousand dollars (\$12,000).

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; start dates and end dates of employment with Defendant; a specification as to whether the Class Member received a previous settlement payment from Defendant after executing a “Confidential General Release Agreement” with Defendant between February 17, 2016, and December 12, 2016 (“Previous Settlement Payment”); and, if the Class Member executed such a Confidential General Release Agreement and received such a previous settlement payment, the amount of that previous settlement payment.

6. “Class Period” is the period beginning February 24, 2012, through January 26, 2017.

7. “Class Released Claims” means all claims, demands, rights, liabilities, and causes of action that were asserted by the Class based on the facts asserted in the Complaint, including but not limited to any such claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1198, and 2802; the Private Attorneys General Act (“PAGA”) (California Labor Code section 2698 *et seq.*); and the Unfair Competition Law (California Business and Professions Code section 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 January 26, 2017.

8. “Complaint” means the Complaint filed in the Action by Plaintiff on June 24, 2016.

9. “Court” means the Superior Court of the State of California, Los Angeles County.

10. “Defendant’s Counsel” means the law firm of Lyon Legal.
11. “Effective Date” means: (a) the date when the Final Approval Order and Judgment is signed, if there are no objectors; or, in the event there is an objector, (b) forty-five (45) calendar days after service of notice of entry of the Final Approval Order and Judgment on the Parties and any objector 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.
12. “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.
13. “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 and fifty-thousand dollars (\$250,000), which is eighty-three thousand, three-hundred and twenty-five dollars (\$83,325), plus Class Counsel’s actual out-of-pocket expenses in prosecuting this Action, not to exceed seven-thousand and five-hundred dollars (\$7,500).
14. “Final Approval Date” means the date that the Final Approval Order and Judgment is entered by the Court.
15. “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.
16. “Individual Pay Periods” means the total number of pay periods worked by each respective Class Member during the Class Period. Approximations and estimates will be used to cover periods where dates are missing or otherwise unavailable (if any).
17. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.
18. “Maximum Settlement Amount” means the amount of two-hundred and fifty-thousand dollars (\$250,000) that Defendant shall pay as a result of this Stipulation of Settlement.
19. “Net Settlement Amount” means the Maximum Settlement Amount of two-hundred and fifty-thousand dollars (\$250,000) less the Fee and Expense Award, the Service Payment, the California Labor and Workforce Development Agency’s (“LWDA”) share of the PAGA Payment, Employer-Side Payroll Taxes, and Administration Costs (all as approved and awarded by the Court).
20. “Notice Packet” means the Notice of Class-Action Settlement in a form substantially similar to the form attached hereto as **Exhibit 1**, the Employment-Information Sheet in a form substantially similar to the form attached hereto as **Exhibit 2**, and the Change-of-Address Form in a form substantially similar to the form attached hereto as **Exhibit 3**.

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

22. “PAGA Payment” means the sum of twenty-six thousand, six-hundred and sixty-six dollars (\$26,667), subject to approval by the Court, seventy-five percent (75%) of which (*i.e.*, twenty-thousand dollars (\$20,000)) shall be allocated from the Maximum Settlement Amount and paid to the LWDA, in settlement of the PAGA claim asserted in the Action.

23. “Parties” means Plaintiff and Defendant, collectively. “Party” shall mean either Plaintiff or Defendant, individually.

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

25. “Preliminary Approval Order” means the order granting preliminary approval of class-action settlement.

26. “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.

27. “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 written objections to the Settlement.

28. “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).

29. “Settlement” means the terms and conditions set forth in this Stipulation of Settlement.

30. “Settlement Administrator” means the claims administrator appointed by the Court.

31. “Settlement Class Members” or “Settlement Class” means all Class Members after excluding any person who submits a valid request for exclusion.

Recitals

32. 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.

33. Plaintiff filed the 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.

34. 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.

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

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

37. 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

38. Defendant shall pay the Maximum Settlement Amount of two-hundred and fifty-thousand dollars (\$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 Settlement Class Members

39. As of the Effective Date, Plaintiff and Class Members (other than those who submit valid requests for exclusion) 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

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

D. Preliminary Approval

41. 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) calendar days before filing it with the Court.

E. Settlement Administrator

42. 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 Plaintiff, Class Counsel, the LWDA, and Settlement 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

43. 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.

44. 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.

45. 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 Class Member's number of Individual Pay Periods, and the Class Member's 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 to calculate the number of Individual Pay Periods for each Class Member.

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

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

48. 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, and shall post the Notice Packet, the Complaint, the motion for preliminary approval, this Stipulation of Settlement, the supplemental briefing filed with this Stipulation of Settlement, and the Preliminary Approval Order on its website. In addition, promptly after Class Counsel files its motion for the Fee and Expense Award with the Court, the Settlement Administrator shall post that motion on its website. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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 Employee ID number or 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 of Class-Action Settlement sent to me, and I wish to opt out of the 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. 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.

54. 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).

55. The Notice of Class-Action Settlement contained in the Notice Packet shall state that Settlement Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection by the Response Deadline. Written objections 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 written objection shall be deemed the exclusive means for determining that the written objection was served timely. The written 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 Settlement Class Member's Employee ID number or the last four digits of the Settlement Class Member's Social Security number; (4) the basis for the objection; and (5) if the Settlement Class Member intends to appear at the final approval/settlement fairness hearing. 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.

56. Within one (1) week (*i.e.*, seven (7) calendar days) of the conclusion of the Response Deadline (extended, if necessary, by the time periods noted above), the Settlement Administrator will provide a written report to both Parties' respective counsel noting the number of Notice Packets 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' respective counsel.

57. If seven percent (7%) or more of the Class Members submit timely, non-defective requests for exclusion, Defendant shall have the option of canceling the Settlement, and all actions taken in its furtherance will be null and void. Based on Defendant's records, the Parties estimate that there are approximately one-hundred and nine (109) Class Members, meaning that Defendant can exercise this option if eight (8) or more Class Members submit timely, non-defective requests for exclusion. 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.

58. 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

59. Defendant is required to pay the Maximum Settlement Amount pursuant to the following schedule:

(a) On the Preliminary Approval Date, Defendant shall deposit ten percent (10%), or twenty-five thousand dollars (\$25,000), of the Maximum Settlement Amount with the Settlement Administrator.

