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Attorneys for Defendant Jon K. Takata Corp., dba Restoration Management Company ("RMC")

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

HUBER R. ZEPEDA, individually and on
behalf of other persons similarly situated,

Plaintiff,

vs.

SILICON VALLEY SELF DIRECT, INC.
dba **CALIFORNIA LABOR FORCE**, a
California Limited Liability Company and
JON K. TAKATA CORP., dba
RESTORATION MANAGEMENT
COMPANY, a California Corporation and
DOES 1-50

Defendants.

Case No.: RG16802121

[Assigned to Hon. Winifred Y. Smith for all
purposes, Dept. 21]

**STIPULATION OF SETTLEMENT AND
RELEASE**

Action Filed: January 29, 2016
Trial Date: None

STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“Settlement Agreement”) is made by and between Plaintiff HUBER R. ZEPEDA (“Plaintiff”), on behalf of himself, his agents, representatives, assigns, heirs, executors, beneficiaries, trustees, and the “Settlement Class” defined below; and Defendants SILICON VALLEY SELF DIRECT, INC. dba CALIFORNIA LABOR FORCE (“CLF”) and JON K. TAKATA CORP., dba RESTORATION MANAGEMENT COMPANY (“RMC”) (collectively “Defendants”), on behalf of themselves, their parents, subsidiaries, agents, affiliates, directors, officers, employees, and attorneys. Defendants, Plaintiff, and the Settlement Class are collectively referred herein as the “Parties.” This Settlement Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement provides for the settlement of claims on behalf of the Settlement Class, as described further herein. Upon final approval of this Settlement Agreement by the Court, and any related motions, the instant action shall be dismissed in its entirety with prejudice.

I. THE INSTANT ACTION

Section 1.1 Background and Procedural History

On January 29, 2016, Plaintiff initiated this lawsuit by filing his Class Action Complaint against Defendants in the Superior Court of California for the County of Alameda, Case No. RG16802121 (the “Lawsuit” or “Action”). On April 7, 2016, Plaintiff filed his First Amended Complaint (“FAC”). On February 6, 2017, Plaintiff filed his Second Amended Complaint (“SAC or Operative Complaint”) alleging various wage and hour claims on behalf of himself and other current and former employees of Defendants, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay all wages earned during each pay period; (4) failure to make available meal periods; (5) failure to make available rest periods; (6) failure to timely pay wages upon cessation of employment; (7) failure to furnish accurate wage statements; (8) failure to reimburse for costs; (9) unfair competition (Bus. & Prof Code §§ 1700 *et seq.*); and (10) claims for penalties pursuant to the Private Attorney General Act (Lab. Code § 2698 *et seq.*).

Defendants deny all of Plaintiff’s claims and allegations in this Action. Defendants expressly

1 deny any and all charges of wrong doing or liability arising out of the acts, omissions, facts, matters,
2 transactions, or occurrences alleged, or that could have been alleged, in the Lawsuit. Defendants
3 contend that it has complied with applicable state and federal laws, including but not limited to
4 paying minimum wages, paying overtime wages, paying all wages earned during each pay period,
5 providing adequate meal and rest periods to its non-exempt hourly employees, issuing accurate,
6 itemized wage statements, keeping accurate time and pay records, reimbursing costs, and timely
7 paying its non-exempt employees all wages owed upon termination. Defendants also deny that they
8 owe Plaintiff and/or the Settlement Class any additional wages, damages, penalties or any other
9 remedies. Defendants further deny that the asserted claims are appropriate for class action treatment
10 under California Code of Civil Procedure § 382 except pursuant to a settlement, due to the intractable
11 management problems and issues of individualized proof that would have been associated with a
12 class action and a class-wide trial.

13 **Section 1.2 Parties' Statements and Recognition of the Benefits of the Settlement**

14 Class Counsel has investigated the facts of the Action and Plaintiff's and Settlement Class
15 Members' claims, through formal discovery, informal disclosures between the Parties, and other
16 investigations undertaken by Plaintiff's Counsel. Furthermore, on October 4, 2018, the Parties
17 engaged in extensive arms-length negotiations and exchanges of data, documents and information in
18 mediation with mediator Francis "Tripper" Ortman, III. As a result, Class Counsel concluded that the
19 Settlement Agreement is fair, reasonable and adequate and is in the best interest of the Settlement
20 Class in light of all known facts and circumstances, including the likely damages, risk of significant
21 delay, risk that the Lawsuit would not proceed on a class action basis, defenses asserted by
22 Defendants, and numerous potential appellate issues.

23 Defendants deny each and all of the claims in this Lawsuit. Nevertheless, Defendants have
24 concluded that further conduct of the Lawsuit would be protracted and expensive. Defendants,
25 therefore, have determined that it is desirable and beneficial that the Lawsuit be settled in a manner
26 and upon the terms and conditions set forth in this Settlement Agreement. Neither this Settlement
27 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out
28 this Settlement Agreement is, may be construed as, or may be used as, an admission, concession, or

1 indication by or against Defendants of any fault, wrongdoing or liability whatsoever.

2 II. TERMS OF THE SETTLEMENT AGREEMENT

3 IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff (for himself and the
4 Settlement Class) and Defendants, by and through their respective undersigned attorneys, that:
5 subject to final approval by the Court, the Lawsuit will be finally and fully compromised, released,
6 resolved, discharged, and settled, and will be dismissed in its entirety with prejudice, subject to the
7 terms and conditions of this Settlement Agreement, as follows:

8 Section 2.1 Definitions

9 As used in this Settlement Agreement, the following terms have the meanings specified
10 below:

11 “Administrative Costs” means the estimated reasonable cost by the Claims Administrator,
12 including for providing Notice, various efforts to locate class members, administering payment of
13 claims on behalf of the Settlement Class, and administering payments to Plaintiff and Class Counsel
14 by the Claims Administrator.

15 “Attorneys’ Fees and Costs” refers to the fees and costs amount to be paid to Class Counsel
16 under Section 2.5(2) of this Settlement Agreement.

17 “Claims Administrator” means ILYM Group, Inc., which is the entity that has been selected
18 by Defendants and Plaintiff to provide notice of this proposed class action settlement to the
19 Settlement Class and to perform other related functions to administer the settlement contemplated by
20 this Settlement Agreement as described herein.

21 “Class Counsel” or “Plaintiff’s Counsel” means the attorneys for the Settlement Class in this
22 Lawsuit, who are:

23 Ari E. Moss (SBN 238579)
24 Dennis F. Moss (SBN 77512)
25 Jeremy F. Bollinger (SBN 240132)
26 **MOSS BOLLINGER, LLP**
15300 Ventura Boulevard, Suite 207
Shearman Oaks, CA 91403
Telephone: (310)982-2984

27 Sahag Majarian, II (SBN 146621)
28 **Law Offices of Sahag Majarian, II**
18250 Ventura Blvd.

1 Tarzana, CA 91356
2 Telephone: (818)609-0807

3 “Class Period” means any time from January 29, 2012 through October 4, 2018.

4 “Class Representative” means Plaintiff Huber R. Zepeda.

5 “Court” shall mean the California Superior Court for the County of Alameda, where the
6 Action is pending, and any Court-appointed referee or agent of the Court or other judicial entity with
7 jurisdiction over this matter.

8 “Defendants” means Silicon Valley, Inc. dba California Labor Force (“CLF”) and Jon K.
9 Takata Corp., dba Restoration Management Company (“RMC”).

10 “Defendants’ Counsel” means the attorneys representing CLC and RMC, which are
11 respectively:

12 Ignascio G. Camarena II (SBN 220582)
13 **PATANE GUMBERG AVILA, LLP**
14 95 S. Market St., Ste. 300
15 San Jose, CA 95113
16 Telephone: (408)977-7717

17 Attorneys for Defendant Silicon Valley Self Direct, Inc. dba California Labor Force (“CLF”).

18 Marc L. Jacuzzi (SBN 173220)
19 Sarah E. Lucas, Esq (SBN 148713)
20 **SIMPSON GARRITY INNES & JACUZZI, P.C.**
21 2175 N. California Blvd., Suite 710
22 Walnut Creek, CA 94596
23 Telephone: (925)322-8889

24 Attorneys for Defendant Jon K. Takata Corp., dba Restoration Management Company
25 (“RMC”).

26 “Effective Settlement Date” means the later of the time when: (i) the Judgment of the Court
27 granting final approval of the settlement is final and no longer subject to appeal, if there are
28 objections, or (ii) thirty (30) days after Notice is provided by Plaintiff to Defendants that the Court
entered the order on final approval of the settlement, if there are no objections.

(1) In the event that the Court does not execute and file an Order of Final
Approval; that any such Order of Final Approval does not become final for any reason, or is modified
in any material respect (other than a modification, reduction, or denial of Class Counsel’s application
for Attorneys’ Fees and Costs or a modification, reduction, or denial of the application for Plaintiff’s

1 Service Award); that the Effective Settlement Date does not occur; this Settlement Agreement shall
2 be deemed null and void and shall be of no force or effect whatsoever, and shall not be referred to or
3 utilized for any purpose whatsoever.

