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Superior Court of California
County of Los Angeles

JUN 08 2017

Sherri R. Carter, Executive Officer/Clerk
By: Maria Aguirre, Deputy

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Attorneys for Plaintiff JESUS BIBRIESCA and JOSE MOLINA as individuals and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT
CENTRAL CIVIL WEST

JESUS BIBRIESCA and JOSE MOLINA as
individuals and on behalf of all similarly situated
employees

Plaintiff,

v.

QVEST SANITATION, LLC, SOUTHEAST
PERSONNEL LEASING, INC. and DOES 1
through 50, inclusive

Defendants

Case No BC568019

**DECLARATION OF KEVIN MAHONEY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl
Date: June 26, 2017
Time: 10:00 a.m.
Dept.: 309

Complaint Filed: December 30, 2014
Trial Date: None Set

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1. I am an attorney, duly admitted to practice law before the courts in the State of California. Unless otherwise specified, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently thereto, without intending to waive any attorney-client privilege.

3. This declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed concurrently here within.

4. On December 30, 2014, Plaintiff filed his initial complaint in this action purporting to assert putative class action claims on behalf of himself and all persons similarly situated against Defendants Qvest Sanitation, LLC, and Southeast Personnel Leasing, Inc.

6. Plaintiff seeks to represent a proposed class defined as: “means any current or former non-exempt employee of Defendant who worked at any time between December 30, 2010 and the court’s Preliminary Approval of Class Settlement, and does not opt out.”

8. Defendants contend that they complied with California law and that it paid Plaintiff and Plaintiff Class for all hours worked by Plaintiff and Plaintiff Class as reported on Plaintiff and Plaintiff Class timecards.

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1 9. Among other things, Plaintiff alleges in his complaint that Defendants failed to meet their
2 obligation to provide meal periods to Plaintiff and the class he seeks to represent in violation of Labor
3 Code sections 226.7 and 512.

4 10. Defendants contend that their current meal period policy complies with California law,
5 and that non-exempt employees have been "provided" meal periods in a manner consistent with
6 applicable law.

7 11. Among other things, Plaintiff alleges in his complaint that Defendant failed to meet their
8 obligation to authorize and permit rest periods to Plaintiff and the class he seeks to represent in violation
9 of Cal. Labor Code § 226.7 and section twelve (12) of Wage Order No. 5.

10 12. Defendant contend that they have always "authorized and permitted" its non-exempt
11 employees to take a ten (10) minute rest break per four (4) hours of work or major fraction thereof.

12 13. Among other things, Plaintiff alleges in his complaint that Defendant, by failing to include
13 in the final pay checks to former employees the additional wages due to Defendant's failure to comply
14 with meal and/or rest period requirements, as well as additional overtime compensation, willfully failed
15 to pay all wages earned and unpaid to those former employees within the time frame prescribe by Labor
16 Code §§ 201 and 202.

17 14. Defendant denies any legal violations, and contends that even if any underlying liability
18 is found there was no "willful" violation to trigger section 203 liability.

19 15. Among other things, Plaintiff alleges in his complaint that Defendant willfully failed to
20 make or keep accurate payroll records for Plaintiff and the class he seeks to represent in violation of
21 Labor Code sections 226 and 1174.

22 16. Defendant contends that it has complied with all such requirements with respect to payroll
23 records at all times.

24 17. Plaintiff further alleges in his complaint that Defendant failed to reimburse for necessary
25 business expenditures under Labor Code section 2802.

26 18. Defendant denies that it failed to reimburse for necessary business expenditures.

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INVESTIGATION AND EXCHANGE OF INFORMATION

19. Over the course of the litigation, I (and others from my office) conducted extensive investigation into the claims asserted in this case. That investigation included formal written discovery, as well as review, analysis and sampling of numerous records and other documents, and research and evaluation of claims and defenses.

20. Defendant's counsel and I have worked cooperatively regarding document and data productions, which were sufficient for both sides to fully evaluate this case. Defendants produced voluminous records prior to the Parties attending mediation.

21. From the inception of this case, Plaintiffs and Defendants engaged in significant discovery and limited motion practice and ultimately decided to participate in and attend mediation. The Parties attended mediation with mediator Steve Rottman on May 20, 2016.

22. Information provided by Defendant, defense counsel, and Class counsel's independent investigation has allowed class counsel to fully assess the strengths and weaknesses of the class claims against Defendant.

23. Class counsel is experienced in class action wage-and-hour litigation, is currently prosecuting several types of class action cases, and has significant knowledge of the relevant operations of Defendant given the disclosures made by Defendant in the course of the case.

24. Plaintiff believe that the case is suitable for class certification in that there were company-wide policies that affected all of Defendants' employees which could be established using representative testimony and declarations from class members, as well as the policies and procedures reflected in the documents produced by Defendant during discovery. However, while Plaintiff asserts that this is a suitable case for certification, Plaintiffs realize that there is always a significant risk associated with class certification proceedings.

25. Defendants, in their responsive pleadings, asserted a multitude of affirmative defenses, each of which is still claimed as a valid defense by Defendants. In addition to disputing the merits of Plaintiff's claims, Defendants would strongly challenge any request for class certification.

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SETTLEMENT

26. Parties negotiated a settlement in good faith and at arm's-length, following informal discovery (including the review and analysis of the compensation paid to Plaintiffs and Class Members, and the time records of Plaintiffs and Class Members, formal discovery and the exchange of documents), and ultimately agreed on a settlement. While the Settlement was not reached at the May 20, 2016 mediation, the Parties continued to work on a resolution of the matter. On February 7, 2017, the Parties signed a Memorandum of Understanding. The Parties have formalized a long-form settlement agreement attached herein.

Minimum and Overtime Wage Claim Value for Class:

27. Based on the sample of time keeping records produced during discovery, as well as an assumption of "off-the-clock" work, the maximum value of this claim is approximately one hundred forty-five thousand dollars (\$145,000.00) based on employee time sheets and payroll records. Due to the assumptions made and the difficulty in proving "off-the-clock" claims, a reasonable value of the overtime claim is estimated to be fifty-eight thousand dollars (\$58,000.00) or 40% of the maximum exposure.