(b) No later than five (5) calendar days after the Effective Date, Defendant shall deposit one-hundred and sixty-five thousand dollars (\$165,000) of the Maximum Settlement Amount with the Settlement Administrator.

(c) Within two (2) months after the Effective Date, Defendant shall deposit thirty-thousand dollars (\$30,000) of the Maximum Settlement Amount with the Settlement Administrator.

(d) Within fourth (4) months after the Effective Date, Defendant shall deposit the final thirty-thousand dollars (\$30,000) of the Maximum Settlement Amount with the Settlement Administrator.

60. Individual Settlement Payments shall be paid from the Net Settlement Amount pursuant to the following methodology.

(a) Eighty percent (80%) of the Net Settlement Amount will be allocated to the Settlement Class and distributed pro rata based on each Settlement Class Member's Individual Pay Periods relative to the total number of pay periods worked throughout the Class Period by all Settlement Class Members, *i.e.*, each Settlement Class Member's Individual Pay Periods ("x") will be divided by the total of number of pay periods worked throughout the Class Period by all Settlement Class Members ("y"), and that quotient then will be multiplied by eighty percent (80%) of the Net Settlement Amount ("z"): $(x/y) \times z$. This payment represents 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. This payment shall be allocated one-third to wages, one-third to penalties, and one-third to interest. The portion 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.

(b) Twenty percent (20%) of the Net Settlement Amount will be allocated to, and divided equally among, Settlement Class Members who are former employees of Defendant as of the conclusion of the Class Period. This payment shall represent amounts allegedly owed for waiting-time penalties under section 203 of the California Labor Code—as alleged in the Complaint. This payment shall be reported on a Form 1099.

(c) For any Settlement 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, the amount of the previous settlement payment will be deducted from the Settlement 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 the Court's 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.

61. 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.

62. Any checks issued to Settlement Class Members shall remain valid and negotiable for one-hundred and eighty (180) calendar days from the date of their issuance. Individual Settlement Payment checks which remain uncashed after one-hundred and 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.

63. 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.

64. 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 (eighty-three thousand, three-hundred and twenty-five dollars (\$83,325) out of two-hundred and fifty-thousand dollars (\$250,000)), plus costs and expenses not to exceed seven-thousand and five-hundred dollars (\$7,500) and as 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 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 Defendants has fully funded the Maximum Settlement Amount. A Form 1099 will be issued to Class Counsel with respect to the fees distributed to them pursuant to this provision.

65. The LWDA's share of the PAGA Payment shall be paid to the LWDA no later than fourteen (14) calendar days after the Effective Date.

66. 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

67. 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

68. 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. In addition, before the expiration of the Response Deadline, Plaintiff shall file a motion for approval of the Fee and Expense Award. 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) calendar days prior to filing the motion for final approval of the Settlement.

69. 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 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

70. 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

71. 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

72. 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

73. 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 Settlement Administrator 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

74. 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

75. 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

76. 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 right released or discharged by this Stipulation of Settlement.

Q. Construction

77. 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

78. 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, Settlement 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

79. 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

80. 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

81. 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

82. 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

83. This Stipulation of Settlement contains the entire agreement between Plaintiff and Defendant relating to the Settlement and transactions contemplated hereby, and it supersedes 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

84. 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

85. 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

86. 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: _____, 2017

OMAR RODRIGUEZ

DEFENDANT:

Dated: _____, 2017

HAWK II ENVIRONMENTAL CORP.

By: _____

Its: _____

APPROVED AS TO FORM

DEFENDANT’S COUNSEL:

LYON LEGAL

Dated: _____, 2017

Devon Lyon

CLASS COUNSEL:

JAURIGUE LAW GROUP

Dated: _____, 2017

Abigail Zelenski

HEKMAT LAW GROUP

Dated: _____, 2017

Joseph Hekmat

Y. Interim Stay of Proceedings


85. 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

86. 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: 3/29, 2017


OMAR RODRIGUEZ

DEFENDANT:

Dated: _____, 2017

HAWK II ENVIRONMENTAL CORP.

By: _____

Its: _____

APPROVED AS TO FORM

DEFENDANT'S COUNSEL:

LYON LEGAL

Dated: _____, 2017

Devon Lyon

CLASS COUNSEL:

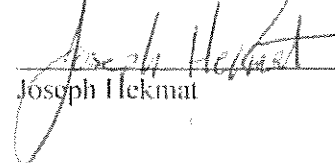
Jaurigue Law Group

Dated: _____, 2017

Abigail Zelenski

HEKMAT LAW GROUP

Dated: 3/29, 2017


Joseph Hekmat

Y. Interim Stay of Proceedings

85. 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

86. 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: _____, 2017

OMAR RODRIGUEZ

DEFENDANT:

Dated: 3/30/, 2017

HAWK II ENVIRONMENTAL CORP.

By: [Signature] [Signature]

Its: _____

Notice of Environmental Cooperation
2321 St. Neelands Highway Blvd.
Marina del Rey, CA 90293

APPROVED AS TO FORM

DEFENDANT'S COUNSEL:

Dated: 3/30, 2017

LYON LEGAL

Devon Lyon

CLASS COUNSEL:

Dated: _____, 2017

Jaurigue Law Group

Abigail Zelenski

HEKMAT LAW GROUP

Dated: _____, 2017

Joseph Hekmat

Y. Interim Stay of Proceedings

85. 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

86. 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: _____, 2017

OMAR RODRIGUEZ

DEFENDANT:

Dated: _____, 2017

HAWK II ENVIRONMENTAL CORP.

By: _____

Its: _____

APPROVED AS TO FORM

DEFENDANT'S COUNSEL:

LYON LEGAL

Dated: _____, 2017

Devon Lyon

CLASS COUNSEL:

JAURIGUE LAW GROUP

Dated: 3/29, 2017

Abigail Zelenski
Abigail Zelenski

HEKMAT LAW GROUP

Dated: _____, 2017

Joseph Hekmat

EXHIBIT 1

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

NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)

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

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
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 7). 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 submit 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 overtime to employees and forcing employees to “clock-out” while still on duty each workday; (2) issuing pay stubs that fail to list (a) employee identification numbers or only the last four digits of employees’ Social Security numbers, (b) the dates of pay periods, and (c) the employer’s address; (3) failing to provide proper meal and rest breaks to employees; (4) failing to reimburse employees for purchasing required uniforms; and (5) failing to pay all wages owed to former employees upon the termination of employment.