4 “Employee Payroll Taxes” means the employee portion of all applicable tax withholdings
5 including, but not limited to, FICA, FUTA, and other employment related taxes and withholding of
6 federal, state, and local income taxes.

7 “Final Fairness Hearing” means the hearing to be conducted by the Court, or any other court
8 taking jurisdiction of this matter, to determine whether to finally approve the settlement of this
9 Action.

10 “General Release” means the full and final release of all claims that were set forth, or could
11 have been set forth based on the facts alleged, in the Operative Complaint (defined below) or based
12 on any other matter whatsoever occurring before October 4, 2018 . Plaintiff agrees to fully and
13 finally discharge and release Defendants and Released Parties of and from any and all claims,
14 demands, damages, actions and/or causes of action of whatever kind or nature, including claims for
15 attorneys’ fees or costs, whether known or unknown, existing or claimed to exist, including executing
16 a Civil Code § 1542 release and waiver. Plaintiff agrees not to object to or opt out of this Settlement..

17 “Gross Settlement Fund” or “Settlement Amount” refers to Two Hundred Twenty-Five
18 Thousand Dollars (\$225,000.00), which is non-reversionary. In no event shall Defendants be required
19 to pay more than their respective shares of the Gross Settlement Amount as set forth in section 2.12
20 of this Agreement with the sole exception that CLF shall remit its share of the employer’s payroll
21 taxes, as provided herein, in addition to the Gross Settlement Amount. The Gross Settlement Amount
22 shall be funded and distributed according to section 2.5 and section 2.12 of this Settlement
23 Agreement.

24 “Individual Settlement Amount” or “Individual Settlement Payment” refers to the individual
25 payments that Verified Settlement Class Members will receive according to the formula set out in
26 Section 2.5(6) as part of this Settlement.
27
28

1 “Lawsuit” or “Action” means *Zepeda v. California Labor Force and Restoration*
2 *Management Company*, Case No. RG16802121, pending in the California Superior Court for the
3 County of Alameda.

4 “Motion for Preliminary Approval” refers to the motion for preliminary approval of the
5 settlement described herein, including any and all supporting papers.

6 “Net Settlement Fund” or “Net Settlement Amount” is the Gross Settlement Fund after the
7 following deductions are made; (a) all costs of settlement administration performed by a settlement
8 administrator to be agreed upon by the Parties (“Administrator” or “Settlement Administrator”); (b)
9 Service Award to Plaintiff; (c) payment to the Labor and Workforce Development Agency
10 (“LWDA”) made from the PAGA Settlement Fund (defined below); and (d) costs and attorney fees
11 for Plaintiff’s Counsel. The Net Settlement Amount shall be available for Settlement Class Members
12 (as defined below) who do not opt out of the Settlement Class (as defined below).

13 “Notice Materials” refers to the Notice of Settlement, attached hereto as Exhibit A, the Opt-
14 Out Form, attached hereto as Exhibit B, and the Notice of Corrected Information Form, attached
15 hereto as Exhibit C.

16 “Notice of Corrected Information Form” refers to the official form that provides class
17 members with an opportunity to correct information related to their Total Qualified Workweeks,
18 other settled claims, or contact information and is attached hereto as **Exhibit C**.

19 “Notice of Settlement” refers to the official notice of settlement of class action, materially in
20 the form attached hereto as **Exhibit A**.

21 “Notice Period” refers to the time period of sixty (60) calendar days from the mailing date
22 postmarked on the first Notice of Settlement mailed to the Settlement Class Members by the Claims
23 Administrator.

24 “Operative Complaint” means the Seconded Amended Complaint filed on February 6, 2017,
25 in the Superior Court of California, County of Alameda (Case No. RG16802121).

26 “Opt-Out Date” refers to the expiration of the Notice Period, by which time Settlement Class
27 Members who do not wish to be a part of the settlement and who are permitted to opt out of this
28 Settlement must have timely and properly opted-out of the Settlement Class as described herein.

1 “Opt-Out Form” refers to the official form to be mailed to the class, providing them with the
2 ability to Opt-Out of the settlement and attached hereto as **Exhibit B**.

3 “Order Granting Preliminary Approval” refers to the Court order or statement of decision
4 granting preliminary approval to this Settlement Agreement.

5 “Order of Final Approval” and “Final Approval” mean an order that finally and
6 unconditionally grants certification of the Settlement Class for settlement purposes only, authorizes
7 payments to the Claims Administrator, Verified Settlement Class Members, Plaintiff, California’s
8 Labor and Workforce Development Agency (LWDA), and Class Counsel as provided in this
9 Settlement Agreement, and fully and finally extinguishes the Released Claims of the Verified
10 Settlement Class as set forth below pursuant to the terms in section 2.7 and section 2.12.

11 “PAGA LWDA Amount” means the portion of the PAGA Settlement Fund (defined below) to
12 be paid to California’s Labor and Workforce Development Agency (LWDA).

13 “PAGA Class Amount” means the twenty-five percent (25%) portion of the PAGA
14 Settlement Fund (defined below) to be paid to the members of the PAGA Settlement Class (defined
15 below) whose payments will be determined on a pro rata basis based on the number of workweeks
16 worked by members of the PAGA Settlement Class.

17 “PAGA Settlement Class” means all current or former employees of CLF who were assigned
18 to RMC’s Union City or Hayward facilities to provide corporate asbestos abatement services in
19 California between February 1, 2015 and October 4, 2018, or if any such person is incompetent,
20 deceased, or unavailable due to military service, the person’s legal representative or successor in
21 interest evidenced by reasonable verification). The “PAGA Settlement Class” shall not include any
22 person who submits a timely and valid opt-out / request for exclusion form as provided in this
23 Settlement Agreement.

24 “PAGA Settlement Fund” means Five Thousand Dollars (\$5,000.00) of the Gross Settlement
25 Amount which shall be allocated to fully resolve any and all civil penalty claims that could have been
26 made in this Action by Plaintiff under the Private Attorney General Act (“PAGA”), Cal. Labor Code
27 § 2698, *et seq.*, seventy-five percent (75%) of which (\$3,750.00) will be distributed to the LWDA
28 (PAGA LWDA Amount) and twenty-five percent (25%) will be distributed to the PAGA Settlement

1 Class (\$1,250.00) (PAGA Class Amount). Plaintiff will provide notice to the LWDA of this
2 Settlement at the time Plaintiff files his motion for Preliminary Approval. Payment of the PAGA
3 LWDA Amount will be made and distributed according to the terms of section 2.5 and section 2.12
4 of this Settlement Agreement.

5 “Plaintiff” means Plaintiff Huber R. Zepeda.

6 “Qualified Workweeks” means the number of workweeks during which an individual
7 Settlement Class Member was an hourly non-exempt employee employed by CLF and assigned to
8 RMC’s Union City or Hayward facilities to provide corporate asbestos abatement services in
9 California during the Class Period.

10 “Released Claims” means the claims released pursuant to Section 2.7 and Section 2.12 of this
11 Settlement Agreement.

12 “Released Parties” means Defendants, including all of Defendants’ past, present and future
13 direct or indirect predecessors, successors, subsidiaries, investors, parent companies, holding
14 companies, sister and affiliated companies, divisions, assigns and other related entities, as well as
15 their successors, predecessors, shareholders, subsidiaries, investors, parent, sister and affiliated
16 companies, officers, directors, partners, members, managers, assigns, agents, employees, principals,
17 heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers,
18 reinsurers, employee benefit plans, and representatives of each of them, both individually and in their
19 official or corporate capacities, past or present, as well as all persons acting by, through, under or in
20 concert with any of these persons or entities.

21 “Service Award” means a Court-approved sum to be paid to the Plaintiff in accordance with
22 Section 2.5(3).

23 “Settlement” or “Settlement Agreement” means the disposition of the Action or Lawsuit
24 pursuant to this Agreement.

25 “Settlement Class” means all of the CLF employees, whether former or current, that were
26 assigned to RMC’s Union City or Hayward facilities to provide corporate asbestos abatement
27 services in California between January 29, 2012 through October 4, 2018 (“Settlement Class
28 Members”).

1 “Settlement Class Member(s)” means the individuals in the Settlement Class.

2 “Settlement Payments” means the amounts to be paid to individual Verified Settlement Class
3 Members (defined below) pursuant to the terms and conditions of this Settlement Agreement.

4 “Total Qualified Workweeks” means the total aggregate number of Qualified Workweeks
5 during which all Settlement Class Members were hourly non-exempt employees employed by CLF
6 and assigned to RMS’s Union City or Hayward facilities to provide asbestos abatement services in
7 California during the Class Period.

8 “Verified Settlement Class Member(s)” means Plaintiff and all Settlement Class Members
9 who do not submit a timely and valid opt-out / request for exclusion form pursuant to Section 2.8 of
10 this Settlement Agreement. As such, Verified Settlement Class Members will include PAGA
11 Settlement Class Members that do not opt out.

