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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ROCIO J. MAYA GONZZALEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL ENGINEERING AND
CONSULTING GROUP, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 21STCV40584

CLASS AND REPRESENTATIVE ACTION

Assigned for all purposes to the Honorable
Kenneth R. Freeman, Department 14

**DECLARATION OF LLUVIA ISLAS OF
PHOENIX SETTLEMENT ADMINISTRATORS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Action filed: November 4, 2021
Trial Date: Not Set

I, Lluvia Islas, declare as follows:

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix is responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* (“Notice”); (ii) responding to any inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from November 4, 2017 to November 28, 2022 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from November 4, 2020 to November 28, 2022 (“PAGA Period”); (iv) determining the validity of any letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), any written objections to the Class Settlement (“Objections”), and/or any disputes regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

1 3. On May 13, 2024, Phoenix received a data file from Defense Counsel that
2 contained names, last known mailing addresses, telephone numbers, Social Security numbers,
3 and dates of employment for each Class Member (“Class List”) during the Class Period and
4 PAGA Period. The final mailing list contained fifty-two (52) individuals identified as Class
5 Members.

6
7 4. On May 13, 2024, Phoenix conducted a National Change of Address (“NCOA”)
8 search in an attempt to update the class list of addresses as accurately as possible. A search of
9 this database provides updated addresses for any individual who has moved in the previous four
10 (4) years and notified the U.S. Postal Service of their change of address.

11 5. On June 24, 2024, Phoenix mailed the Notice via U.S. first class mail, to all fifty-
12 two (52) Class Members on the Class List. A true and correct copy of the mailed Notice is
13 attached hereto as **Exhibit A**.

14
15 6. As of the date of this declaration, seven (7) Notices have been returned to
16 Phoenix. None were returned with a forwarding address. For the seven (7) Notices returned
17 from the Post Office without a forwarding address, Phoenix attempted to locate a current
18 mailing address using idiCORE, one of the most comprehensive address databases available for
19 skip tracing. Of the seven (7) Notices that were skip traced, six (6) updated addresses were
20 obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

21
22 7. As of the date of this declaration, one (1) Notice remains undeliverable, because
23 an updated address could not be obtained via skip trace.

24 8. As of the date of this declaration, Phoenix has received one (1) Request for
25 Exclusion from Armen Aghakiant. The deadline to request exclusion from the Class Settlement
26 was August 23, 2024.

1 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
2 Objection from Class Members. The deadline for objecting to the Class Settlement was August
3 23, 2024.

4 10. As of the date of this declaration, Phoenix has received zero (0) Workweek
5 disputes from Class Members. The deadline for submitting a dispute was August 23, 2024.
6

7 11. The escalator clause indicates that if the actual number of workweeks during the
8 Class Period (the “Affected Workweeks”) is more than 10% greater than this number (i.e., if
9 there are more than 5,500 Workweeks), Defendant shall increase the Total Consideration in
10 proportion to the increase in Affected Workweeks over 10%. Alternatively, in its unilateral
11 discretion, if Defendant does not wish to pay the proportional increase in the TC, it may instead
12 end the Release Period and PAGA Period on the date that the total number of Workweeks
13 reaches 5,500, so that the proportional escalation is not triggered. There was a total of 4,629
14 workweeks under the 10% threshold, thus the escalator clause was not triggered.
15

16 12. The Net Settlement Amount of \$41,129.55 available to pay Settlement Class
17 Members was determined by subtracting the requested Class Counsel attorneys' fees
18 (\$33,333.33), and Class Counsel costs (\$12,537.12), requested Enhancement Payment to
19 Plaintiff Gonzzalez (\$5,000.00), the PAGA Amount (\$5,000.00), and the requested Settlement
20 Administration Costs (\$3,000.00) from the Gross Settlement Amount (\$100,000.00).
21

22 13. There are fifty-one (51) Class Members who did not submit timely and valid
23 Requests for Exclusion and are therefore deemed Settlement Class Members, representing
24 98.08% of the Class. Settlement Class Members have worked a collective total of four thousand
25 six hundred twenty-nine (4,629) Workweeks during the Class Period. The highest Individual
26 Settlement Share to be paid is approximately \$2,016.94, the lowest Individual Settlement Share
27 to be paid is approximately \$106.62 and the average Individual Settlement Share to be paid is
28

1 approximately \$810.99. Settlement Class Members will be issued payment of their Individual
2 Settlement Shares subject to reduction for the Settlement Class Member's share of taxes and
3 withholdings with respect to the wages portion of the Individual Settlement Share (the net
4 payment is their "Individual Settlement Payment"). Pursuant to the Settlement, Defendant has
5 agreed to fund the employer-side taxes due separately and apart from the Gross Settlement
6 Amount.
7