3. Why Is This A Class Action?

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

4. Why Is There A Settlement?

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

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

You are a class member if you were employed by Defendant in the State of California at any time from February 24, 2012, through January 26, 2017 (the “Class Period”). Based on Defendant’s records, Plaintiff and Defendant estimate that there are 109 class members.

6. What Does The Settlement Provide?

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

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

7. How Much Will My Payment Be?

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

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

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

8. How Do I Get A Payment?

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

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

If you believe that the information on the Employment-Information Sheet is inaccurate as to the amount of time

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

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

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

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

11. How Do I Exclude Myself From The Settlement?

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

Be sure to include your name, address, telephone number, Employee ID number or the last four digits of your Social Security number, and signature. You must mail your exclusion letter postmarked no later than _____, 2017, to *****. Alternatively, you must fax your exclusion letter no later than _____, 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 _____, 2017.

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

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

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

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

All written objections must state (1) your full name; (2) the dates of your employment; (3) your Employee ID number or the last four digits of your Social Security number; (4) the basis for the objection; and (5) if you intend to appear at the final approval/settlement fairness hearing. You must mail your written objection postmarked no later than _____, 2017, to *****. Alternatively, you must fax your written objection no later than _____, 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 law firms of Hekmat Law Group and Jaurigue Law Group, both of which represent Plaintiff Omar Rodriguez, have been provisionally certified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

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

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

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

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

You hereby are notified that a final approval hearing will be held before the Honorable John Shepard Wiley, Jr. on _____, 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 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.Phoenixclassaction/RodriguezvHawk.com.

19. What If I Have Questions?

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

Omar Rodriguez v. Hawk II Environmental Corp.

c/o [Settlement Administrator]

Address

City, CA, Zip

Toll-Free Phone Number: [insert]

Fax Number: [insert]

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

Jaurigue Law Group

Michael J. Jaurigue

Abigail A. Zelenski

David Zelenski

114 North Brand Boulevard, Suite 200

Glendale, California 91203

Telephone: (818) 630-7280

Fax: (888) 879-1697

HEKMAT Law Group

Joseph Hekmat

11111 Santa Monica Boulevard, Suite 1700

Los Angeles, California 90025

Telephone: (424) 888-0848

Fax: (424) 270-0242

In addition, you can review settlement documents at www.Phoenixclassaction/RodriguezvHawk.com.

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 2

EMPLOYMENT-INFORMATION SHEET

Class Member's information on file with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

Dates of Employment
During Class Period: _____

-
-
- Hawk II Environmental Corp.'s records indicate that you were employed by Hawk II Environmental Corp. in California from _____ to _____ during the Class Period (*i.e.*, February 24, 2012, through January 26, 2017) and that you worked _____ Individual Pay Periods during the Class Period. [Hawk II Environmental Corp.'s records also indicate that you previously received \$_____ in exchange for executing a "Confidential General Release Agreement" with Hawk II Environmental Corp.] Based on this information, it is estimated that, if you stay in the Settlement Class, you will receive approximately \$_____.
 - You do not have to take any action if you want to participate in the Settlement. Your Individual Settlement Payment will be mailed to you at the address shown above. If your name, address, or other contact information has changed, you should submit a Change-of-Address Form (enclosed with this Sheet) to notify the Settlement Administrator of your correct name, mailing address, and contact information immediately by returning it to the Settlement Administrator via United States first-class mail or fax to:

Omar Rodriguez v. Hawk II Environmental Corp.
c/o [Settlement Administrator]
Address
City, CA, Zip
Toll-Free Phone Number: [insert]
Fax Number: [insert]

Please Note: Individual Settlement Payment checks will be void 180 days after issuance. It is highly recommended you cash your Individual Settlement Payment soon after you receive it. If you lose or misplace your Individual Settlement Payment check, you must call the Settlement Administrator at _____ to have the check reissued.

EXHIBIT 3

Superior Court of California, County of Los Angeles
Omar Rodriguez v. Hawk II Environmental Corp.
Case No. BC625121

CHANGE-OF-ADDRESS FORM

I wish to change my name, mailing address, and/or other contact information to the following:

Name: _____

Former Name: _____

Street Address: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____ (Cell): _____

E-mail: _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Individual Settlement Payments, will be sent using the information listed above instead of the information previously used. I hereby request and consent to the use of the information listed above for these purposes.

Submitted by: _____

DATED: _____, 2017 Print Name: _____

Signature: _____

**PLEASE RETURN THIS FORM
VIA UNITED STATES FIRST-CLASS MAIL OR FAX TO:**

Omar Rodriguez v. Hawk II Environmental Corp.
c/o [Settlement Administrator]
Address
City, CA, Zip
Toll-Free Phone Number: [insert]
Fax Number: [insert]

CHANGE-OF-ADDRESS FORM

***EXHIBIT 3 to
Zelenski Declaration***

AMENDED STIPULATION OF SETTLEMENT AND RELEASE

This Amended 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. The Parties estimate that Administration Costs will not exceed twelve-thousand dollars (\$12,000).

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; a specification as to whether the Class Member received a previous settlement payment from Defendant after executing a “Confidential General Release Agreement” with Defendant between February 17, 2016, and December 12, 2016 (“Previous Settlement Payment”); and, if the Class Member executed such a Confidential General Release Agreement and received such a previous settlement payment, the amount of that previous settlement payment.

6. “Class Period” is the period beginning February 24, 2012, through ~~the date this Settlement is signed by all the Parties,~~ January 26, 2017.

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, and 2802; the Private Attorneys General Act (“PAGA”) (California Labor Code section 2698 *et seq.*) ~~and Unfair~~; and the Unfair Competition Law (California Business ~~&~~ and Professions Code ~~§section~~ 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~~ January 26, 2017.

~~8.~~ “Compensable Workweeks” shall be the number of workweeks worked by an individual Class Member within the Class Period.