12 **Section 2.2 Settlement of the Lawsuit**

13 It is agreed by and among Plaintiff, the Verified Settlement Class Members and Defendants
14 that the Lawsuit, including any and all allegations in the Operative Complaint and any and all claims,
15 allegations, requests for damages, remedies sought or causes of action alleged in the Operative
16 Complaint, or that could have been alleged based on the pleadings, shall be settled, compromised and
17 released as between the Plaintiff, the Verified Settlement Class Members and Defendants, subject to
18 the terms and conditions set forth in this Settlement Agreement and the approval of the Court,
19 including through any Court-appointed referee or agent of the Court or other judicial entity with
20 jurisdiction over this matter. As part of the motion for preliminary approval, the Parties will submit a
21 stipulation and proposed order to the Court which, if approved, shall replace Plaintiff’s Operative
22 Complaint, Plaintiff’s First Amended Complaint and Plaintiff’s original Class Action Complaint.
23 Plaintiff will provide Defendants with drafts of the motion for preliminary approval and supporting
24 papers, and stipulation before filing mutually-agreeable documents with the Court.

25 **Section 2.3 Conditional Certification of the Settlement Class for Settlement Purposes Only**

26 For settlement purposes only, the Parties stipulate to conditional certification of the
27 Settlement Class, contingent on final approval of the Settlement.

28 The Parties stipulate that Huber R. Zepeda shall be appointed as Class Representative.

1
2 The Parties stipulate that Moss Bollinger, LLP (attorneys Ari Moss, Dennis Moss, and Jeremy
3 Bollinger) and The Law Offices of Sahag Majarian, II (attorney Sahag Majarian, II) shall be
4 appointed as Class Counsel.

5 The conditional certification of the Settlement Class and appointment of Class Counsel and
6 Class Representative by the Court shall be binding only with respect to the settlement of this Action.
7 In the event that this Settlement Agreement is terminated pursuant to its terms or the Settlement is not
8 approved by the Court for any reason, the certification of the Settlement Class shall be vacated, the
9 Action shall proceed as though the Settlement Class had never been certified, and this Settlement
10 Agreement shall be of no force or effect.

11 The Parties agree that, for any claim that is not alleged in Plaintiff's Operative Complaint, the
12 statute of limitations has and will continue to run on those claims and no such claims will relate back
13 to the filing of any of the pleadings in this Lawsuit.

14 **Section 2.4 Cancellation of Settlement Agreement**

15 Should the Settlement, or any terms therein, be materially modified, vacated, or become
16 otherwise subject to challenge by law, including, but not limited to, any law that became effective
17 after the execution of this Settlement, so that this agreement is not approved by the Court in its
18 entirety and therefore the intent of the parties cannot be accomplished after jointly taken efforts to
19 enforce it have been exhausted, Defendants shall have the option to revoke this Settlement
20 Agreement at their sole discretion. Defendant must exercise this right of rescission in writing within
21 fourteen (14) calendar days after the Court denies approval of this Settlement Agreement for the
22 reasons outlined here in section 2.4 of this Settlement Agreement.

23 **Section 2.5 Gross Settlement Fund Distribution**

24 (1) Gross Settlement Fund.

25 (a) In consideration for settlement of the Action and the release of all Released
26 Claims of the Verified Settlement Class Members, Defendants agree to pay the total combined sum
27 of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) ("Gross Settlement Fund" or "Gross
28 Settlement Amount"), pursuant to the allocations set forth in section 2.12 of this Agreement, for

1 Administrative Costs, Plaintiff's Service Award, Settlement Payments, Class Counsel's Attorneys'
2 Fees and Costs, and payment of the PAGA Settlement Fund to the LWDA and PAGA Settlement
3 Class Members. In no event shall Defendants be required to pay more than the Gross Settlement
4 Amount with the sole exception that CLF shall remit its share of the employer's payroll taxes, in
5 addition to the Gross Settlement Amount. The Settlement Amount is non reversionary and is to be
6 allocated to the Claims Administrator, Class Counsel, Plaintiff, Verified Settlement Class Members,
7 PAGA Settlement Class Members that do not opt-out, and the LWDA as described herein. The
8 Gross Settlement Amount shall be funded and distributed according to section 2.12 of this Settlement
9 Agreement. In no event, shall either Defendant be responsible for paying or funding the other
10 Defendant's allocated share of the Gross Settlement Amount as set forth in sections 2.12 and
11 2.25(1)(b) of this Agreement.

12 (b) Defendants have represented that the class as defined includes 111 persons. If
13 the actual number of Settlement Class Members exceeds 117 persons, the Gross Settlement Amount
14 shall increase on a pro rata basis with RMC bearing 35.5% and CLF 64.5% of the increased amount.

15 (2) Attorneys' Fees and Costs.

16 (a) The Gross Settlement Amount is in consideration for settling this Action and in
17 exchange for the release of all Released Claims by the Verified Settlement Class Members and the
18 General Release of all claims by Plaintiff as set forth in Section 2.7 of this Settlement Agreement.
19 Class Counsel will apply for, and Defendants will not object to, an award of attorneys' fees in an
20 amount up to, but not to exceed, Seventy Five Thousand Dollars (\$75,000.00), which is one third
21 (33.33%) of the Gross Settlement Amount, and up to Fifteen Thousand Dollars (\$15,000.00) in actual
22 and documented attorney's costs of litigation, all of which shall be paid exclusively from the Gross
23 Settlement Fund, and will compensate Class Counsel for the work already performed in the Action
24 and the work remaining to be performed in documenting the Settlement, securing Court approval of
25 the Settlement, working with the Claims Administrator to administer the Settlement, obtaining
26 dismissal of the Action with prejudice, and defending against any appeals, as well as all associated
27 expenses. If the Court awards the Fees and Costs Award in an amount less than specified above, the
28

1 residual shall be distributed to the Verified Settlement Class members on a pro rata basis using the
2 formula laid out in Section 2.5(6).

3 (b) Class Counsel, Plaintiff, and Verified Settlement Class Members, will not
4 apply to the Court for any payment of attorneys' fees and costs that are in addition to or in excess of
5 the foregoing. The Parties agree that, over and above the Court-approved Attorneys' Fees and Costs
6 awarded in this Lawsuit under this Settlement Agreement, each of the Parties, including all Verified
7 Settlement Class Members, shall bear their own fees and costs, including, but not limited to, those
8 related to the investigation, filing, prosecution, or settlement of the Lawsuit; the negotiation,
9 execution, or implementation of this Settlement Agreement; and/or the process of obtaining,
10 administering, or challenging a Certification Order and/or Final Approval.

11 (c) In the event that the Court denies, modifies, or reduces Class Counsel's request
12 for Attorneys' Fees and Costs, then Plaintiff, Class Counsel, and the Verified Settlement Class
13 Members may not seek modification or cancellation of this Agreement and will not seek, request, or
14 demand an increase in the Gross Settlement Amount.

15 (d) If Class Counsel appeals the Court's ruling on their application for Attorneys'
16 Fees and Costs, the ruling of the appellate court (regardless of its substance) shall not constitute a
17 material alteration nor a material modification of a term of this Settlement Agreement.

18 (e) All claims for attorneys' fees or costs or expenses that Class Counsel, Plaintiff,
19 and the Settlement Class Members may possess against Defendants have been compromised, released
20 and resolved in this Settlement Agreement and shall not be affected by any appeal that Class Counsel
21 may file.

22 (f) The Settlement Administrator's payment of the Fees and Costs Award to Class
23 Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney,
24 or law firm for attorney's fees or costs in the Action incurred by any attorney on behalf of the
25 Plaintiff and Settlement Class Members, and shall relieve Defendants, the Settlement Administrator,
26 and Defendants' Counsel of any other claims or liability to any other attorney or law firm for any
27 attorney's fees or costs to which any of them may claim to be entitled to on behalf of the Plaintiff and
28 Settlement Class Members.

1 (g) Class Counsel and Plaintiff agree to a fee sharing arrangement of Class
2 Counsel's Attorneys' fees as follows: fifty-five percent (55%) to Moss Bollinger, LLP and forty-five
3 percent (45%) to the Law Offices of Sahag Majarian, II.

4 (3) Plaintiff's Service Award.

5 (a) In addition to the Settlement Payment determined to be due to the Plaintiff as a
6 Verified Settlement Class Member under this Settlement Agreement, Class Counsel and Plaintiff will
7 petition, and Defendants will not oppose, the Court for a Service Award for Plaintiff, in the total
8 amount of no more than Seven Thousand Five Hundred Dollars (\$7,500.00). Any such petition shall
9 be filed concurrently with Class Counsel's application for Attorneys' Fees and Costs. Any Service
10 Award approved by the Court in conjunction with the Settlement shall be paid solely from the Gross
11 Settlement Fund and shall not reduce the amount of the Net Settlement Fund payable to the Verified
12 Settlement Class Members.