Meal Period Claim Value:

28. As to the meal break claims, the Defendant contends that the classes would not be certified due to multiple individual issues, including the California Supreme Court decision in *Brinker Restaurant Corp. v Superior Court*, (2012) 53 Cal.4th 1004, 139 Cal., Rptr. 3d 315, which Defendant argues states that meal/rest period cases are incapable of certification given the individual questions as to "why" a meal period was not taken. Furthermore, due to the fact that most employees worked four (4) hours or less per day Defendants do not believe there was any liability as to the meal and rest break claims. The total exposure for violation per shift is approximately two hundred thirty thousand dollars (\$230,000.00). This value is based on a 25% violation rate during the Class Period. Due to *Brinker* and the difficulty in proving "meal period" claims, a reasonable value of the overtime claim is estimated to be forty-six thousand dollars (\$46,000.00) or 20% of the maximum exposure.

Labor Code § 203 Claim:

29. As to the waiting time maximum exposure was approximately three hundred thirty thousand dollars (\$330,000.00). The class discounted this based on risk and the fact that waiting time

1 penalties are not awarded if a good faith dispute exists as the class would not have been able to prove
2 "willful" withholding of wages. Furthermore, this was a purely derivative claim. A reasonable evaluation
3 of this claim would be eighty-two thousand five hundred dollars (\$82,500.00) or 25% of the maximum
4 exposure.

5 Failure to Provide/Maintain Accurate Payroll Record Claim Value:

6 30. As to the paystub penalty, this was a maximum exposure of approximately six hundred
7 thousand dollars (\$600,000.00) assuming each paystub provided to each class member each pay period
8 was in violation of Labor Code §226. There was a dispute as to whether the class was required to and
9 could actually prove injury as a result of paystub deficiencies. The risk of not getting certification was
10 considerable in light of the Defendant's claim that each class member would have to establish injury. The
11 class did not have a high confidence level on recovery. The paystub claim was a derivative claim. A
12 reasonable value of the paystub claim is estimated to be one hundred thousand dollars (\$120,000.00) or
13 20% of the maximum exposure.

14 Failure to Reimburse for Necessary Business Expenses:

15 31. As to the reimbursement claim, there was a maximum exposure of approximately twenty-
16 nine thousand dollars (\$29,000.00). There was a dispute as to whether the class was fully reimbursed.
17 The risk of not getting certification was considerable in light of the Defendant's claim that each class
18 member would have to establish injury. The class did not have a high confidence level on recovery. A
19 reasonable value of the reimbursement claim is twenty-nine thousand dollars (\$29,000.00) or 100% of
20 the maximum exposure.

21 32. Accordingly, the full exposure at trial based on the reasonable valuation and discounting
22 for risk factors for the class members would have been approximately three hundred thirty-five thousand
23 five hundred (\$335,500.00) (excluding attorneys' fees, interest, and cost). Thus, the settlement of two
24 hundred seventy-five thousand dollars (\$275,000.00) represents approximately 81% of the reasonable
25 value of the case which is fair and reasonable.

26 33. This Settlement is fair and reasonable because it provides substantial and immediate
27 benefits to the class members. The Settlement is jointly presented as the product of extensive arm's-
28 length negotiations by experienced counsel on both sides after thorough discovery and recognition of the

1 strengths and weaknesses of each other's positions. In calculating the appropriate settlement amount, the
2 Parties had sufficient information, including payroll data and time records, and had conducted an
3 adequate investigation to allow them to make an educated and informed analysis and conclusion.

4 34. Plaintiffs submit that the settlement for each participating class member is fair, reasonable,
5 and adequate given the inherent risk of litigation, the risk of class certification and costs of litigation.
6 With approximately 313 class members, the settlement would result in a net fund of approximately one
7 hundred sixty-six thousand eight hundred thirty-four dollars (\$166,834.00) thus averaging out to
8 approximately five hundred thirty-three dollars (\$533.00) per class member.

9 35. I believe that Plaintiff Jesus Bibriesca performed considerable services on behalf of the
10 Class, since Jesus Bibriesca searched for an attorney, collected and gathered the requested documents
11 and information such as time keeping records, met with us, made himself available each and every single
12 time that I called him in order to answer questions about Defendant's policies and procedures produced
13 in informal discovery or discussed during conversations with opposing counsel or raised in pleadings
14 filed in this matter. Plaintiff Bibriesca provided Class Counsel with factual information needed to prepare
15 the Complaint. Mr. Bibriesca collected relevant documents and produced those documents to Class
16 Counsel. Mr. Bibriesca consulted with Class Counsel about developments in the case and helped to
17 explain to Class Counsel certain evidence that Class Counsel obtained in discovery. Plaintiff Bibriesca
18 has also continued to be involved for the benefit of the class and the finalization of the settlement process.
19 I believe that the representative enhancement of four thousand five hundred dollars (\$4,500.000) is
20 warranted for his time and effort.

21 36. Class Counsel intends to request an award of attorneys' fees equal to 1/3rd of the Maximum
22 Settlement Amount, under the "percentage of benefit" theory.

23 37. To date, Plaintiffs' counsel has incurred costs to date of approximately ten thousand six
24 hundred twelve dollars and thirty cents (\$10,612.30) and this is more than fair and reasonable. Plaintiffs
25 expect further costs of approximately six hundred dollars (\$600.00) associated with the filing of both the
26 Motion for Preliminary Approval and Plaintiff's Motion for Final Approval.

27 38. Attached hereto as Exhibit "A" is a true and correct copy of the fully executed Joint
28 Stipulation of Class Action Settlement.

39. Attached hereto as Exhibit "B" is a true and correct copy of the Notice of Class Action Settlement and Hearing Date for Court Approval.

40. Attached hereto as Exhibit C to the Mahoney Declaration is a true and correct copy of the Request for Exclusion Form.