~~9-8.~~ “Complaint” means the ~~pleading~~ Complaint filed in the Action by Plaintiff on June 24, 2016.

~~10-9.~~ “Court” means the ~~Superior~~ Superior Court of the State of California, Los Angeles County.

~~11-10.~~ “Defendant’s Counsel” means the law firm of Lyon Legal.

~~12-11.~~ “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,~~ is an objector, (b) forty-five (45) calendar days after service of notice of entry of the Final Approval Order and Judgment on the Parties and ~~all objectors~~ any objector 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.

~~13-12.~~ “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.

~~14-13.~~ “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 ~~and fifty-~~ thousand dollars (\$250,000), which is eighty-three thousand, three-hundred ~~and~~ twenty-five dollars (\$83,325), plus Class Counsel’s actual out-of-pocket expenses in prosecuting this Action, ~~not to exceed seven-thousand and five-hundred dollars (\$7,500).~~

~~15-14.~~ “Final Approval Date” means the date that the Final Approval Order and Judgment is entered by the Court.

~~16-15.~~ “Final Approval Order and Judgment” means the ~~Order~~ order and ~~Judgment~~ Granting Final Approval judgment granting final approval of ~~Class Settlement~~ class settlement that shall be submitted with the motion for final approval.

~~17-16.~~ “Individual Pay Periods” means the total number of pay periods worked by each respective ~~individual member of the Class~~ Member during the ~~period of time beginning February 24, 2012, and continuing through the date this Settlement is signed by all the Parties~~ Class Period. Approximations and estimates will be used to cover periods where dates are missing or otherwise unavailable (if any).

~~18-17.~~ “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.

~~19-18.~~ “Maximum Settlement Amount” means the amount of two-hundred and fifty-thousand dollars (\$250,000-~~00~~) that Defendant shall pay as a result of this Stipulation of Settlement and Release.

~~20-19.~~ “Net Settlement ~~Proceeds~~Amount” means the Maximum Settlement Amount of ~~two-hundred and fifty-thousand dollars (\$250,000-00)~~ less the Fee and Expense Award, the Service Payment, the California Labor and Workforce Development Agency’s (“LWDA”) share of the PAGA Payment, Employer-Side Payroll Taxes, and Administration Costs (all as approved and awarded by the Court).

~~21-20.~~ “Notice Packet” means the Notice of Class-~~Action Settlement~~; in a form substantially similar to the form attached hereto as Exhibit 1, the Employment-Information Sheet in a form substantially similar to the form attached hereto as Exhibit 2, and the Change-~~of-~~Address Form to be sent to Class Members in a form substantially similar to the form attached hereto as Exhibit 3.

~~22-21.~~ “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*

~~23-22.~~ “PAGA Payment” means the sum of twenty-~~six~~ thousand, six-hundred and sixty-six dollars (~~\$20,000~~26,667), subject to approval by the Court, ~~which seventy-five percent (75%) of which (i.e., twenty-thousand dollars (\$20,000))~~ 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.

~~24-23.~~ “Parties” means Plaintiff and Defendant, collectively. “Party” shall mean either Plaintiff or Defendant, individually.

~~25-24.~~ “Preliminary Approval Date” means that the date that the Court enters an order preliminarily approving the terms and conditions of this Stipulation of Settlement.

~~26-25.~~ “Preliminary Approval Order” means the ~~Order Granting Preliminary Approval of Class Action Settlement, which shall be submitted with the motion for~~ order granting preliminary approval of class-action settlement.

~~27-26.~~ “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.

~~28-27.~~ “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 written objections to the Settlement.

~~29-28.~~ “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).

~~30-29.~~ “Settlement” means the terms and conditions set forth in this Stipulation of Settlement.

~~31-30.~~ “Settlement Administrator” means the claims administrator appointed by the Court.

~~32-31.~~ “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

~~33-32.~~ 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.

~~34-33.~~ 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.

~~35-34.~~ 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.

~~36-35.~~ Plaintiff believes that the Action is meritorious and that class certification and/or representative treatment is appropriate.

~~37-36.~~ The Parties stipulate and agree to the conditional certification of the Class for purposes of this Settlement.

~~38-37.~~ 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

~~39-38.~~ Defendant shall pay the Maximum Settlement Amount of ~~\$two-hundred and fifty-thousand dollars (\$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 Settlement Class Members

~~40-39.~~ As of the Effective Date, Plaintiff and Class Members (other than those who submit ~~any valid requests for~~ 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

~~41-40.~~ The Parties stipulate to conditional class certification for the Class Period for purposes of settlement.

D. Preliminary Approval

~~42-41.~~ 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) calendar days before filing it with the Court.

E. Settlement Administrator

~~43-42.~~ 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 Plaintiff,~~ Class Counsel, the ~~California Labor~~LWDA, and ~~Workforce Development Agency ("LWDA"),~~ ~~and Settlement~~ 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

~~44-43.~~ 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.

~~45-44.~~ 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.

~~46-45.~~ The Notice Packet shall also contain an Employment-Information ~~sheet~~Sheet, including the Class Member's starting and ending dates of employment during the Class Period, the Class Member's number of ~~Compensable Workweeks~~Individual Pay Periods, and the Class Member's 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 to calculate the number of ~~Compensable Workweeks~~Individual Pay Periods for each Class Member.

~~47-46.~~ The Notice Packet shall contain a Change-of-Address ~~form~~Form that Class Members may use, if necessary.

~~48-47.~~ The documents in the Notice Packet shall be in English and Spanish.

~~49-48.~~ 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, and shall post the Notice Packet, the Complaint, the motion for preliminary approval, this Stipulation of Settlement, the supplemental briefing filed with this Stipulation of Settlement, and the Preliminary Approval Order on its website. In addition, promptly after Class Counsel files its motion for the Fee and Expense Award with the Court, the Settlement Administrator shall post that motion on its website. 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.

~~50-49.~~ 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.

~~51-50.~~ 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.

~~52-51.~~ 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.

~~53-52.~~ 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.

~~54-53.~~ 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 Employee ID number or 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 of Class-Action Settlement 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.

~~55-54.~~ 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).