13 (b) The Service Award shall be deposited into the Moss Bollinger, LLP, IOLTA
14 account and shall be distributed by the Claims Administrator in accordance with Section 2.12 of this
15 Settlement Agreement and shall be reported by the Claims Administrator to state and federal taxing
16 authorities as non-wage income on IRS Form 1099. Plaintiff will be solely responsible for correctly
17 characterizing his Service Award for tax purposes and is solely responsible for paying any taxes
18 owing on the Service Award. Plaintiff agrees to assume responsibility of remitting to the Internal
19 Revenue Service and any other relevant taxing authority the amounts required by law, if any, to be
20 withheld by Defendants or the Claims Administrator from his Service Award. In addition, Plaintiff
21 shall hold Defendants harmless and indemnify and defend Defendants and Released Parties for all
22 taxes, interest, penalties, and costs incurred by Defendants or the Released Parties by any reason of
23 any claims relating to their non-withholding of taxes from the Service Award.

24 (c) In the event that the Court denies, modifies, or reduces Plaintiff's request for a
25 Service Award, Plaintiff may not seek modification or cancellation of this Settlement Agreement and
26 will not seek, request, or demand an increase in the Gross Settlement Amount.

27 (d) The Service Award is contingent upon Plaintiff agreeing to the terms herein
28

1 which include a General Release as to any and all claims he may have against Defendants and the
2 Released Parties, whether the claim is known or unknown.

3 (4) Claims Administration Expenses.

4 (a) The Parties agree that Plaintiff shall elicit a bid from ILYM Group, Inc. The
5 Parties anticipate that the Administrator fees will be approximately Ten Thousand Dollars
6 (\$10,000.00). These costs include without limitation, mailing the Notice of Settlement, establishing a
7 toll-free telephone number, tracking requests for exclusion, disbursement of the Gross Settlement
8 Fund, and other duties set forth below in Section 2.6. No fewer than ten (10) court days prior to the
9 Final Approval Hearing, the Claims Administrator shall provide the Court and all counsel for the
10 Parties with a statement detailing these Administrative Costs. The Parties agree to cooperate in the
11 settlement administration process and to make all efforts to control and to minimize the costs and
12 expenses incurred in the administration of this Settlement.

13 (b) The Administrator's fees shall be paid out of the Gross Settlement Amount and
14 shall be distributed pursuant to section 2.12 of this Settlement Agreement. Any savings shall be
15 distributed to the Verified Settlement Class Members on a pro-rata basis.

16 (5) PAGA Settlement Fund

17 (a) Five Thousand Dollars (\$5,000.00) of the Gross Settlement Fund shall be
18 allocated for the settlement and full release of any and all claims for civil penalties that could have
19 been made in this Action by the Verified Settlement Class Members under PAGA, Cal. Labor Code §
20 2698, *et seq.* ("PAGA Payment"). Pursuant to California Labor Code § 2699(i), seventy-five percent
21 (75%) of the PAGA Settlement Fund which is Three Thousand Seven Hundred Fifty Dollars
22 (\$3,750.00) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Settlement
23 Fund which is One Thousand Two Hundred Fifty Dollars (\$1,250.00) shall be distributed to the
24 PAGA Settlement Class Members as part of the Net Settlement Amount as set forth below in Section
25 2.5(6). The PAGA LWDA Payment and the PAGA Class Amount will be distributed pursuant to the
26 formula set forth below and according to the terms in section 2.12 of this Settlement Agreement.

27 (b) Plaintiff will provide notice to the LWDA of this Settlement at the time
28 Plaintiff files his motion for Preliminary Approval.

(6) Distributions to Verified Settlement Class Members.

(a) Verified Settlement Class members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the total workweeks worked as a nonexempt hourly worker employed by CLF and assigned to RMCs Union City or Hayward facilities to provide asbestos abatement services in California during the Class Period. The maximum amount that each Verified Settlement Class Member is entitled to receive is determined by multiplying the Net Settlement Amount minus the PAGA Class Amount, by a ratio that is determined by dividing a Verified Settlement Class Member's total workweeks worked during the Class Period in California by the total number of workweeks worked during the Class Period by all Settlement Class Members as expressed in the following formula:

<i>Verified Settlement Class Member Individual Settlement Payment</i>	<i>=</i>	$\frac{[Net Settlement Amount - PAGA Class Amount] \times \text{Verified Settlement Class Member Workweeks}}{All Workweeks worked by all Settlement Class members}$
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(b) Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula set forth herein. The Administrator shall mail by regular First-Class U.S Mail, the settlement payments to Verified Settlement Class Member's last known mailing address. The Individual Settlement Payments will be distributed according to section 2.12 of this Settlement Agreement.

(c) PAGA Settlement Class Members who do not opt-out will get an additional amount as part of their Verified Settlement Class Member Individual Settlement Payment. As such, each PAGA Settlement Class Member that does not opt out will receive an additional payment from the PAGA Class Amount, which will be determined on a pro-rata basis based on the number of workweeks worked by members of the PAGA Settlement Class.

(d) Settlement Class Members are not required to submit claim forms for their share of the Net Settlement Amount. To the extent that: (1) the Notice of Settlement and/or the Individual Settlement Payment checks are undeliverable, or (2) the Individual Settlement Payment

1 checks are uncashed one hundred eighty (180) calendar days after the date listed on the check ("180-
2 Day Period"), the amount of those checks will be distributed pursuant to California Code of Civil
3 Procedure § 384., which states in relevant part:

4 "Any unpaid cash residue or unclaimed or abandoned class member
5 funds generally attributable to California residents, plus any accrued
6 interest that has not otherwise been distributed pursuant to order of the
7 court, shall be transmitted as follows:

8 (A) Twenty-five percent to the State Treasury for deposit in the Trial
9 Court Improvement and Modernization Fund ... (B) Twenty-five
10 percent to the State Treasury for deposit into the Equal Access Fund of
11 the Judicial Branch, ... and (C) Fifty percent to one or more of the
12 following: non-profit organizations or foundations, to support projects
13 that will benefit the class or similarly situated persons, further the
14 objectives and purposes of the underlying class action or cause of
15 action, or promote the law consistent with the objectives and purposes
16 of the underlying class action or cause of action..."

17 (e) Pursuant to California Code of Civil Procedure § 384, all Individual Settlement
18 Payment Checks that are not cashed within the 180-Day Period will be distributed as follows: twenty-
19 five percent (25%) to the State Treasury for deposit into the Trial Court Improvement and
20 Modernization Fund, twenty-five percent (25%) to the State Treasury for deposit in the Equal Access
21 Fund of the Judicial Branch, and fifty percent (50%) to the Legal Aid Society of San Francisco –
22 Employment Law Center – Worker’s Rights Clinic at Hastings College of the Law.

23 (f) Individual Settlement Payment checks will not be sent out to any Settlement
24 Class Members whose Notice of Settlement are returned as undeliverable.

25 (g) The Parties intend that, provided that the Settlement Class does not exceed one
26 hundred seventeen (117) persons, the Net Settlement Amount shall be sufficient to pay all valid
27 claims of Verified Settlement Class Members in accordance with the formula set forth above.
28 Accordingly, if for any reason the total value of payments to Verified Settlement Class Members
exceeds this amount, then payments to each Verified Settlement Class Member will be adjusted on a
pro-rata basis so that the total payout to Verified Settlement Class Members does not exceed the Net
Settlement Amount. However, if the size of the Settlement Class exceeds one hundred seventeen
(117) persons, then the Gross Settlement Amount shall increase on a pro-rata basis, with RMC
bearing 35.5% and CLF bearing 64.5% of the increased amount.

1 (h) The Claims Administrator will calculate the Individual Settlement Payments to
2 Verified Settlement Class Members, including any portion owed from the PAGA Class Amount,
3 within thirty (30) calendar days of the close of the Notice Period. The Claims Administrator will
4 provide a copy of its calculations, without any name identifying data, for Defendants' counsel and
5 Class Counsel to review before payments are made to Verified Settlement Class Members. The
6 Parties may dispute the calculations only with respect to mathematical errors or an incorrect
7 application of the above method of allocation. Such a dispute must be raised in writing within seven
8 (7) calendar days after the Claims Administrator provides the calculations in writing to Defendants'
9 Counsel and Class Counsel.

10 (i) If Class Counsel's attorney's fees, reimbursement of costs, Plaintiff's Service
11 Award, and/or the PAGA LWDA Amount are reduced, the difference between the amounts set forth
12 in this Agreement and the reduced amounts awarded will be re-allocated to the Net Settlement
13 Amount and distributed to the Verified Settlement Class Members on a pro-rata basis.

14 (7) Allocation and Taxability of Settlement Distributions.

15 (a) Individual Settlement Payments to Verified Settlement Class Members shall be
16 allocated as twenty-five percent (25%) to wages and seventy-five percent (75%) to interest and
17 penalties. CLF shall be solely responsible for remitting its share of the employer's payroll taxes, in
18 addition to its share of the Gross Settlement. Any other applicable legal deductions will be withheld
19 from Individual Settlement Payments and the appropriate W-2s and 1099s will be filed with the
20 relevant taxing authorities by the Settlement Administrator.