41. Attached hereto as Exhibit D to is a true and correct copy of the Information Sheet

42. I have no affiliation whatsoever with the cy pres recipient Optimist Youth Homes and Family Services.

EXPERIENCE AS COUNSEL IN CLASS ACTIONS

43. Since in or about 2007, I have been involved in the litigation and settlement of several employment law class action matters through the final approval process. The class size of the matters ranged from approximately 150 to over 15,000. In the last twelve (12) months alone, I have settled several employment class actions with settlement in the millions of dollars.

44. In August of 2009, I voluntarily resigned from Rose, Klein & Marias and co-founded Mahoney, Perry & Burrows, in Long Beach, California. The firm (now Mahoney Law Group, APC) currently serves as lead counsel and/or co-counsel in numerous wage and hour class action litigation in the Los Angeles Superior Court, Orange County Superior Court, and United States District Court for the Central District of California. Some examples of cases where I served as lead and/or co-counsel include: *Denise Mays v Children's Hospital of Los Angeles*, Case No. BC477830; *Valerie Brooks v Life Care Centers of America, Inc. et al.*, Case No. SACV 12-00659-CJC(RNBx); *Huerta v Prime Wheel Corporation*, Case No. BC559408; *Dinkins v LaCorr Packaging, LLC*, Case No. BC594886; *Harvey Holt, et al. v. Parsec, Inc.*, Case No. CV-9540-VBF; *Curiel v Glendora Grand, Inc.*, Case No. BC618831, *Dorothy Berry v. Brierwood Terrace Convalescent Hospital, et al.*, Case No. BC437781; *Dante Booker v The Goodyear Tire and Rubber Company*, Case No. BC498399; *Manuel Diaz v Excel Sheet Metal, Inc.*, Case No. BC504033; *Fernando Albiar, et al. v. Spectrum Athletics-Canoga Park, et al.* Case No. BC413860; *Gerardo Ortega, et al. v. CR & R Inc.*, Case No. BC414434; *William Davis v Pacific Hospital of Long Beach, et al.* Case No. BC488542; *Kurt Casadine v Maxim Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx); *Deborah Cabanillas v Lakewood Park Manor Healthcare, Inc. et al.* Case No. BC443859 *Daniel Branch v. Indiana Plumbing Supply, Co. Inc. et al.*, Case No. BC425627; *Butch*

1 *Calvo v. Providence Health Systems-Southern California, et al.* Case No. BC419843; *John De La Torre*
2 *Cri-Help, Inc.*, Case No. BC508430; *Esmerelda Fernandez, et al v Teva Parenteral Medicines, Inc.*, Case
3 No. 30-2010-00412849-CU-OE-CXC; *Kimya Oliver, et al. v. College Health Enterprise, et al.* Case No.
4 BC406481; *Audi Velazquez v. New Vista Health Services, Inc.*, Case No. BC 424797; *Rick Wilcox, et al.*
5 *v. Presbyterian Intercommunity Hospital, et al.*, Case No. BC 424796; *Gardner v. Longwood*
6 *Management Corp.*, Case Nos. BC377127; and *Davis v. Vital Care, Inc.*, Case No. BC385484; *Raenan*
7 *Guadez, et al v Sega Gameworks, LLC*, Case No. CIVRS1105099; *Erica Teyuca v Pacific Alliance*
8 *Medical Center, Inc.*, Case No. BC459422; *Yessenia Martinez v Fresh & Easy Neighborhood Market,*
9 *Inc.*, Case No. CIVRS1104607; and *Maria Zimmerman v Quality Children's Services*, Case No.
10 BC472001.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct.

13 Executed this 8th day of June, 2017 at Long Beach, California.

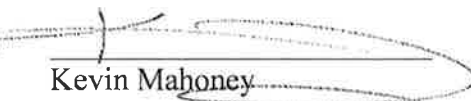
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16 By: 
17 Kevin Mahoney
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EXHIBIT A

1 Alfred J. Landegger Esq. -- State Bar No. 084419
2 Roxana E. Verano, Esq. -- State Bar No. 186837
3 LANDEGGER BARON LAW GROUP
4 A Law Corporation
5 15760 Ventura Boulevard
6 Suite 1200
7 Encino, California 91436
8 Telephone: (818) 986-7561
9 Facsimile: (818) 986-5147

10 Attorneys for Defendant
11 QUALITY VALUE EXCELLENT
12 SANITATION TEAM, LLC
13 (erroneously sued as QVEST SANITATION, LLC)

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF LOS ANGELES

16 JESUS BIBRIESCA and JOSE MOLINA as
17 individuals and on behalf of all similarly
18 situated employees,

19 Plaintiffs,

20 vs.

21 QVEST SANITATION, LLC, SOUTHEAST
22 PERSONNEL LEADING, INC. and DOES 1
23 through 50, inclusive,

24 Defendants.

Case No. BC568019

ASSIGNED FOR ALL PURPOSES TO JUDGE
ANN I. JONES, DEPT. 308

CLASS ACTION

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

CASE FILED: December 30, 2014

25 Plaintiff Jesus Bibriesca ("Plaintiff"), on behalf of himself and all other similarly situated
26 individuals, and defendant QUALITY VALUE EXCELLENT SANITATION TEAM, LLC, a
27 California corporation, ("Defendant") hereby agree, subject to the approval of the Court pursuant to
28 section 832 of the California *Code of Civil Procedure* and Rule 3.769 of the California *Rules of Court*,
to resolve the above-captioned case on the terms set forth in this Joint Stipulation of Class Action
Settlement and Release ("Joint Settlement" or "Settlement").

A. DEFINITIONS

1. "Action" means the civil action in the Superior Court for the State of California for the

County Of Los Angeles entitled *Jesus Bibriesca, et al. v. Qvest Sanitation, LLC, et al.*, Case No. BC568019.