~~56-55.~~ 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~~may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. ~~The Notice of Objection~~Written objections 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~~written objection shall be deemed the exclusive means for determining that ~~a Notice of Objection~~the written objection was served timely. The ~~Notice of Objection~~written 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 Settlement Class Member's Employee ID number or 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.~~ final approval/settlement fairness hearing. 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)~~

~~58-56.~~ Within one (1) week (i.e., seven (7) calendar days) of the conclusion of the 45-day notice period (noted above and Response Deadline (extended, if necessary, by the time periods also noted above)), the Settlement Administrator will provide a written report to both Parties' respective counsel noting the number of Class Notices/Notice Packets 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' respective counsel.

~~59-57.~~ If seven percent (7%) or more of the Class Members submit an Exclusion Letter timely, non-defective requests for exclusion, Defendant shall have the option of canceling the Settlement, and all actions taken in its furtherance will be null and void. Based on Defendant's records, the Parties estimate that there are approximately one-hundred and nine (109) Class Members, meaning that Defendant can exercise this option if eight (8) or more Class Members submit timely, non-defective requests for exclusion. 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.

~~60-58.~~ 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

~~59.~~ Defendant is required to pay ~~two hundred fifty thousand dollars (\$250,000),~~ the Maximum Settlement Amount, ~~which is comprised of pursuant to the Individual Settlement Payments, following schedule:~~

~~61.~~ On 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.(a)~~ Upon preliminary approval of the Settlement ~~Preliminary Approval Date,~~ Defendant shall deposit ten percent, ~~(10%),~~ or ~~\$twenty-five thousand dollars (\$25,000),~~ of the Maximum Settlement Amount with the Settlement Administrator.

~~63.(b)~~ No later than five (5) calendar days after the Effective ~~Day~~ Date, Defendant shall deposit ~~\$one-hundred and sixty-five thousand dollars (\$165,000)~~ of the Maximum Settlement Amount ~~to with~~ the Settlement Administrator ~~to fund the Settlement, as set forth in this Settlement.~~

~~(c)~~ Within two ~~(2)~~ months after the Effective Date, Defendant shall deposit ~~\$thirty-thousand dollars (\$30,000)~~ of the Maximum Settlement Amount ~~to with~~ the Settlement Administrator ~~to fund the Settlement, as set forth in this Settlement.~~

~~(d)~~ Within fourth ~~(4)~~ months after the Effective Date, Defendant shall deposit the final ~~\$thirty-thousand dollars (\$30,000)~~ of the Maximum Settlement Amount ~~to with~~ the Settlement Administrator ~~to fund the settlement, as set forth in this Settlement.~~

~~64-60.~~ Individual Settlement Payments shall be paid from the Net Settlement Amount pursuant to the ~~formula set forth herein~~ following methodology.

~~(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)(a)~~ Eighty percent (80%) of the ~~NSA~~ Net Settlement Amount will be allocated to the Settlement Class and distributed pro rata based on ~~the each Settlement Class Member’s Individual Pay Periods relative to the total number of workweekspay periods worked throughout the Class Period, February 24, 2012, to the date this Stipulation for Settlement is signed by all Settlement Class Members, i.e., each Settlement Class Member’s Individual Pay Periods (“x”) will be divided by all the Parties. Should there be a dispute regarding the the total of number of workweekspay periods worked, Defendant’s records will control and the Settlement Administrator shall make the final determination:~~

Formatted: Heading 3, Indent: Left: 0.5", First line: 0.5"

Formatted: Heading 3, Indent: Left: 0.5", Tab stops: Not at 1.5"

throughout the Class Period by all Settlement Class Members (“y”), and that quotient then will be multiplied by eighty percent (80%) of the Net Settlement Amount (“z”): (x/y) × z. 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~~This payment 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)~~(b) Twenty percent (20%) of the ~~NSA~~Net Settlement Amount will be allocated to ~~all, and divided equally among, Settlement~~ 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~~This payment shall be reported on a Form 1099.

(c) ~~(iv)~~—For any Settlement Class Member who previously executed a ~~“Confidential General Release Agreement”~~²² with Defendant between February 17, 2016, and December 12, 2016, and received a previous settlement payment therefrom (~~“Previous Settlement Payment”~~), ~~such Previous Settlement Payment, the amount of the previous settlement payment~~ will be deducted from the Settlement 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 ~~our~~the Court’s 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:~~

~~(e)~~61. 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)~~62. Any checks issued to Settlement Class Members shall remain valid and negotiable for one-hundred and eighty (180) calendar days from the date of their issuance. Individual Settlement Payment checks which remain uncashed after one-hundred-and 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.

~~65-63.~~ 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

Formatted: Heading 3, Indent: Left: 0.5", First line: 0.5"

Formatted: Heading 2, Indent: Left: 0", First line: 0"

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.

~~66-64.~~ 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 (eighty-three thousand, three-hundred and twenty-five dollars (\$83,325) out of ~~\$two-hundred and fifty-thousand dollars (\$250,000-)~~), plus costs and expenses not to exceed seven-thousand and five-hundred dollars (\$7,500) and as 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.~~Defendants has fully funded the Maximum Settlement Amount. A Form 1099 will be issued to Class Counsel with respect to the fees distributed to them pursuant to this provision.

~~67-65.~~ Twenty thousand dollars (\$20,000) shall be allocated from the Maximum Settlement Amount for settlement of claims for civil penalties under PAGA that~~The LWDA's share of the PAGA Payment~~ shall be paid to the LWDA no later than fourteen (14) calendar days after the Effective Date.

~~68-66.~~ 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

~~69-67.~~ 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

~~70-68.~~ 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.~~ In addition, before the expiration of the Response Deadline, Plaintiff shall file a motion shall request final for 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) calendar days prior to filing the motion for final approval of the Settlement.

~~71-69~~. 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-

~~72-70~~. 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

~~73-71~~. 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-

~~74-72~~. 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

~~75-73~~. 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 ClaimsSettlement 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

~~76-74.~~ 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

~~77-75.~~ 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

~~78-76.~~ 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~~right released or discharged by this Stipulation of Settlement.