8 14. Additionally, \$5,000.00 of the Gross Settlement Amount has been allocated
9 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%,
10 or \$3,750.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
11 25%, or \$1,250.00, shall be paid to Aggrieved Employees who are or were employed by
12 Defendant during the PAGA Period. There are forty-three (43) Aggrieved Employees who
13 worked a total of one thousand one hundred eighty-four (1,184) pay periods during the PAGA
14 Period. The highest Individual PAGA Payment to be paid is approximately \$48.56, the lowest
15 Individual PAGA Payment to be paid is \$1.08 and the average Individual PAGA Payment to be
16 paid is approximately \$29.07.
17

18 15. Phoenix's costs associated with the administration of this matter are \$3,000.00.
19 This includes all costs incurred to date, as well as estimated costs involved in completing the
20 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto
21 as **Exhibit B**.
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1 I declare under penalty of perjury of the laws of the State of California that the foregoing
2 is true and correct.

3 Executed this 5th day of August 2024, at Orange, California.
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6 Lluvia Islas

7 Lluvia Islas
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Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES
Rocio J. Maya Gonzzalez v. National Engineering and Consulting Group, Inc. et al
Case No. 21STCV40584

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All individuals are or were employed by Defendant in the position of “Staff Geologist” or “Technician” at any time from November 4, 2017, through November 28, 2022.

All individuals who are or were employed by Defendant in the position of “Staff Geologist” or “Technician” in California from November 4, 2020, through November 28, 2022.

The California Superior Court, County of Los Angeles has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes:

All individuals are or were employed by Defendant in the position of “Staff Geologist” or “Technician” at any time from November 4, 2017, through November 28, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

National Engineering and Consulting Group, Inc.’s (“Defendant”) personnel records indicate that you may be a Class Member. The Settlement will resolve all Class Members’ Released Claims, as described below, from the time period from November 4, 2017, through November 28, 2022. (the “Class Period”).

A Preliminary Approval Hearing was held on May 28, 2024, in the Superior Court of California, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on December 10, 2024, at 10:00 a.m., before Hon. Kenneth Freeman, located in Department 14 of the Complex Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012.

2. What Is This Case About?

Rocio J. Maya Gonzzalez filed a Class Action lawsuit against Defendant on November 4, 2021, in the Superior Court of California, County of Los Angeles, Case No. 21STCV40584. Plaintiff alleged therein that Defendant: (1) failed to pay all wages, including minimum and overtime wages; (2) failed to provide meal breaks (including without limitation first and second meal breaks) each day based on the hours worked by each employee, including meal breaks that were short, late, interrupted, and/or missed altogether; (3) failed to authorize and permit legally compliant rest breaks each day based on the hours worked by each employee, including rest breaks that were short, late, interrupted, and/or missed altogether; (4) failure to indemnify business expenses; (5) failed to timely pay wages during employment for each pay period for every employee; (6) failed to timely pay wages upon discharging employees; and (7)

conducted unfair business practices. Plaintiff further alleged that the aforementioned resulted in inaccurate wage statements; the underpayment of wages to employees upon termination and/or resignation.

On November 14, 2022, Plaintiff filed a First Amended Complaint adding a cause of action under the Private Attorneys General Act of 2004 (“PAGA”) seeking penalties for violations of the Labor Code.

Plaintiff and Defendant attended mediation on the Class Action on September 28, 2022. With the support of a mediator, the Parties reached a settlement of the Class Action.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. The Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendant expressly denies that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. Am I A Class Member?

You are a Class Member if you are currently or were formerly employed by Defendant in the position of “Staff Geologist” or “Technician” at any time from November 4, 2017, through November 28, 2022.

You are an Aggrieved Employee if you are currently or were formerly employed by Defendant in the position of “Staff Geologist” or “Technician” in California from November 4, 2020, through November 28, 2022. (“PAGA Period”).

4. How Does This Class Action Settlement Work?

In this Class Action, Plaintiff sued on behalf of herself and all other similarly situated employees who were employed by Defendant as “Staff Geologist” or “Technician” in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Class Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MOON LAW GROUP, PC Kane Moon Lilit Ter-Astvatsatryan 725 S. Figueroa St., 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	FISHER & PHILLIPS, LLP John A. Mavros Bret Martin 2050 Main Street, Suite 1000 Irvine, CA 92614 Telephone: (949) 851 2424 Facsimile: (949) 851 0152

The Court has decided that Moon Law Group is qualified to represent you and all other Class Members simultaneously.

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as a Class Member in California during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Defendant, for any the Released Claims as defined in Section No. 9 below, with the sole exception of any claim under the PAGA. If the Court approves the Settlement, any claim under the PAGA will be released regardless of whether you choose to opt out.
- **OBJECT:** You may mail a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from This Settlement” and “How Do I Object To The Settlement?”

Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (*i.e.*, “opt out”) by sending a timely opt out notice. You can submit a written document that includes the information described below. If you opt out of the Settlement, you will not be releasing the claims set forth in Section No. 9 (with the sole exception of any claims under the PAGA). The Exclusion Form must be signed, dated, and mailed by First Class U.S. Mail, **postmarked no later than August 23, 2024**, to: **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863**. You cannot exclude yourself by phone.

If you received a re-mailed Class Notice, whether by skip-trace or forwarded mail, your Response Deadline to postmark an Exclusion Form, or mail and serve an objection to the Settlement will be extended by ten (10) calendar days from the original Response Deadline. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. The Exclusion Form must: (a) include the Class Member’s name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 by August 23, 2024. The Objections must: (a) state the objecting person’s full name, address, and telephone number and the name and address of counsel, if any; (b) have the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (f) be signed by the objecting Class Member or his or her attorney; and (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel and orally object to the Settlement. Any attorney who will represent an individual objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than fifteen (15) calendar days before the Final Approval hearing.

Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Settlement Class members who fail to object 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.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before August 23, 2024.

If the Court rejects the notice of objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will fully release and discharge Defendant and any and all of its

affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns (“Released Parties”).

A. Released Claims.

- i. Release by Plaintiff and Participating Class Members: Upon Effective Final Settlement Date the claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are all known and unknown claims, rights, demands, damages, liabilities and causes of action, in law or in equity, arising at any time during the Class Period alleged in the Complaint, or that could have been alleged based on the facts pleaded, including but not limited to California Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, , and the related applicable IWC Wage Orders. Released Claims include, but are not necessarily limited to, claims based on theories of misclassification as exempt from overtime, “off-the- clock” work, or automatically deducted meal periods; meal and rest breaks; failure to maintain accurate employment records; wage statement violations; separation pay violations; failure to reimburse business expenses; and unfair business practices.
- ii. Release by Class Members Who Are Aggrieved Employees and Plaintiff: All Class Members who are Aggrieved Employees and Plaintiff are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendant could be required to pay under the Settlement Agreement shall be up to but no more than one-hundred-thousand dollars (\$100,000.00) (“Total Consideration” or “TC”).

The “Net Settlement Amount” or “NSA” means the portion of the Total Consideration available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to Plaintiff in an amount up to five-thousand dollars (\$5,000.00) for the prosecution of the Class Action, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Administration Costs to the Settlement Administrator in an amount up to three-thousand dollars (\$3,000.00); (3) the PAGA Payment of five thousand dollars (\$5,000.00), seventy-five percent (75%) of which shall be paid to the LWDA, and twenty-five percent (25%) of which shall be distributed to Eligible Aggrieved Employees, on a pro rata basis; (4) the Attorney Fee Award to Class Counsel in an amount not to exceed one-third (1/3) of the Total Consideration or thirty-three thousand three hundred thirty-three dollars and thirty-three cents (\$33,333.33), of the TC; and (5) payment to Class Counsel of Cost Award in an amount not to exceed thirteen-thousand dollars (\$13,000.00) for litigation costs. All these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Class Members who have not opted out. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) the number of weeks he or she worked as a Class Member during the Class Period based on the Class List provided by Defendant, divided by (ii) the total number of weeks worked by any and all Participating Class Members collectively, during the Class Period based on the same Class List, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for the purposes of this calculation. Therefore, the value of each Participating Class Member’s Individual Settlement Share ties to the amount of weeks that he or she worked as a non-exempt employee during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: «ESA_Before_Paga», less taxes. This is based on Defendant’s records which show you worked «Total_Weeks» workweeks as a Class Member during the Class Period/PAGA Period

If you believe the number of eligible workweeks records is incorrect, you must provide documentation and/or an explanation to show contrary information to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 on or before August 23, 2024. If you do not provide any documents supporting your dispute, the number of workweeks reported in Defendant’s records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Any evidence submitted will be reviewed and the Class Counsel and Counsel for Defendant will make a final determination.

Ten percent (10%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining ninety percent (90%) of your Individual Settlement Share will be treated as non-wage statutory damages and interest and will be paid pursuant to an IRS Form 1099.

No later than seventy-five (75) calendar days after the entry of the order granting final approval of the Settlement, Defendant shall deposit the Total Consideration by wiring the funds to the Settlement Administrator. Defendant shall also at this time provide any tax information that the Settlement Administrator needs to calculate each Participating Class Member’s Individual Settlement Share.

Within seven (7) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class

Representative Enhancement Payment, the PAGA Payment, and the Administration Costs. The Settlement Administrator will also forward a check for the PAGA Payment to the LWDA for settlement of the PAGA claim.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (180) calendar days after the checks are mailed, cancel the checks, and pay the amount to the Unclaimed Property Fund of the State's Controller's Office in your name.