2. "Claims Administrator" means Phoenix Settlement Administrators, or another third party administrator agreed upon jointly in writing by the Settling Parties, who will perform the duties of (i) conducting address traces to locate Class Members as necessary; (ii) preparing and mailing the Notice of Class Action Settlement and Information Sheet, (iii) tracking returned Exclusion Forms; (iv) responding to Class Member inquiries; (v) calculating and distributing the amounts due to Class Members pursuant to the Settlement; (vi) tax reporting in connection with the Settlement; and (vii) any other duties necessary for administration of the Settlement.

3. "Class Counsel" means Kevin Mahoney of the Mahoney Law Group, APC.

4. "Class Member(s)" means any current or former non-exempt employee of Defendant who worked at any time between December 30, 2010 and the court's Preliminary Approval of Class Settlement, and does not opt out.

5. "Class Representative" and "Plaintiff" means Jesus Bibriesca.

6. "Court" means the Superior Court for the State of California for the County of Los Angeles.

7. "Defendant" means Quality Value Excellent Sanitation Team, LLC, a California corporation, and all of their officers, directors, agents, attorneys, parents, predecessors, successors, subsidiaries, and related and affiliated entities.

8. "Effective Date" means the latest of the following: (a) if no Class Member makes an objection to the Settlement, the date the Court grants final approval to the Settlement; (b) if a Class Member objects to the Settlement, the later of: (i) dismissal or withdrawal of the objection by the Class Member; (ii) the passage of the date for seeking appellate review of the Court's final approval of the Settlement without a timely request for review; (iii) the date a Class Member's appeal from the Court's final approval of the Settlement has been voluntarily dismissed; or (iv) the date the California Court of Appeals or the California Supreme Court has rendered a final judgment on a Class Member's appeal affirming the Court's final approval of the Settlement without material modification.

9. "Exclusion Form" means the form approved by the Parties and subject to Court approval,

1 substantially in the form attached as Exhibit C which a Class Member must submit to exclude himself
2 or herself (*i.e.*, opt out) from the release of claims pursuant to this Settlement.

3 10. "Gross Settlement Amount" means the maximum amount of Two Hundred Seventy Five
4 Thousand Dollars (\$275,000.00) payable by Defendant pursuant to this Settlement. Under no
5 circumstances shall Defendant be required to contribute any money in excess of the Gross Settlement
6 Amount except that Defendant will be responsible for its own share of payroll taxes.

7 11. "Information Sheet" means the form that shall be prepared by the Settlement
8 Administrator, substantially in the form attached as Exhibit B, and sent to each Class Member that will
9 include the number of weeks each Class Member worked during the Release Period and is then used to
10 determine each Class Member's share of the settlement funds.

11 12. "Net Settlement Amount" means the portion of the Gross Settlement Amount available
12 for distribution to Class Members, after deducting the amounts approved by the Court payable to Class
13 Counsel for fees and costs, the Class Representative as enhancement award, and the Claims
14 Administrator.

15 13. "Notice" means the Notice of Class Action Settlement, substantially in the form
16 attached as Exhibit A, to be mailed out by the Claims Administrator to Class Members informing them
17 of the material terms of the settlement, including their options to object or request to be excluded from
18 the settlement.

19 14. "Parties" and "Settling Parties" means the Class Representative and Defendant.

20 15. "Release Period" means from December 30, 2010, up to and including the day of the
21 Court's preliminary approval of class settlement.

22 16. "Settlement" means this Joint Stipulation of Class Action Settlement and Release.

23 17. "Workweek(s)" refers to the number of weeks each Class Member worked for the
24 Defendant during the Release Period, which will be used to determine the amount of each Class
25 Members' Settlement Payment. One Work Week equals seven (7) days, with any remainder being
26 rounded up.

27 **B. RECITALS**

28 1. Plaintiffs commenced this Action in the Superior Court of California for the County of

1 Los Angeles on December 30, 2014. In their original Class Action Complaint for Damages, Plaintiff
2 alleged that Defendant failed to pay overtime compensation, failed to provide meal and rest periods,
3 engaged in unfair competition, failed to pay all wages owed upon termination, failed to maintain
4 payroll records, failed to provide accurate wage statements, and failed to reimburse for necessary
5 expenditures.

6 2. Defendant denies any liability or wrongdoing of any kind under the wage and hour
7 laws, or any other statutes or case authority, of the State of California or under federal law and further
8 denies that Plaintiff's claims are amenable to class treatment for any purpose other than settlement.

9 3. The Parties participated in a private mediation on May 20, 2016 before experienced
10 Mediator Steve Rottman. The Parties were unable to reach a resolution at the mediation but continued
11 their settlement discussions which culminated in a Memorandum of Understanding which
12 memorialized the principle elements of this Joint Settlement.

13 4. Class Counsel have conducted a thorough investigation into the facts of this case, and
14 have diligently pursued an investigation of the claims against Defendant, including engaging in the
15 exchange of informal discovery and the production of hundreds of pages of documents and detailed
16 information relevant to Plaintiff's claims, and researching the applicable law and potential defenses.
17 Based on their investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair,
18 reasonable, and adequate and is in the best interest of the Class Members in light of all known facts
19 and circumstances, including Defendant's defenses. Defendant agrees that the Settlement is fair,
20 reasonable and adequate.

21 5. Defendant conditionally agrees to stipulate, solely for the limited purpose of
22 consummating the terms of settlement contained in this Stipulation, to have the Court certify a class of
23 all non-exempt employees employed by Defendant during the Release Period as defined herein.

24 **C. TERMS OF SETTLEMENT**

25 1. **Gross Settlement Amount:** Defendant shall pay up to the maximum amount of Two
26 Hundred Seventy Five Thousand Dollars (\$275,000.00) in full and complete Settlement of this Action.
27 The Gross Settlement Amount shall be inclusive of all costs and attorney's fees awarded to Class
28 Counsel, any court approved enhancement awarded to Plaintiff, and the costs of the Claims

1 Administrator (estimated to be no more than \$9,000.00). After deduction of the foregoing costs, fees,
2 taxes, and enhancements from the Gross Settlement Amount, the remainder shall constitute the Net
3 Settlement Amount available for distribution to Class Members who do not submit a valid request for
4 exclusion. Under no circumstance shall Defendant be required to contribute any money in excess of
5 the Gross Settlement Amount. Defendant shall pay 50% of the Gross Settlement Amount in the third
6 quarter of year 2017, and the second 50% of the Gross Settlement Amount in the third quarter of year
7 2018.