Q. Construction

~~79-77.~~ 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

~~80-78.~~ 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, Settlement 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

~~81-79.~~ 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

~~82-80.~~ 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

~~§3-81.~~ 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

~~§4-82.~~ 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

~~§5-83.~~ This Stipulation of Settlement, contains the entire agreement between Plaintiff and Defendant relating to the Settlement and transactions contemplated hereby, and it supersedes 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

~~§6-84.~~ 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

~~§7-85.~~ 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

~~§8-86.~~ 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: _____, 2016

OMAR RODRIGUEZ

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: _____, 2016 _____
BY: ABIGAIL ZELENSKI

HEKMAT LAW GROUP

Dated: _____, 2016 _____
BY: JOSEPH HEKMAT

PLAINTIFF:

Dated: _____, 2017

OMAR RODRIGUEZ

DEFENDANT:

Dated: _____, 2017

HAWK II ENVIRONMENTAL CORP.
By: _____
Its: _____

APPROVED AS TO FORM

DEFENDANT'S COUNSEL: LYON LEGAL

Dated: _____, 2017

Devon Lyon

CLASS COUNSEL: JAURIGUE LAW GROUP

Dated: _____, 2017

Abigail Zelenski

HEKMAT LAW GROUP

Dated: _____, 2017

Joseph Hekmat

***EXHIBIT 4 to
Zelenski Declaration***

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

NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)

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

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
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 7). 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 submit 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 overtime to employees and forcing employees to “clock-out” while still on duty each workday; (2) issuing pay stubs that fail to list (a) employee identification numbers or only the last four digits of employees’ Social Security numbers, (b) the dates of pay periods, and (c) the employer’s address; (3) failing to provide proper meal and rest breaks to employees; (4) failing to reimburse employees for purchasing required uniforms; and (5) failing to pay all wages owed to former employees upon the termination of employment.

3. Why Is This A Class Action?

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

4. Why Is There A Settlement?

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

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

You are a class member if you were employed by Defendant in the State of California at any time from February 24, 2012, through January 26, 2017 (the “Class Period”). Based on Defendant’s records, Plaintiff and Defendant estimate that there are 109 class members.

6. What Does The Settlement Provide?

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

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

7. How Much Will My Payment Be?

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

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

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

8. How Do I Get A Payment?

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

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

If you believe that the information on the Employment-Information Sheet is inaccurate as to the amount of time

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

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

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

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

11. How Do I Exclude Myself From The Settlement?

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

Be sure to include your name, address, telephone number, Employee ID number or the last four digits of your Social Security number, and signature. You must mail your exclusion letter postmarked no later than _____, 2017, to *****. Alternatively, you must fax your exclusion letter no later than _____, 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 _____, 2017.

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

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

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

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

All written objections must state (1) your full name; (2) the dates of your employment; (3) your Employee ID number or the last four digits of your Social Security number; (4) the basis for the objection; and (5) if you intend to appear at the final approval/settlement fairness hearing. You must mail your written objection postmarked no later than _____, 2017, to *****. Alternatively, you must fax your written objection no later than _____, 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 law firms of Hekmat Law Group and Jaurigue Law Group, both of which represent Plaintiff Omar Rodriguez, have been provisionally certified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense.

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

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

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

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

You hereby are notified that a final approval hearing will be held before the Honorable John Shepard Wiley, Jr. on _____, 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 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.Phoenixclassaction/RodriguezvHawk.com.

19. What If I Have Questions?

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

Omar Rodriguez v. Hawk II Environmental Corp.

c/o [Settlement Administrator]

Address

City, CA, Zip

Toll-Free Phone Number: [insert]

Fax Number: [insert]

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

JAURIGUE LAW GROUP

Michael J. Jaurigue

Abigail A. Zelenski

David Zelenski

114 North Brand Boulevard, Suite 200

Glendale, California 91203

Telephone: (818) 630-7280

Fax: (888) 879-1697

HEKMAT LAW GROUP

Joseph Hekmat

11111 Santa Monica Boulevard, Suite 1700

Los Angeles, California 90025

Telephone: (424) 888-0848

Fax: (424) 270-0242

In addition, you can review settlement documents at www.Phoenixclassaction/RodriguezvHawk.com.

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 5 to
Zelenski Declaration***

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

NOTICE OF CLASS-ACTION SETTLEMENT (“NOTICE”)

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

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

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

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
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 <u>87</u>). 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 <u>file</u> submit 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 overtime to employees and forcing employees to “clock-out” while still on duty each workday; (2) issuing pay stubs that fail to list (a) employee identification numbers or only the last four digits of employees’ Social Security numbers, (b) the dates of pay periods, and (c) the employer’s address; (3) failing to provide proper meal and rest breaks to employees; (4) failing to reimburse employees for purchasing required uniforms; and (5) failing to pay all wages owed to former employees upon the termination of employment.

- ~~(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~~You are a class member if you were employed by Defendant in the State of California at any time from February 24, 2012, through January 26, 2017 (the “Class Period”²), ~~is a class member”).~~ Based on Defendant’s records, Plaintiff and Defendant estimate that there are 109 class members.

6. What Does The Settlement Provide?

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

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

7. How Much Will My Payment Be?

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

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

~~17, 2016, and December 12, 2016, a Confidential General Release Agreement, the amount of your previous settlement payment will be deducted from your share of the settlement and donated to the Los Angeles Mission's Urban Training Institute. 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).~~

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

8. How Do I Get A Payment?

To qualify for payment, you need not do anything, ~~but~~ other than to make the Settlement Administrator aware of your current mailing address if it changes by completing and mailing the enclosed Change-of-Address ~~form~~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~~The Information ~~on~~On The ~~Claim Form~~Employment-Information Sheet Is Inaccurate?

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

10. What Am I Giving Up ~~to~~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~~were asserted in Plaintiff's lawsuit based on the facts alleged by Plaintiff in the lawsuit. Specifically, you will be giving up—or “releasing”—the following claims:

Release of Claims: After the Court has approved the settlement, each class member who has not submitted a ~~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 filed by Plaintiff in the State of California, County of Los Angeles, Case No. BC62512~~Hawsuit on June 24, 2016, including but not limited to any such claims under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1198, and 2802; the Private Attorneys General Act (“PAGA”), (California Labor Code section 2698 *et seq.*); and the 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 on behalf of the Plaintiff class for the period from February 24, 2012, through January 26, 2017.