21 (b) The Claims Administrator shall provide each Verified Settlement Class
22 Member who is entitled to an Individual Settlement Payment with a W-2 form reflecting the wages
23 withheld and the taxes that will be paid separately by CLF with respect to those wages and with a
24 Form 1099 reflecting the non-wage damages and interest paid. The Claims Administrator shall
25 provide each Settlement Class Member who is entitled to an Individual Settlement Payment with
26 appropriate documentation setting forth the amount of any tax or other payment withheld and
27 employer contribution made, in accordance with state and federal tax requirements. Settlement Class
28 Members shall be solely and exclusively responsible for remitting to state and/or federal taxing

1 authorities any other applicable taxes due and shall hold Defendants and the Released Parties
2 harmless for any taxes, penalties, interest, liabilities, costs and expenses caused by any such taxing
3 authority relating in any way to the Settlement Class Members' tax treatment of payments made to
4 them pursuant to this Settlement Agreement or failure to timely or properly pay any taxes owed on
5 their respective Settlement Payments.

6 (c) Neither the terms of this Settlement Agreement nor any Settlement Payments
7 paid to any Verified Settlement Class Member shall have any effect on the eligibility or calculation of
8 employee benefits for any Verified Settlement Class Member. Neither this Settlement Agreement,
9 nor any of its attachments, should be interpreted to contain or constitute representations or advice
10 regarding any U.S. federal or state tax issue. Settlement Class Members will be specifically informed
11 that neither Defendants' Counsel nor Class Counsel make any representations regarding the tax
12 implications of any amounts paid under this Settlement Agreement and that if any Settlement Class
13 Member has any questions regarding those implications, they can and should consult a tax expert.

14 **Section 2.6 Appointment and Duties of Claims Administrator**

15 Subject to Court approval, the Parties have agreed that Plaintiff shall elicit a bid from ILYM
16 Group, Inc., a professional class action claims administration firm, for the purpose of administering
17 the settlement process, including preparing and mailing the Notice of Settlement, providing live call
18 agents during business hours and responding to Settlement Class Member inquiries. The
19 Administrative Costs shall be deducted from the Gross Settlement Fund. In the event the Settlement
20 Agreement is voided or canceled by Defendants pursuant to Section 2.4, Defendants shall remain
21 liable for payment of all Administrative Costs incurred.

22 The duties of the Claims Administrator shall include without limitation:

23 (1) Finalizing and printing the Notice of Settlement and Request for Exclusion /
24 Opt-Out Forms attached to this Settlement Agreement as Exhibits, as modified by the Court and/or as
25 agreed upon by the Parties.

26 (2) Handling all mailings to the Settlement Class Members pursuant to Section
27 2.10 of this Settlement Agreement;

- 1 (3) Performing an address search and/or skip trace search for returned or
2 undeliverable mailings to Settlement Class Members as set forth in Section 2.10 of this Settlement
3 Agreement;
- 4 (4) Recording and tracking the Settlement Class Members' responses to the
5 mailing and the dates thereof (including recording the postmark date and identity of any Settlement
6 Class Members who request exclusion or object and promptly forwarding such information to
7 Defendants' Counsel and Class Counsel using numbers instead of providing identifying information);
- 8 (5) Establishing a toll-free telephone number for Settlement Class Members to call
9 during business hours to ask questions regarding the Settlement;
- 10 (6) Responding to inquiries made by the Settlement Class Members;
- 11 (7) Calculating and mailing Individual Settlement Payments;
- 12 (8) Settling disputes from Settlement Class Members regarding amounts or
13 Qualified Workweeks, with the involvement and assistance of Defendants' Counsel and Class
14 Counsel;
- 15 (9) Preparing and filing any required tax forms associated with the Claims
16 Administrator's duties hereunder;
- 17 (10) Translating the Notice of Settlement from English to Spanish; and
- 18 (11) Other related tasks as mutually agreed upon by the Parties and required by
19 statute.

20 The Claims Administrator shall keep Defendants' Counsel and Class Counsel timely apprised
21 of the performance of all Claims Administrator responsibilities by weekly emails.

22 All disputes relating to the Claims Administrator's performance of its duties will be referred
23 to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all
24 payments and obligations contemplated by this Settlement Agreement have been fully carried out.

25 At least twenty-one (21) calendar days before the Final Fairness Hearing, the Claims
26 Administrator shall prepare a declaration of compliance and due diligence and proof of mailing with
27 regard to the mailing of the Notice Materials, and any attempts by the Claims Administrator to locate
28 Settlement Class Members, its receipt of timely and valid requests for exclusion, and its inability to

1 deliver the Notice of Settlement to Settlement Class Members due to invalid addresses (“Due
2 Diligence Declaration”), to Class Counsel and Defendants’ Counsel for presentation to the Court.
3 Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

4 **Section 2.7 Release of Claims by the Settlement Class**

5 All Verified Settlement Class Members, including their heirs, assigns, estates and
6 representatives, shall be deemed to fully forever, irrevocably and unconditionally release, and
7 discharge Defendants and the Released Parties from any and all claims, debts, liabilities, demands,
8 obligations, guarantees, liens, promises, penalties, costs, expenses, interest, restitution, attorneys’ fees
9 and costs, losses, damages, liquidated damages, punitive damages, equitable relief, complaints,
10 actions or causes of action of whatever kind or nature, whether known or unknown, contingent or
11 accrued, against Defendants or the Released Parties or any of them, under any state, municipal or
12 federal law, statute, ordinance, regulation, order or common law principle or theory, arising out of or
13 related to the Operative Complaint, including the following released claims (“Released Claims”)
14 without limitation: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
15 pay all wages earned during each pay period; (4) failure to make available meal periods; (5) failure to
16 make available rest periods; (6) failure to timely pay wages upon cessation of employment; (7) failure
17 to furnish accurate wage statements; (8) failure to reimburse for costs; (9) unfair competition (Bus. &
18 Prof Code §§ 1700 *et seq.*); and (10) claims for penalties pursuant to the Private Attorney General
19 Act (Lab. Code § 2698 *et seq.*).

20 The Released Claims also include any unknown claims that the Verified Settlement Class
21 Members do not know or suspect to exist in his or her favor, which if known by him or her, might
22 have affected this Settlement Agreement with Defendants and the release of the Released Parties.
23 However, Released Claims do not include claims and damages that were not alleged in the Action
24 and could not have been alleged in the Action.

25 Concurrently with the Court’s grant of Final Approval of this Settlement Agreement, Plaintiff,
26 by agreeing to and signing this Settlement Agreement, has executed and agrees to a General Release
27 of all claims, known or unknown, against Defendants and the Released Parties Furthermore, Plaintiff
28 shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the

1 provisions, rights, and benefits he may otherwise have had pursuant to California Civil Code § 1542,
2 which provides as follows:

3 A general release does not extend to claims which the creditor does not know or suspect to
4 exist in his or her favor at the time of executing the release, which if known to him or her must have
5 materially affected his or her settlement with the debtor.

6 The Parties intend and agree that this Settlement Agreement shall be binding on all Verified
7 Settlement Class Members, whether or not they actually receive a payment pursuant to this
8 Settlement Agreement. This Settlement Agreement shall constitute, and may be pleaded as, a
9 complete and total defense to any Released Claims raised in the future.

10 Plaintiff and Verified Settlement Class Members promise not to file a lawsuit in any court
11 alleging any Released Claims, or to participate as a party or a class member in any administrative or
12 other legal proceedings, in any forum, against Defendants or the Released Parties, for any claims
13 released under this Settlement Agreement. In consideration for the promises made by Defendants in
14 this Settlement Agreement, Plaintiff and each Verified Settlement Class Member agrees never to
15 institute any suit, complaint, proceeding, grievance, or action of any kind at law, in equity, or
16 otherwise in any court of the United States, or of any state or municipality, or with any administrative
17 agency, arbitration or other legal forum, against Defendants or the Released Parties for any claim
18 included in the Released Claims. Plaintiff and each Verified Settlement Class Member also agrees
19 that he or she will not join, participate in, or consent to opt-in to any actions alleging that he or she is
20 similarly situated to any other employee with respect to any such Released Claims against
21 Defendants, and that each will elect to opt-out of any such actions against Defendants or the Released
22 Parties of which he or she is made a member or party. If Plaintiff or any Verified Settlement Class
23 Member is joined in any class or collective lawsuits for any Released Claims, he or she will receive
24 no further compensation of any kind for such released claim or claims.

25 Verified Settlement Class Members and Class Counsel shall, and hereby do, fully and finally
26 release and forever discharge Defendants and Released Parties of and from any and all claims,
27 demands, damages, actions and/or causes of action of whatever kind or nature, including claims for
28 attorneys' fees or costs, whether known or unknown, existing or claimed to exist, in any way set forth

1 in or arising out of any: (i) dispute or claim between or among any Verified Settlement Class
2 Members, and/or Class Counsel, including over any claim to any monetary part of the Settlement
3 and/or to Class Counsel's fees, costs or expenses; and/or (ii) any dispute between the Verified
4 Settlement Class Members, Class Counsel and/or any governmental authority with respect to this
5 Settlement Agreement or any payments made hereunder. This Settlement Agreement shall constitute,
6 and may be pleaded by Defendants and the Released Parties as, a complete and total defense to any
7 such dispute or claim.