8 2. Attorney's Fees and Costs: Defendants will not oppose Class Counsel's application to
9 the Court for an award not to exceed 33%, or Nine One Thousand Six Hundred Sixty-Six Dollars
10 (\$91,666.00), of the Gross Settlement Amount in attorney's fees plus costs (current estimate, not
11 including cost for the Class Administrator, is approximately \$12,000.00) to compensate Class
12 Counsel for the services performed in this case and all services remaining to be performed in
13 documenting the Settlement, securing Court approval of the Settlement, and ensuring that the
14 Settlement is fairly administered and implemented. The Claims Administrator will issue to Class
15 Counsel a Form 1099 with respect to the award of attorneys' fees and costs.

16 3. Enhancement Payment to Class Representative: Defendant will not oppose Plaintiff's
17 request to the Court for an award of Four Thousand Five Hundred Dollars (\$4,500.00) to plaintiff Jesus
18 Bibriesca, for his service as a Class Representative ("Enhancement Payment"), in addition to any
19 payment he may otherwise be entitled to receive as a Class Member. The Claims Administrator will
20 issue to Plaintiff an IRS Form 1099 for his Enhancement Payment. Class Representative further
21 agrees to sign a separate general release of all claims for which he will receive an additional Five
22 Hundred Dollars (\$500.00).

23 4. Distribution to Class Members:

24 a. The Information Sheet mailed with the Notice shall inform the Class Members that they
25 are entitled to a settlement payment and shall indicate the number of Workweeks calculated for the
26 particular Class Member and the amount of the corresponding payment. All Class Members who do
27 not submit a valid request for exclusion shall receive a share of the Net Settlement Amount in
28 proportion to the number of Workweeks each Class Member worked during the Release Period.

1 b. In the event settlement checks issued to Class Members by the Claims Administrator are
2 not cashed or deposited within 120 days after mailing by the Claims Administrator, the Claims
3 Administrator shall void any such check and shall distribute the funds from those checks to Optimist
4 Youth Homes and Family Services, as a *cy pres* recipient. The Claims Administrator shall make the
5 payment to the *cy pres* recipient within 14 days of voiding any checks not cashed or deposited. In such
6 event, the participating Class Member shall nevertheless remain bound by this Settlement. The Parties
7 each represent they do not have any financial interest in Optimist Youth Homes and Family Services
8 that could create a conflict of interest.

9 5. Tax Allocation of Class Member Distributions: The Parties agree that the Settlement
10 payments to Class Members will be treated as follows: 20% of the payments shall be allocated to
11 wages and 80% of the payments shall be allocated to penalties and interest. The Claims Administrator
12 shall be responsible for issuing claimants a form W-2 for amounts allocated to wages and a form 1099
13 for amounts allocated to penalties and interest.

14 6. Circular 230 Disclaimer:
15 Each party to this Agreement (for purposes of this section, the "Acknowledging Party"; and each party
16 to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees
17 that (1) no provision of this Agreement, and no written communication or disclosure between or among
18 the parties or their attorneys and other advisers, is or was intended to be, nor shall any such
19 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
20 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
21 Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax
22 advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into
23 this Agreement based upon the recommendation of any other party or any attorney or advisor to any
24 other party, and (c) is not entitled rely upon any communication or disclosure by any attorney or
25 adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party;
26 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
27 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
28 is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of

1 any transaction, including any transaction contemplated by this Agreement.

2 7. Payment Date: The payment to Plaintiff for his Enhancement Payment, the payment to
3 Class Counsel for their awarded attorney's fees and costs, the payment to the Claims Administrator for
4 the costs of settlement administration, and the payments to Class Members for their settlement
5 payments shall be made within thirty (30) days after the Effective Date. Defendant shall be
6 responsible for providing the Claims Administrator within fifteen (15) days after the Effective Date
7 sufficient funds to make all the payments required under the Settlement.

8 **D. NOTICE, CLAIM, EXCLUSION AND OBJECTION PROCEDURES**

9 1. Within fifteen (15) days following the Court's entry of an Order Granting Preliminary
10 Approval of the Settlement, Defendant shall provide to the Claims Administrator a database or
11 spreadsheet listing the name, last known home address, and social security number of Class Members
12 (the "Class List"), and the number of workweeks during the Release Period worked by each Class
13 Member.

14 2. Within 30 days after receiving the Class List from Defendant, the Claims Administrator
15 shall send a Notice of Settlement and Exclusion Form to each Class Member ("Notice Packet") by first
16 class mail.

17 3. The Claims Administrator shall use reasonable standard skip tracing devices as
18 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that Notice
19 Packet is sent to all Class Members at the addresses most likely to result in immediate receipt of those
20 documents. It shall be conclusively presumed that any Notice Packet so mailed and not returned as
21 undeliverable within Twenty (20) days of the mailing shall have been received by the Class Member.
22 With respect to returned Notice Packets, the Claims Administrator shall use reasonable diligence to
23 obtain a current address and re-mail to such address.

24 5. Class Members shall have forty-five (45) days from the initial mailing of the Notice
25 Packet by the Claims Administrator to submit an Exclusion Form. If disputes about the validity or
26 timeliness of any submitted Exclusion Form arise, the Parties shall meet and confer. If the Parties
27 cannot resolve the dispute, the Court shall make a final and binding determination as to whether the
28 disputed Exclusion Form shall be deemed valid.

1 6. Class Members who submit a timely and valid Exclusion Form will not be bound by the
2 release provisions of the Settlement and will not be entitled to receive any settlement benefits under the
3 Settlement.