11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the settlement. The letter must state, in substance: ~~“I want to be excluded from~~ have read the Notice sent to me, and I wish to opt out of the settlement ~~in of the case~~ Omar Rodriguez v. Hawk II Environmental Corp., Los Angeles Superior Court of the State of California, County of Los Angeles, Case No. Number BC625121. I understand that, ~~by requesting exclusion,~~ I will not ~~be eligible to~~ receive any settlement payment ~~from pursuant to the terms of~~ the settlement.”

Be sure to include your name, address, telephone number, Employee ID number or the last four digits of your ~~social security number or employee~~ Social Security number, and signature. You must mail your exclusion letter postmarked no later than _____, 2017, to *****. Alternatively, you must fax your exclusion letter no later than _____, 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 _____, 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~~ may object to the proposed settlement in writing. You also may appear at the final approval hearing for the settlement (see Question 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense, ~~provided you notify the Settlement Administrator of your intent to do so.~~

All written objections must state (1) your full name ~~of the Settlement Class Member~~; (2) the dates of your employment; (3) your Employee ID number or 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 ~~final approval/settlement fairness hearing~~. You must ~~either mail or fax~~ your written objection ~~and any notice of intent to appear~~ postmarked ~~fax marked~~ no later than _____, 2017, to *****. Alternatively, you must fax your written objection no later than _____, 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~~ have been provisionally certified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

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

The attorneys for Plaintiff and the class will be paid from the \$250,000.00 Maximum Settlement Amount. Class ~~counsel~~ Counsel will ask for up to \$83,325.00 in attorneys’ fees and will also ask for actual litigation costs incurred, not to exceed \$ _____, 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~~ 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 to~~ Plaintiff of an amount up to \$7,500.00 will be paid from the Maximum Settlement Amount for Plaintiff’s work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

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

You hereby are notified that a final approval hearing will be held before the Honorable John Shepard Wiley, Jr. on _____, 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.*****.Phoenixclassaction/RodriguezvHawk.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
Jaurigue Law Group	

Abigail Zelenski
David Zelenski
Sehreen Ladak
114 North Brand Boulevard
Suite 200
Glendale, California 91203
Telephone: (818) 630-7280
Fax: (888) 879-1697

HEKMAT LAW GROUP

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

LYON LEGAL
Devon M. Lyon
2698 Junipero Avenue
Suite 201A
Signal Hill, California 90755
Telephone: (562) 216-7382
Fax: (562) 216-7385

WHAT IF I HAVE QUESTIONS? 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]

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

JAURIGUE LAW GROUP

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

HEKMAT LAW GROUP

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

In addition, you can review settlement documents at www.Phoenixclassaction/RodriguezvHawk.com.

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 6 to
Zelenski Declaration

EMPLOYMENT-INFORMATION SHEET

Class Member's information on file with the Settlement Administrator:

Name: _____

Address: _____

City, State, Zip Code: _____

Dates of Employment
During Class Period: _____

-
-
- Hawk II Environmental Corp.'s records indicate that you were employed by Hawk II Environmental Corp. in California from _____ to _____ during the Class Period (*i.e.*, February 24, 2012, through January 26, 2017) and that you worked _____ Individual Pay Periods during the Class Period. [Hawk II Environmental Corp.'s records also indicate that you previously received \$_____ in exchange for executing a "Confidential General Release Agreement" with Hawk II Environmental Corp.] Based on this information, it is estimated that, if you stay in the Settlement Class, you will receive approximately \$_____.
 - You do not have to take any action if you want to participate in the Settlement. Your Individual Settlement Payment will be mailed to you at the address shown above. If your name, address, or other contact information has changed, you should submit a Change-of-Address Form (enclosed with this Sheet) to notify the Settlement Administrator of your correct name, mailing address, and contact information immediately by returning it to the Settlement Administrator via United States first-class mail or fax to:

Omar Rodriguez v. Hawk II Environmental Corp.
c/o [Settlement Administrator]
Address
City, CA, Zip
Toll-Free Phone Number: [insert]
Fax Number: [insert]

Please Note: Individual Settlement Payment checks will be void 180 days after issuance. It is highly recommended you cash your Individual Settlement Payment soon after you receive it. If you lose or misplace your Individual Settlement Payment check, you must call the Settlement Administrator at _____ to have the check reissued.

EXHIBIT 7 to
Zelenski Declaration

Superior Court of California, County of Los Angeles
Omar Rodriguez v. Hawk II Environmental Corp.
Case No. BC625121

CHANGE-OF-ADDRESS FORM

I wish to change my name, mailing address, and/or other contact information to the following:

Name: _____

Former Name: _____

Street Address: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____ (Cell): _____

E-mail: _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Individual Settlement Payments, will be sent using the information listed above instead of the information previously used. I hereby request and consent to the use of the information listed above for these purposes.

Submitted by: _____

DATED: _____, 2017 Print Name: _____

Signature: _____

**PLEASE RETURN THIS FORM
VIA UNITED STATES FIRST-CLASS MAIL OR FAX TO:**

Omar Rodriguez v. Hawk II Environmental Corp.
c/o [Settlement Administrator]
Address
City, CA, Zip
Toll-Free Phone Number: [insert]
Fax Number: [insert]

CHANGE-OF-ADDRESS FORM

EXHIBIT 8 to
Zelenski Declaration



Providing help, hope and opportunity to men, women and children in need.

[Donate Now](#)
[Donate](#)
[Ways to Give](#)
[Learn](#)
[Act](#)
[Do You Need Help?](#)

You are here: [Home](#) / [Learn](#) / [Services and Programs](#) / [Recovery Services](#) / [Los Angeles Mission Rehabilitation Program for Men](#) / Urban Training Institute

Learn

[About](#)
[Stories of Change](#)

Services and Programs

[Emergency Services](#)
[Annual Career Fair](#)

Recovery Services

[Anne Douglas Center for Women](#)
[Application](#)

Los Angeles Mission Rehabilitation Program for Men

[Program Overview](#)
[Introduction](#)
[Program Requirements](#)
[Program Phases](#)

Urban Training Institute

[Classes & Therapy Curriculum](#)
[Graduation](#)
[Application](#)
[Transition and Community: Life Start](#)
[Newsletter & Video](#)
[The State of Homelessness](#)

URBAN TRAINING INSTITUTE

“Promoting a Passion for Life-Long Learning, Growth & Success”

The Urban Training Institute encompasses the total person: spirit, soul and body and addresses all issues from a relational rehabilitation approach.