8 **Section 2.8 Opt-Out/Request for Exclusion Procedure**

9 (a) Settlement Class Members, except the Plaintiff who shall not be permitted to
10 opt-out of this Settlement Agreement, shall be entitled to "opt out" of this Settlement Agreement.
11 Persons in the Settlement Class, from the date of mailing of the Notice of Settlement to them, shall
12 have sixty (60) calendar days to do nothing, object or opt out. The Notice Materials shall provide
13 instructions to Settlement Class Members who wish to "opt out." To be valid, an individual
14 requesting exclusion must timely submit an Opt-Out Form attached hereto as **Exhibit B** and such
15 form must be returned by U.S. Mail to the Claims Administrator at the specified address and must be
16 postmarked no later than the last day of the Notice Period. The Claims Administrator will notify any
17 Settlement Class Member, from whom it receives a request for exclusion that is not timely and/or
18 valid, of the untimeliness or invalidity of such a request. Any disputes regarding the timeliness,
19 validity or effectiveness of a request for exclusion shall be decided by the Claims Administrator
20 consistent with the terms of this Settlement Agreement, with the Parties' input, if appropriate. The
21 date of the postmark on the mailing envelope for any request for exclusion shall be the exclusive
22 means used to determine whether the request for exclusion has been timely submitted.

23 (b) Any Settlement Class Member who does not properly and timely submit a
24 request for exclusion in the manner and by the deadline specified above in Section 2.8(a) will be a
25 Verified Settlement Class Member who is barred from opting out of the Settlement and is bound by
26 all terms and conditions of the Settlement and this Settlement Agreement, including the releases of
27 claims pursuant to Section 2.7 of this Settlement Agreement, if the Settlement is approved by the
28

1 Court, and will be bound by any Final Approval Order, regardless of whether he or she has objected
2 to the Settlement.

3 (c) A Settlement Class Member who properly and timely submits a request for
4 exclusion in the manner and by the deadline specified above in Section 2.8(a) will not be bound by
5 the Settlement Agreement; will be barred from participating in or objecting to the Settlement; will not
6 receive any benefit from the Settlement; will remain free to contest any claim as to that individual
7 that would have been barred by this Settlement Agreement; and nothing in this Settlement or
8 Settlement Agreement will constitute or be construed as a waiver of any defense Defendants or the
9 Released Parties have or could have asserted against such a claim.

10 (d) The Parties agree not to encourage any Class Member to opt-out of the
11 Settlement Class.

12 **Section 2.9 Procedures for Objecting to the Settlement**

13 (a) The Class Notice shall provide that Verified Settlement Class Members and
14 persons purporting to act on behalf of Verified Settlement Class Members who wish to object to the
15 Settlement Agreement must file with the Claims Administrator a written statement objecting to the
16 Settlement Agreement. Such objection and any supporting briefs or other materials must be filed
17 with the Court and mailed, via First Class U.S. Mail, to counsel for the Parties and postmarked no
18 later than the last day of the Notice Period. Settlement Class Members who opt-out may not file and
19 serve an objection or otherwise object to this Settlement Agreement. The postmark date of the filing
20 and service of an objection shall be deemed the exclusive means for determining whether the
21 objection is timely. An objection must be signed and state the Verified Settlement Class Member's
22 name, current address and telephone number, and the basis for the objection. The notice of objection
23 must be signed by the Verified Settlement Class Member.

24 (b) No Verified Settlement Class Member or person purporting to act on behalf of
25 Verified Settlement Class Members shall be entitled to be heard at the Final Approval Hearing
26 (whether individually or through counsel) or to object to the Settlement, and no written objections or
27 briefs submitted by any such individuals or persons purporting to act on behalf of them shall be
28 received or considered by the Court at the Final Approval Hearing, unless the individual's objection

1 and supporting materials have been timely filed and served as set forth above in Section 2.9(a) within
2 the Notice Period. Any Verified Settlement Class Member who fails to file and serve a timely and
3 complete objection in the manner specified above in Section 2.9(a) shall be deemed to have waived
4 any objections and shall be foreclosed from making any objection (whether by appeal or otherwise)
5 to the Settlement.

6 (c) If a Settlement Class Member timely submits both an objection and a request
7 for exclusion (“opt- out” under Section 2.8), the request for exclusion shall supersede the objection,
8 and the objection shall therefore be waived.

9 (d) Counsel for the Parties shall file any responses to any objections at least seven
10 (7) calendar days before the Final Approval Hearing.

11 (e) Defendants shall not be responsible for the fees, costs, or expenses incurred by
12 Plaintiff, Class Counsel, or the Verified Settlement Class Members arising from or related to Verified
13 Settlement Class Members who submit objections or otherwise purport to object to the Settlement
14 Agreement or related to any appeals thereof.

15 (f) The Parties agree not to encourage any Settlement Class Member to object to
16 the settlement of this Action.

17 **Section 2.10 Preparation and Mailing of Notice to the Class**

18 (a) Within fifteen (15) calendar days after the entry of Order Granting
19 Preliminary Approval of the Settlement, but subject to the Claims Administrator providing adequate
20 and contractual assurances with respect to confidentiality and data security, counsel for Defendant
21 RMC shall provide the Claims Administrator and counsel for CLF with the names of the Settlement
22 Class Members in the form of an Excel spreadsheet or similar sortable electronic format. Within
23 thirty (30) calendar days after receiving the names of the Settlement Class Members from RMC,
24 counsel for CLF shall provide the Claims Administrator with the following information for each
25 Settlement Class Member, in the form of an Excel Spreadsheet or other sortable electronic format:
26 employee number, current or last-known mailing addresses from CLF’s records, social security
27 number, telephone number, date Settlement Class Member first performed services for RMC through
28 employment with CLF, date Settlement Class Member last performed services for RMC through

1 employment with CLF, and the number of workweeks worked for RMC through employment with
2 CLF during the Class Period. Class Counsel and Plaintiff will not be provided identifying or contact
3 information or social security numbers for any Settlement Class Members in connection with this
4 Settlement or Settlement Agreement. The data provided to the Claims Administrator will remain
5 confidential and will not be disclosed to anyone, except as required to applicable tax authorities,
6 pursuant to Defendants' express written consent, or by order of the Court. The data provided under
7 this Section 2.10(a) shall be used only for the purpose of administering this Settlement.

8 (b) The Notice of Class Action Settlement and Hearing Date for Court Approval
9 ("Notice of Settlement"), materially in the form attached hereto as **Exhibit A** and as approved by the
10 Court, shall be sent by the Claims Administrator to the Settlement Class Members, by First Class
11 U.S. Mail (in English and Spanish) to those addresses provided, as soon as practicable but in any
12 event within fourteen (14) calendar days after receipt of their contact information from Defendants.
13 The Notice of Settlement shall set forth a brief description of the Action, provide the definition of the
14 Settlement Class, inform Settlement Class Members of the nature and scope of the settlement and
15 release of claims, set forth the requested Attorneys' Fees and Costs, disclose the Service Award to
16 Plaintiff, inform Settlement Class Members of their opportunity to be heard at the Final Fairness
17 Hearing, inform Settlement Class Members of their right to submit an objection to any term of the
18 settlement, and/or to request exclusion from or to opt-out of the Settlement and the procedures for
19 doing so, and explain the *res judicata* effects of not doing so. The Notice of Settlement will also
20 include or attach the respective Settlement Class Member's Qualified Work Weeks worked during
21 the Class Period based on the data and information provided by Defendants and instruct the
22 Settlement Class Member to submit any disputes to the Claims Administrator within twenty-one (21)
23 calendar days from the postmark date shown on the first mailing of the Notice of Settlement sent to
24 the Settlement Class Member. The Claims Administrator will consult Class Counsel and Defendants'
25 Counsel regarding any such dispute(s), but will remain the ultimate arbiter and make the final
26 decision regarding any such dispute(s). Also, the Notice of Settlement will set forth contact numbers
27 for Class Counsel and Defendants' Counsel, but will direct Settlement Class Members to call the toll-
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1 free number established by the Claims Administrator to answer any questions that Settlement Class
2 Members may have.

3 (c) The Claims Administrator will attempt to locate any Settlement Class Member
4 whose Notice of Settlement is returned by the Post Office by performing a National Change of
5 Address (NCOA) search, and if needed, by conducting one skip trace search regarding any returned
6 Notice of Settlement.

7 (d) If an envelope or email has not been returned by the Post Office within
8 twenty-one (21) calendar days of the post mark date on the first Notice of Settlement sent to the
9 Settlement Class Member, it shall be conclusively presumed that the Settlement Class Member
10 received the Notice of Settlement.

11 **Section 2.11 Final Fairness Hearing**

12 The Parties will request the Court to conduct a Fairness Hearing one hundred (100) calendar
13 days after the Order of Preliminary Approval to determine if the Settlement is fair, reasonable, and
14 adequate, and if so, to enter a final order and judgment granting Final Approval of Settlement, which
15 will (a) approve the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and
16 directing consummation of its terms and provisions; (b) approve in whole or in part Class Counsel's
17 application for an award of Attorneys' Fees and Costs; (c) approve in whole or in part the Plaintiff's
18 Service Award; (d) permanently bar and enjoin all Verified Settlement Class Members from
19 prosecuting any Released Claims against Defendants and/or any Released Parties.