4 7. If 10% or more of Class Members file Exclusion Forms (i.e., opt out), Defendant at
5 their sole option may abrogate the Settlement, in which case the Settlement shall be null and void.
6 Defendants shall exercise this right within ten (10) days after notification by the Claims Administrator
7 of the total number of Class Members who submitted a valid Exclusion Form.

8 8. Class Members shall have forty-five (45) days from the initial mailing of the Notice
9 Packet by the Claims Administrator to submit any objections to the Settlement and advise of their
10 desire to appear at the Final Fairness Hearing. The Notice shall include specific instructions to Class
11 Members for submitting objections.

12 9. As soon as practicable, but no later than five (5) business days following the close of
13 the 45-day response period, the Settlement Administrator shall provide Class Counsel and Counsel for
14 Defendant with a declaration attesting to completion of the notice process, including an explanation of
15 efforts to resend undeliverable notices returned with forwarding addresses, and a summary of
16 objections and exclusions, along with any other matters relevant for the Court to consider. Said
17 declaration shall be filed with the Court by Class Counsel along with their papers requesting final
18 approval of the Settlement.

19 10. Compliance with the procedures described in this Stipulation shall constitute due and
20 sufficient notice to Class Members of this settlement, and the final approval hearing shall satisfy the
21 requirements of due process, and nothing else shall be required of the Plaintiff, Class Counsel,
22 Defendant, Counsel for Defendant, or the Settlement Administrator to provide additional notice of the
23 settlement and the final approval hearing, unless expressly ordered by the Court.

24 **E. RELEASE OF CLAIMS**

25 1. Class Members' Released Claims: Each Class Member who does not submit a timely
26 and valid Exclusion Form shall, upon the Effective Date, be deemed to have released any and all
27 claims against Defendant and any former and present parent, subsidiary, and affiliated entities
28 including corporations, limited liability companies (LLC), limited partnerships (LP), trusts,

1 unincorporated associations, partnerships, and their respective officers, directors, employees, partners,
2 managers, trustees, beneficiaries, shareholders, attorneys and agents, any other successors, assigns, or
3 legal representatives ("Released Parties"), from any and all claims, rights, demands, liabilities and
4 causes of action under California and federal law giving rise to potential liability for acts or omissions
5 during the Release Period which were or could have been raised as part of the Plaintiff's claims in the
6 Action based on the facts alleged in the Class Action Complaint for Damages (the "Released Claims").

7 Each Class Member who does not submit a timely and valid Exclusion Form waives all rights
8 and benefits afforded by California Civil Code Section 1542 and does so understanding the
9 significance of that waiver with respect to and/or arising out of any claims that were or could have
10 been encompassed in the Action, and any claims which reasonably flow from the facts alleged in the
11 Complaint. The California Civil Code Section 1542 waiver is limited to the Claims alleged in the
12 Action. Section 1542 provides as follows: "**A general release does not extend to claims which the
13 creditor does not know or suspect to exist in his favor at the time of executing the release, which
14 is known by him must have materially affected his settlement with the debtor.**"

15 2. Additional Attorney's Fees Released by Class Counsel: In consideration of an award of
16 attorneys' fees and costs in accordance with this Settlement, Class Counsel irrevocably and forever
17 waives any and all claims to any further attorneys' fees and costs in connection with the Action.

18 **F. COURT APPROVAL**

19 1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary
20 Approval of the Settlement.

21 2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement,
22 Plaintiff, after the Claims Administrator has mailed the Notice Packet to Class Members, and the time
23 for Class Members to submit an Exclusion Form or objection has expired, shall move the Court for the
24 entry of an Order Granting Final Approval of the Settlement.

25 3. This Settlement shall not take effect until the Court has entered an order granting final
26 approval of the Settlement, and that order has become final after any objections to the Settlement or
27 any appeals from the order granting final approval of the Settlement have been resolved. If for any
28 reason this Settlement is materially modified on appeal, then this Settlement will become null and

1 void, no payment under this Settlement will be made, and the Settlement shall not be used nor be
2 admissible in any subsequent proceeding either in this Court or in any other Court or forum.

3 4. The Parties agree to waive appeals from the Court's order granting final approval of the
4 Settlement with the following exceptions: (1) the Parties may appeal if the Court materially modifies
5 the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees, costs, or an
6 Enhancement Payment in an amount less than requested by Plaintiffs. Any appeal with respect to the
7 amount of attorney's fees, costs, or Enhancement Payment shall not affect the finality of the Settlement
8 in any other regard or delay the payment of settlement benefits to Class Members or administration
9 costs to the Claims Administrator.

10 **G. MISCELLANEOUS**

11 1. The respective signatories to the Settlement represent that they are fully authorized to
12 enter into this Settlement and bind the respective Parties to its terms and conditions.

13 2. The Parties agree to cooperate fully with each other to accomplish the terms of this
14 Settlement, including but not limited to, execution of such documents and to take such other action as
15 may reasonably be necessary to implement the terms of the Settlement. The Parties shall use their best
16 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
17 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. The Parties
18 further agree not to induce or discourage any former employees to either make or not submit an
19 exclusion or objection to the Settlement.

20 3. The Parties represent, covenant, and warrant that they have not, directly or indirectly,
21 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity
22 any portion of any liability, claim, demand, action, cause of action or right released and discharged in
23 this Settlement.

24 4. Nothing contained in this Settlement shall be construed or deemed an admission of
25 liability, culpability, negligence, fault, or wrongdoing on the part of Defendant, and Defendant denies
26 any such liability, and this Settlement is based on disputed claims by Defendant. Each of the Parties
27 has entered into this Settlement with the intention to avoid further disputes and litigation with the
28 attendant inconvenience and expenses. This Settlement is a settlement document and shall be

1 inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or
2 enforce its terms and may be used and filed in a judicial or quasi-judicial proceeding as a legal bar.