11. What is the PAGA Payment and Am I Eligible for it?

Under the Settlement terms, five thousand dollars (\$5,000.00) is designated as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of California. The PAGA Payment consists of five thousand dollars (\$5,000.00) of the Total Consideration allocated to satisfy the PAGA claim as alleged in the Class Action. seventy-five percent (75%) of which, three thousand seven hundred fifty dollars (\$3,750.00), shall be paid to the LWDA, and (25%) of which, one thousand two hundred fifty dollars (\$1,250.00), shall be distributed to Eligible Aggrieved Employees, on a pro rata basis, as set forth below. Eligible Aggrieved Employees will share one thousand two hundred fifty dollars (\$1,250.00), proportional to the number of pay periods each Eligible Aggrieved Employee worked during the PAGA Period of November 4, 2020, to November 28, 2022.

You are an "aggrieved employee" eligible ("Eligible Aggrieved Employee") to share the PAGA Payment under the settlement, if you are an individual in the position of "Staff Geologist" or "Technician" in California at any time from November 4, 2020, through November 28, 2022. ("PAGA Period").

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to their proportional share, which will be based upon the total number of pay periods he or she was employed as a Class Member during the PAGA Timeframe. The individual share will be calculated by determining the total number of pay periods the Eligible Aggrieved Employees were employed during the PAGA Timeframe (i.e., the sum of all pay periods of employment for each eligible aggrieved employee) and dividing that number into the one thousand two hundred fifty dollars (\$1,250.00), allocated to Eligible Aggrieved Employees to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual eligible aggrieved employee's total number of pay periods employed as a non-exempt employee during the PAGA Timeframe to determine that individual's proportional share.

Settlement checks issued to the Eligible Aggrieved Employees pursuant to the Agreement shall expire one hundred eighty (180) days from the date they are issued by Defendant. Any unclaimed funds after the one hundred eighty (180) days shall be turned over to the Unclaimed Property Fund of the State's Controller's Office in your name.

Based on your total number of eligible pay periods, your estimated Individual Settlement Share for the PAGA Payment is «PAGA_Amount». One hundred percent (100%) of this payment will be considered non-wage damages and will be issued an IRS form 1099 if it exceeds six-hundred dollars (\$600.00). You are responsible for paying any federal, state or local taxes owed as a result of this payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval. You will likewise receive your Individual Settlement Share for the PAGA Payment regardless of whether you opt out of the Class Settlement.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. Final Approval Hearing

The Court will hold a Final Fairness Hearing concerning the proposed settlement on December 10, 2024, at 10:00 a.m., before the Honorable Kenneth Freeman, located in Department 14 of the Complex Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website gonzalez-v-national-engineering-and-consulting-group.phoenixcases.com.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll free.

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Los Angeles County Superior Court at 312 N. Spring Street, Los Angeles, CA 90012.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	52
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	51
Subtotal Admin Only	\$3,074.24

Not-to-Exceed Total \$3,000.00

September 5, 2024

Case: Gonzzalez v. National Engineering and Consulting Group, Inc. Invoice

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	1	\$100.00
Programming Database & Setup	\$100.00	1	\$100.00
Toll Free Setup*	\$47.42	1	\$47.42
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$25.00	1	\$25.00
Total			\$304.42

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	52	\$13.00
Notice Packet & Opt-Out Form	\$1.50	52	\$78.00
Estimated Postage (up to 2 oz.)*	\$0.84	52	\$43.68
Total			\$334.68

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$2.50	10	\$26.00
Remail Notice Packets	\$1.50	10	\$15.60
Estimated Postage	\$0.84	10	\$8.74
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$155.34

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	1	\$100.00
Non Opt-Out Processing	\$100.00	1	\$100.00
Case Associate	\$55.00	1	\$55.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	1	\$85.00
Total			\$370.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	1	\$100.00
Disbursement Review	\$100.00	1	\$100.00
Programming Manager	\$100.00	1	\$100.00
QSF Bank Account & EIN	\$100.00	1	\$100.00
Check Run Setup & Printing	\$100.00	1	\$100.00
Mail Class Checks *	\$2.00	51	\$102.96
Estimated Postage	\$0.61	51	\$31.40
Total			\$634.36

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	1	\$100.00
Remail Undeliverable Checks (Postage Included)	\$1.50	10	\$15.44
Case Associate	\$50.00	1	\$50.00
Reconcile Uncashed Checks	\$75.00	1	\$75.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	1	\$85.00
Final Reporting & Declarations	\$125.00	1	\$125.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$400.00	1	\$400.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated 9 Total Class Members	\$100.00	1	\$300.00
Total			\$1,275.44

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

Total: \$3,074.24



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

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