20 **Section 2.12 Funding the Gross Settlement Amount and Distribution of Payments**

21 The Gross Settlement Amount of Two Hundred Twenty-Five Thousand Dollars
22 (\$225,000.00) shall be funded and distributed in the following manner:

23 Within fifteen (15) calendar days after Preliminary Approval, RMC shall tender its entire
24 share of the Gross Settlement Amount, Eighty Thousand Dollars (\$80,000.00), to the Settlement
25 Administrator, and in exchange, upon final approval by the court all releases described above in
26 Section 2.7 of this Settlement Agreement shall be effective as to RMC. In no event shall RMC be
27 responsible for payment of any portion of the Gross Settlement Amount beyond \$80,000.00., except
28 in the event that the Gross Settlement Amount is increased, pursuant to Section 2.5(1)(b) of this

1 Agreement, due to the actual number of Settlement Class Members exceeding 117 persons, in which
2 case RMC will be responsible for 35.5% of the increased amount.

3 Within fifteen (15) calendar days after Preliminary Approval, CLF shall tender Thirteen
4 Thousand Dollars (\$13,000.00) to the Settlement Administrator, and shall tender Twelve Thousand
5 Dollars (\$12,000.00) each month thereafter until it has fully paid a total of One Hundred Forty-Five
6 Thousand Dollars (\$145,000.00). CLF shall be obligated to make each payment no later than the 10th
7 of each subsequent month after Preliminary Approval. If CLF fails to make such a payment on the
8 10th of the month, the Settlement Administrator shall provide CLF with a written notice of the failure
9 and provide 48 hours opportunity to cure in case of inadvertent failure caused by no fault of CLF,
10 such as lost or delayed delivery by third parties. If CLF fails to timely cure, CLF shall owe all unpaid
11 monies immediately. (The Settlement Administrator shall notify the Parties of any missed payment
12 no later than the 11th of the month in which the payment is not received from CLF.) Upon payment of
13 the full One Hundred Forty-Five Thousand Dollars (\$145,000.00) by CLF, and not before, any and
14 all releases described above in Section 2.7 of this Settlement Agreement shall become effective as to
15 CLF, with the sole exception that Plaintiff's Released Claims shall become effective as to CLF upon
16 final approval.

17 Based on this payment plan, the Settlement Administrator will have One Hundred Fifty-Three
18 Thousand Dollars (\$153,000.00) from RMC and CLF combined within seventy-five (75) calendar
19 days after Final Approval. Within fifteen (15) calendar days of receiving the One Hundred Fifty-
20 Three Thousand Dollars (\$153,000.00) from CLF and RMC combined, the Settlement Administrator
21 shall distribute payment of the Service Award to Plaintiff, payment to the Administrator, payment of
22 the PAGA LWDA Amount to the LWDA, payment of the PAGA Class Amount to PAGA Settlement
23 Class Members that did not opt-out, payment of the Individual Settlement Amounts to the Verified
24 Settlement Class Members, and payment to Class Counsel for costs.

25 After such payments are made there will be Three Thousand Dollars (\$3,000.00) remaining
26 from the One Hundred Fifty-Three Thousand Dollars (\$153,000.00) which will be paid to Class
27 Counsel as part of their attorney's fees within fifteen (15) calendar days from the day on which the
28 Settlement Administrator receives One Hundred Fifty-Three Thousand Dollars (\$153,000.00) from

1 CLF and RMC combined.

2 CLF will continue to pay the remaining Gross Settlement Fund balance of Seventy-Two
3 Thousand Dollars (\$72,000.00) pursuant to the payment plan above and thereby complete all
4 payments of the Gross Settlement Amount to the Settlement Administrator within one hundred
5 ninety-five (195) calendar days after Final Approval. Within fifteen (15) calendar days after the
6 Settlement Administrator's receipt of CLF's last payment, the Settlement Administrator will
7 distribute the Seventy-Two Thousand Dollars (\$72,000.00) to Class Counsel for payment of their
8 Attorney's Fees.

9 **Section 2.13 Attorneys' Fees in Actions on Released Claims**

10 The Parties agree that this Settlement Agreement and/or any related order of the Court shall
11 constitute, and may be pleaded, as a complete and total defense to any dispute, claim, proceeding or
12 action that is brought subsequent to Final Approval and: (i) challenges the validity of or arises out of
13 this Settlement Agreement; or (ii) seeks to allege against Defendants or the Released Parties any of
14 the Released Claims. The prevailing party in any such dispute, claim, proceeding or action shall be
15 entitled to an award of its reasonable attorneys' fees and costs.

16 **Section 2.14 Duties of the Parties Prior to Court Approval**

17 The Parties, to the greatest extent possible, agree to work together jointly using their best
18 efforts to do all things necessary to effectuate this Settlement Agreement, and each term therein.
19 Unless otherwise agreed by the Parties, this joint obligation includes but is not limited to, fully
20 documenting the settlement, completing or filing any other required documents or pleadings, arguing
21 that the terms and conditions agreed upon should be enforced fully, commencing any required action
22 (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review of any
23 adverse ruling, etc.

24 Once finalized, the Parties shall promptly submit this Settlement Agreement to the Court for
25 preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness.
26 Promptly upon execution of this Settlement Agreement, Plaintiff will prepare, send to Defendant's
27 counsel for comment, and then when it is mutually-agreeable, file a Motion for Preliminary Approval
28 seeking the following:

- 1 (1) Approval of the proposed settlement as fair, reasonable, and adequate as to
2 Settlement Class Members;
- 3 (2) Approval as to form and content of the proposed Notice of Settlement;
- 4 (3) Approval of the plan of allocation of the Gross Settlement Fund.
- 5 (4) Directing the mailing of the Notice of Settlement by First Class Mail to
6 Settlement Class Members by the Claims Administrator;
- 7 (5) Conditionally certifying the Settlement Class for settlement purposes only;
- 8 (6) Appointing Class Counsel, Plaintiff as Class Representative, and ILYM Group
9 Inc., as Claims Administrator;
- 10 (7) Preliminarily approving this Settlement Agreement; and
- 11 (8) Scheduling a Final Fairness Hearing on the question of whether the proposed
12 settlement should be finally approved.

13 Prior to the Final Fairness Hearing by the Court of the settlement provided for in this
14 Settlement Agreement, Class Counsel (in conjunction with Defendants' counsel) will submit a
15 proposed final order:

- 16 (1) Approving the settlement, adjudging the terms thereof to be fair, reasonable
17 and adequate, and directing consummation of its terms and provisions; and
- 18 (2) Approving Class Counsel's application for an award of Attorneys' Fees and
19 Costs in whole or in part, which shall be paid from the Gross Settlement Fund; and
- 20 (3) Seeking an entry of judgment that dismisses the Action with prejudice.

21 **Section 2.15 Communications**

22 Except for disclosures that are authorized by Defendants, that are required by law for
23 Defendants to make, or that are necessary to prepare the Motion for Preliminary Approval, the terms
24 of this Settlement shall remain confidential until they are presented to the Court in connection with
25 the Motion for Preliminary Approval.

26 Following preliminary approval, the Parties and their counsel will direct inquiries from
27 Settlement Class Members to the Claims Administrator to ensure consistent and accurate
28 communication with Settlement Class Members. The Parties will make no efforts to solicit requests

1 for exclusion or opt-outs or objections to this Settlement. Notwithstanding anything to the contrary
2 in this Section 2.15 or elsewhere in this Settlement Agreement, Defendants and Class Counsel shall
3 be permitted to disclose the Settlement in order to comply with any state or federal law. Nothing in
4 this Section 2.15 shall limit Defendants from communicating with its counsel regarding this
5 Settlement Agreement or Plaintiff from communicating with Class Counsel regarding this Settlement
6 Agreement.

7 Plaintiff, Class Counsel, Defendants and Defendants' Counsel agree not to comment upon or
8 otherwise publicize the Action or its Settlement in the media (including without limitation internet,
9 print, radio, television or social media); not to initiate or issue any press release, advertising, mass
10 mailing, social media or website posting or content; not to disparage or comment negatively about
11 one another, including Defendants, its officers, directors, management, and/or current or former
12 employees; and to respond to any inquiry from the media regarding the Action or its Settlement by
13 referring the inquiry to the publicly available Court file. If Plaintiff, Class Counsel, Defendants or
14 Defendant's Counsel is contacted about this Action or Settlement by the press or other media, the
15 party or their counsel shall state only that the case was settled on mutually satisfactory terms.

16 This Section 2.15 does not apply to any Court-Approved notice of the Settlement. Nothing in
17 this Section 2.15 shall be construed as prohibiting the Parties or their counsel from responding to an
18 inquiry issued under court order, subpoena or other request issued under the law.