3 5. The Parties agree that, pursuant to California Code of Civil Procedure section 664.6, the
4 Court has jurisdiction and will retain jurisdiction over the Parties for the purpose of enforcing the
5 agreement and terms contained herein.

6 6. This Settlement may be executed in counterparts, and when each party has signed at
7 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
8 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
9 effective as to all Parties.

10
11 Dated: 5-30, 2017

Jesus A. Bibriesca
Class Representative Jesus Bibriesca

12
13
14
15 QUALITY VALUE EXCELENT SANITATION TEAM, LLC

16
17 Dated: May 31st, 2017

Abel Vega
Abel Vega, President

18
19 Dated: 6/1, 2017

MAHONEY LAW GROUP, ALC

20
21 By: Kevin Mahoney
Class Counsel

22
23 Dated: 5/31, 2017

LANDEGGER BARON LAW GROUP, ALC

24
25 By: Roxana E. Verano
26 Attorneys for Defendant
27
28

EXHIBIT B

EXHIBIT A

JESUS BIBRIESCA v. QVEST SANITATION, LLC, et al.
Los Angeles County Superior Court Case No. BC568019
600 South Commonwealth Ave.
Los Angeles, CA 90005

NOTICE OF CLASS ACTION SETTLEMENT

This Notice provides important information about a proposed settlement in the class action lawsuit brought by Jose Bibriesca ("Plaintiff") against Quality Value Excellent Sanitation Team, LLC (erroneously sued as Qvest Sanitation, LLC), a California corporation, ("Defendant"), and your rights to participate in or exclude yourself from the settlement.

A. Summary Of The Claims

Plaintiff alleges that Defendant owes persons who worked in a non-exempt position for Defendant between December 30, 2010, and _____, 2017 ("Class Members") wages and penalties due to the failure to comply with various labor laws. Plaintiff alleges that: Defendant failed to pay Class Members overtime wages for all hours worked; Defendant failed to provide Class Members all required meal and rest periods; Defendant failed to pay terminated Class Members all wages owed upon termination; Defendant failed to provide accurate wage statements; Defendant failed to maintain payroll records; Defendant failed to reimburse for necessary expenditures; and Defendant engaged in unfair competition. On behalf of himself and other Class Members, Plaintiff seeks to recover unpaid wages, penalties, interest, and attorney's fees.

Defendant denies all of Plaintiff's claims and maintains that they complied with all state and federal labor laws. The Court has not determined whether or not Defendant violated any laws, or whether any Class Member is entitled to any money or other relief.

B. Why You Are Receiving This Notice

On _____, 2017, the Los Angeles County Superior Court (the "Court") preliminarily approved a settlement of the lawsuit. According to Defendant's records, you are a putative Class Member. Because you are a putative Class Member, you have the right to participate in, object to, or exclude yourself from the settlement. This letter explains your legal rights and options with respect to the settlement.

C. The Terms Of The Settlement

Defendant has agreed to pay the Gross Settlement Amount of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) in exchange for a release of the claims asserted by Plaintiff and Class Members in the lawsuit. It is estimated that, after deducting administrative costs and other expenses from the Gross Settlement Amount, approximately One Hundred Fifty Five Thousand Eight Hundred Thirty Four Dollars (\$155,834.00) (the Net Settlement Amount) will be available for distribution to Class Members (based on the total number of workweeks worked by Class Members), as follows: The amount each Class Member receives will be based on the number of workweeks worked for Defendant during the Class Period/Release Period.

D. Your Options

You have three options: 1) Do Nothing; 2) object to the settlement; or 3) request exclusion from the settlement.

1. Do Nothing

If you do nothing, you will receive a share of the settlement benefits, and you will be bound by the release of claims in the settlement, which means that you will not be able to sue Defendant for any of the claims asserted against Defendant in the lawsuit. You do not need to respond to this Notice in order to participate in the settlement.

2. Object To The Settlement

As long as you do not exclude yourself from the settlement, you have the right to object to the settlement. The objection must be sent by [date] by regular mail, e-mail or fax to the Claims Administrator at the following address: [insert]

3. Exclude Yourself From The Settlement

If you wish to exclude yourself from the settlement, you must submit a valid Request for Exclusion Form. The Request Form must be sent by [date] by regular mail, e-mail or fax to the Claims Administrator at the following address [insert].

If you exclude yourself from the settlement, you will not be entitled to recover any settlement benefits or object to the settlement, but you will retain the right to bring any claims you have or believe you have against Defendant. If you do not exclude yourself from the settlement, you will upon final approval of the settlement be bound by the release of claims against Defendant and lose the right to sue Defendant for any of the claims asserted against Defendant in the lawsuit.

E. Do I Have a Lawyer In This Case?

The Court has decided that the attorneys of Mahoney Law Group, APC, located at 249 E. Ocean Boulevard, Suite 814 Long Beach, CA 90802, may represent you and all Class Members. Attorney Kevin Mahoney and the attorneys of the Mahoney Law Group, APC are called "Class Counsel." The court has made a preliminary finding concerning this issue. More information about this law firm, its practice, and its attorneys' experience is available at <http://www.mahoney-law.net>

F. Release Of Claims

Unless you exclude yourself from the settlement, upon final approval of the settlement by the Court you will be deemed to have given up your right to sue Defendant and any former and present parent, subsidiary, and affiliated entities including corporations, limited liability companies (LLC), limited partnerships (LP), trusts, unincorporated association, partnerships, and their respective officers, directors, employees, partners, managers, trustees, beneficiaries, shareholders, attorneys and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands, liabilities and causes of action under California and federal law giving rise to potential liability for acts or omissions during the Release Period which were or could have been raised as part of the Plaintiffs' claims in the Action based on the facts alleged in the lawsuit.

You also agree to waive all rights and benefits afforded by California Civil Code Section 1542 and do so understanding the significance of that waiver with respect to and/or arising out of any claims that were or could have been encompassed in the Action, and any claims which reasonably flow from the facts alleged in the Complaint. The California Civil Code Section 1542 waiver is limited to the Claims alleged in the Action. Section 1542 provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him must have materially affected his settlement with the debtor."

G. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for _____, 2017 at [time] in Department 308 of the Los Angeles County Superior Court, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval to the settlement. The Court will also rule at the Final Fairness Hearing on the application by Plaintiff for an award of attorney's fees, costs and service enhancement to Plaintiff. You have the right to attend the Final Fairness Hearing and, if you objected to the settlement, address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf.

H. Where To Get More Information

If you want more information about the lawsuit or the settlement, you may contact the Settlement Administrator PHOENIX CLASS ACTION ADMINISTRATION by calling [insert phone number], or by calling Class Counsel at 562-590-5550. You may also email Class Counsel at kmahoney@mahoney-law.net.

You may also visit [www.\[insert administrator's website\]](http://www.[insert administrator's website]) to view documents filed in this matter, including the Complaint, Joint Stipulation of Class Action Settlement and Release, Motion for Preliminary Approval and accompanying papers, Motion for Final Approval and accompanying papers, and Notice of Entry of Judgment in this case.

You can also view and obtain copies of lawsuit related documents in the Court's file by going to the clerk's office located at 600 South Commonwealth Avenue, Los Angeles, California 90005. DO NOT CONTACT THE COURT.

If the Court grants final approval to the Settlement, the website will also have copies of all papers filed by Class Counsel in support of their Motion for Final Approval of Class Action

Settlement and the Court's Order Granting Final Approval of Class Action Settlement. If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Claims Administrator at [insert telephone number].

EXHIBIT C

EXHIBIT C

JESUS BIBRIESCA v. QVEST SANITATION, LLC, et al.
Los Angeles County Superior Court Case No. BC568019
600 South Commonwealth Ave.
Los Angeles, CA 90005

REQUEST FOR EXCLUSION FORM

SUBMIT THIS FORM ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THE SETTLEMENT.

Please indicate any changes/corrections:

<<Name>>

<<Address>>

<<City, State ZipCode>>

Please provide a daytime and evening
telephone number:

Daytime () -

Evening () -

I. DIRECTIONS

In order to exclude yourself from the settlement, you must sign and date this Request for Exclusion Form and mail it, fax it or email it to **[INSERT NAME AND ADDRESS]**, within 45 calendar days of the date on the accompanying Notice of Class Action Settlement. If mailed, **the Request for Exclusion Form must be postmarked on or before [INSERT DATE]**. If you move, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

II. REQUEST FOR EXCLUSION FROM THE SETTLEMENT

I am a class member in the case of *Jose Bibriesca, et al. v. Qvest Sanitation, LLC, et al.*, Los Angeles County Superior Court Case No. BC 568019.

I have read the Notice of Class Action Settlement explaining my rights under the settlement and do not wish to participate in the settlement. I request that I be excluded from the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

Signature: _____

Send this form by [INSERT DATE] to:

Name of Administrator

Address

Telephone Number

Fax Number

Email address

EXHIBIT D

EXHIBIT B

JESUS BIBRIESCA v. QVEST SANITATION, LLC, et al.
Los Angeles County Superior Court Case No. BC568019
600 South Commonwealth Ave.
Los Angeles, CA 90005

INFORMATION SHEET

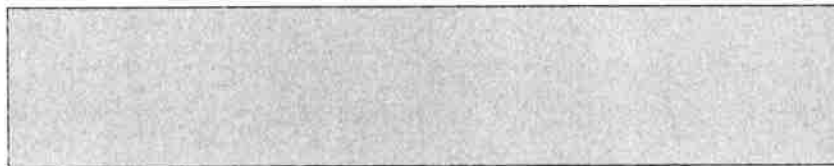
Calculation of Settlement Payments: Each participating Class Member's share of the \$275,000.00 Gross Settlement Amount shall be based upon the total number of weeks worked for Defendant as an hourly, non-exempt employee who performed paid work for Quality Value Excellent Sanitation Team, LLC in California during the Class Period from December 30, 2010 through _____, 2017.

For these calculations a Workweek equals a 7-day period of employment. To determine the total number of Workweeks that a Class Member worked during the Class Period, the Settlement Administrator will calculate the number of days the Class Member was employed, and divide the number by seven. The Distributable Amount will be divided by the sum of the Workweeks worked by the Class to determine the value of each Work Week.

To determine the amount to be paid to each Class Member, the Settlement Administrator will multiply the value of each Workweek by the number of Workweeks for each Class Member.

Your Days Employed and Estimated Settlement Payment: According to Defendant's records, you worked from <<DATE>> to <<DATE>>, which equals <<workweeks>> Workweeks. Based on your number of Workweeks, **your estimated individual Settlement Payment is <<EstSettPayment>>.** Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Work Weeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the amount of pay periods and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated number of Workweeks you claim you performed work as a Class Member from December 30, 2010 through _____ June 14, 2017. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].



If you dispute the number of Workweeks stated above, Defendant's records will be presumed determinative unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Workweeks that should be applied and/or the individual

Settlement Payment to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal. You will be informed of the decision.

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is, 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **June 8, 2017**, I served true copies of the foregoing document(s) described as: **DECLARATION OF KEVIN MAHONEY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT** on the interested parties in this action addressed as follows:

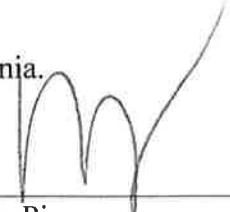
Roxana Verano
Roxana@landeggeresq.com
Natalie Mirzayan
Natalie@landeggeresq.com
Alfred J. Landegger
Alfred@landeggeresq.com
LANDEGGER BARON LAW GROUP
15760 Ventura Blvd., Suite 1200
Encino, CA 91436

Attorneys for Defendant Quality Value Excellent Sanitation Team LLC

☒ **By Electronic Transmission:** The parties listed above were served electronically with a true and correct copy of the document(s) listed above by transmission through CASE ANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **June 8, 2017**, at Long Beach, California.



Nicole Pierson