Academics:

The Henry Salvatori Learning Center is available to male and female students who reside at the Los Angeles Mission, the Anne Douglas and in the community as well. The Learning Center is equipped with 45 computer lab workstations. Classes offered on-site are as follows:

- Adult Basic Education (improves academic skills such as reading, writing and math)
- Computer and Non-Computerized Education
- High School Completion or GED Readiness Classes (English and Spanish)
- Computer Literacy Classes
- Standardized Test Preparation
- Computer Fundamentals
- On-line Courses
- Customer Service
- Keyboarding
- Tutoring
- English As A Second Language
- Independent Studies
- Bible Classes*

*Angelus Bible Institute has partnered with the Mission in accepting the transfer of our Bible classes. (Pauls' letter to the Romans, Synoptic Gospels, Acts, Systematic Theology, and the Pentateuch)

Many classes are taught by State Certified teachers from Belmont Community Adult School, which is the largest adult school in the nation. Life Skills classes such as Anger Management, Domestic Violence Batter's class and Victims' class, and Smoking Cessation classes are taught by certified instructors. The Learning Center uses the Edmuntum Learning System to enrich the academic study of our student population.

Assessments:

Each student is individually assessed by a State Certified Student Counselor to determine his/her academic strength, weakness and learning style in order to create the ideal strategy for success. The assessment is extremely thorough.

Spiritual Life Studies:

Christianity is relational. Students are encouraged to develop their relationship with God through personal faith in Christ Jesus. Spiritual life studies contribute to character development and spiritual growth. If you are a church and would like to partner with us, please contact Ana Ceravolo at (213) 629-1227, ext. 387.

Physical Education:

Prolonged drug and alcohol abuse results in extensive physical deterioration. The physical education courses provide a structured program in which all UTI students participate in P.E. classes. Intramural team sports, involvement in city leagues and running the L.A Marathon are highlights of this program.

Social Events

Most of the students who attend the Los Angeles Mission are in need of love and encouragement. As part of the learning experience, we offer programs so students can attend social recreation such as museums, art galleries, picnics, running the Los Angeles Marathon, graduation outings and sporting events. Part of the recovery process involves social interaction and involvement.

Annual UTI Events:

February

- February 5th – Graduate Outing
- February 12th – Graduation

Anne Douglas Center



Learn how the Anne Douglas Center is changing the lives of

women on Skid Row.

Donate Online



Hope that heals begins with a meal
—just \$2.03!

May

- May 7th, Mother's Day Event

June

- June 10th – Graduate Outing
- June 17th – Graduation
- June 20th – Father's Day Luncheon

July




- July 15th – LAM Staff/Student Picnic

October

- October 7th – Graduate Outing
- October 14th – Graduation

December

- December 21st – Student Christmas Party

[Give](#) | [Food, Clothing and Stuff](#) | [Vehicle Donations](#) | [Donate Now](#) | [Wills and Trusts](#) |
[Monthly Giving](#) | [Corporate Sponsorships](#) | [Adopt-a-Meal](#) | [Donor Privacy](#) | [Stocks, Real Estate & Assets](#) |
[Matching Gifts](#) |
 Connect With Us:   

Los Angeles Mission is a 501(c)(3) not for profit organization.

GIVE

MONTHLY GIVING

- Food, Clothing and Stuff
- Vehicle Donations
- Wills and Trusts
- Donate Now
- Stocks, Real Estate & Assets
- Corporate Sponsorships
- Matching Gifts
- Adopt-a-Meal
- Donor Privacy

LEARN

- About
- Staff/Board
- History
- Mission Statement
- Financials
- Community Partners
- Letter
- Photo Tour
- Job Opportunities
- Services and Programs
- Stories of Change
- Transition and Community: Life Start
- Newsletter & Video
- Monthly Newsletter
- News Room
- Blog
- The State of Homelessness

ACT

- Volunteer
- Volunteer Opportunity
- Events
- Street Events
- How to Host an Event
- Event Registration
- Events Calendar
- Art of Love
- Heart of a Donor
- Legacy of Vision Gala
- Spread the Word
- Come See Behind the Scenes
- 24 Hours of Homelessness
- A Day at the Mission

Los Angeles Mission

303 East 5th Street
 Los Angeles, CA 90013
 PO Box 60127
 Los Angeles, CA 90060-0127
 (213) 629-1227
 Tax ID# 95-3134049

Los Angeles Mission - Donation Drop Off

316 Winston Street
 Los Angeles, CA 90013

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

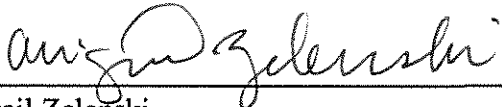
PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a party to the within action; and my business address is 114 North Brand Boulevard, Suite 200, Glendale, California 91203.

On **March 30, 2017**, I served the document(s) described as **SUPPLEMENTAL DECLARATION OF ABIGAIL ZELENSKI IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS-ACTION SETTLEMENT** on the interested parties in this action as follows:

- BY U.S. MAIL:** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, an envelope(s) containing the document(s) would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Glendale, California in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal-cancellation date or postage-meter date is more than one day after the date of deposit for mailing.
 - BY OVERNIGHT DELIVERY OR EXPRESS MAIL** I enclosed the document(s) in an envelope(s) or package(s) allowed by an overnight-delivery carrier and/or by the U.S. Post Office for express mail, and addressed to the person(s) at the address(es) above. I placed the envelope(s) or package(s) for collection and overnight delivery or express mail at an office or a regularly utilized drop-box of the overnight-delivery carrier, or I dropped it off at the U.S. Post Office.
- XXX BY ELECTRONIC DELIVERY VIA CASE ANYWHERE:** In accordance with the Court's rules governing Los Angeles Superior Court Case No. BC625121 requiring that all documents be served upon interested parties via the Case Anywhere system.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on **March 30, 2017**, at Glendale, California.



Abigail Zelenski