19 **Section 2.16 Continuing Jurisdiction of the Court**

20 The Parties agree that the Court shall retain jurisdiction over the Parties, and over this
21 Settlement Agreement, in order to: (i) monitor and enforce compliance with this Settlement
22 Agreement, Order of Final Approval and/or any related order of this Court; and/or (ii) resolve any
23 disputes over this Settlement Agreement or the administration of the benefits of this Settlement
24 Agreement, including disputes over entitlement to payments sought by Class Counsel.

25 **Section 2.17 Court Approval**

26 This Settlement Agreement shall be subject to the court granting preliminary and final
27 approval, and if the court fails to grant either preliminary or final approval, the parties shall be
28 restored to their positions at the time of the execution of this Settlement Agreement or any

1 memorandum of settlement that was executed for the purpose of this Settlement Agreement, with the
2 exception that if any settlement administration costs are due and payable, the parties agree to split
3 those costs.

4 **Section 2.18 Voiding the Settlement Agreement**

5 If any of the conditions set forth in the preceding paragraphs are not met and materially
6 satisfied, this Settlement Agreement shall, at the option of either party, be ineffective, void, and of no
7 further force and effect and shall not be used nor be admissible in any subsequent proceedings either
8 in this Court or in any other Court or forum. The Parties may exercise their option, only on the terms
9 provided herein, to void this settlement by giving notice, in writing, to the other party and to the
10 Court at any time prior to the Effective Settlement Date. In such an event, (1) nothing in this
11 Settlement Agreement shall be construed as a determination, admission, or concession of any issue in
12 the Action, and nothing in this Settlement Agreement may be offered into evidence in any trial on the
13 merits of the claims asserted in the complaints filed in the Action or in any subsequent pleading; (2)
14 the Parties expressly reserve their rights with respect to the prosecution and defense of the Action as
15 if this Settlement Agreement never existed; and (3) the Party or Parties who exercised the option to
16 void the Settlement Agreement shall be responsible for any costs for Notice or claims administration
17 incurred by the Claims Administrator through that date, provided that such costs shall be recoverable
18 in the event that the Party who incurred them is a prevailing party in the Action.

19 **Section 2.19 Dispute Resolution**

20 All disputes concerning the interpretation, implementation, calculation, or payment of the
21 Settlement Amount or other disputes regarding compliance with this Settlement Agreement will be
22 resolved by the Court.

23 **Section 2.20 Parties' Authority**

24 The signatories hereto hereby represent that they are fully authorized to enter into this
25 Settlement Agreement and to bind the Parties hereto to the terms and conditions hereof.

26 **Section 2.21 Mutual Full Cooperation**

27 The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement
28 Agreement, including without limitation to execute such documents and to take such other actions as

1 may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to
2 this Settlement Agreement shall use their best efforts, including all efforts contemplated by this
3 Settlement Agreement and any other efforts that may become necessary by order of the Court, or
4 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as
5 practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and
6 cooperation of Defendants and its counsel, take all necessary steps to secure the Court's Final
7 Approval of this Settlement Agreement. Class Counsel will also notify counsel for Defendants if
8 Class Counsel are subpoenaed or receive any other request for documents or information regarding
9 any other action filed or potential action against the Released Parties that covers or includes any
10 Settlement Class Members.

11 **Section 2.22 No Prior Assignments**

12 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
13 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
14 entity any portion of any liability, claim, demand, action, cause of action or rights herein released and
15 discharged except as set forth herein.

16 **Section 2.23 No Admission**

17 Nothing contained herein, nor the negotiation, consummation or performance of this
18 Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence,
19 or wrongdoing on the part of Defendants and/or any of the Released Parties, and they expressly deny
20 liability or wrongdoing. Defendants further deny, for any purpose other than settling this Lawsuit,
21 that this Lawsuit is appropriate for class, or representative treatment. This Settlement Agreement is
22 not, shall not be deemed to be, and may not be used as, an admission or evidence of the
23 appropriateness of this or similar claims for class action certification or administration other than for
24 the purposes of administering this Settlement Agreement. Each of the Parties hereto has entered into
25 this Settlement Agreement with the sole purpose and intention to avoid further disputes and litigation
26 with the attendant inconvenience and expenses. In the event this Settlement Agreement is not
27 approved by the Court or otherwise does not become final, Defendants do not waive any defenses or
28 rights, including without limitation that this case is not suitable for class treatment, and the Parties

1 agree that the Settlement Class will be decertified. This Settlement Agreement is a settlement
2 document and shall, pursuant to Federal Rule of Evidence 408 and any and all analogous state laws,
3 be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret,
4 or enforce this Settlement Agreement.

5 Whether or not the Settlement is finally approved, neither the Settlement, nor any of its terms,
6 nor any document, statement, proceeding or conduct related to this Settlement Agreement including
7 without limitation the motions for preliminary and final approval of the settlement and any
8 documents submitted in support of such motions, nor any reports or accounts thereof, shall in any
9 event be disclosed, referred to or offered or received in evidence against any of the Parties, in any
10 further proceeding in this Action, or any other civil, criminal or administrative action or proceeding
11 except for purposes of settling this Action or enforcing the Released Claims contained herein
12 pursuant to the terms of this Settlement Agreement.

13 **Section 2.24 Enforcement Actions**

14 In the event that one or more of the Parties to this Settlement Agreement institutes any legal
15 action, arbitration, or other proceeding against any other party to enforce the provisions of this
16 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the
17 successful party shall be entitled to recover from the unsuccessful party reasonable attorneys' fees
18 and costs, including expert witness fees incurred in connection with any enforcement actions.

19 **Section 2.25 Notices**

20 Unless otherwise specifically provided herein, all notices, demands, or other communications
21 given hereunder shall be in writing and shall be deemed to have been duly given as of the third
22 business day after mailing by United States registered or certified mail, return receipt requested,
23 addressed as follows:

24 To Plaintiff and the Settlement Class:

25 Dennis F. Moss
26 Ari E. Moss
27 Jeremy F. Bollinger
28 **MOSS BOLLINGER, LLP**
15300 Ventura Boulevard, Ste. 207
Sherman Oaks, California 91403

1 Telephone: (310)982-2948

2 Sahag Majarian, II
3 **Law Offices of Sahag Majarian, II**
4 18250 Ventura Blvd.
5 Tarzana, CA 91356
6 Telephone: (818)609-0807

7 To Defendant CLF:

8 Ignacio G. Camarena II
9 **PATANE GUMBERG AVILA, LLP**
10 95 S. Market St., Ste. 300
11 San Jose, CA 95113
12 Telephone: (408)977-7717

13 To Defendant RMC:

14 Marc L. Jacuzzi
15 Sarah E. Lucas
16 **SIMPSON GARRITY INNES & JACUZZI**
17 2175 N. California Blvd., Suite 710
18 Walnut Creek, CA 94596
19 Telephone: (925)322-8889

20 **Section 2.26 Construction**

21 The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
22 result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement
23 Agreement shall not be construed in favor of or against any party by reason of the extent to which
24 any party or his, her or its counsel participated in the drafting of this Settlement Agreement.

25 **Section 2.27 Captions and Interpretations**

26 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
27 reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or
28 any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

29 **Section 2.28 Modification**

30 This Settlement Agreement may not be changed, altered, or modified, except in writing and
31 signed by Defendants and the Plaintiff hereto. This Settlement Agreement may not be discharged
32 except by performance in accordance with its terms or by a writing signed by the Parties hereto.

1 **Section 2.29 Integration Clause**

2 This Settlement Agreement contains the entire agreement between the Parties relating to the
3 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
4 understandings, representations, and statements relating to this Settlement and the transaction
5 contemplated hereby, whether oral or written and whether by a party or such party's legal counsel,
6 are merged herein. No rights hereunder may be waived except in writing.

7 **Section 2.30 Binding on Assigns**

8 The provisions of this Settlement Agreement shall run in perpetuity. This Settlement
9 Agreement shall be binding upon the Parties hereto and their spouses, heirs, administrators,
10 representatives, executors, successors and assigns, and shall inure to the benefit of Defendants and
11 the Released Parties, and their predecessors, successors, affiliates, subsidiaries, parent companies,
12 partners, current and past employees, officers, directors, shareholders, insurers, agents, legal
13 representatives, and benefit plans, each of which is entitled to enforce this Settlement Agreement.

14 **Section 2.31 Signatories**

15 It is agreed that because the members of the Settlement Class are so numerous, it is
16 impossible or impractical to have each member of the Settlement Class execute this Settlement
17 Agreement. It is agreed that this Settlement Agreement may be executed on behalf of the Settlement
18 Class by Class Counsel and Plaintiff; and shall have the same force and effect as if executed by each
19 member of the Settlement Class, who will be notified of the Settlement by the Notice of Settlement.

20 **Section 2.32 Incorporation of Exhibits**

21 All exhibits attached hereto are incorporated by reference and are a material part of this
22 Settlement Agreement. Any notice, order, judgment, or other exhibit that requires approval of the
23 Court must be approved without material alteration from its current form in order for this Settlement
24 Agreement to become effective.

25 **Section 2.33 Reasonableness of Settlement Agreement**

26 The Parties jointly warrant that this is a fair, reasonable, and adequate settlement and have
27 arrived at this settlement through arms-length negotiations, involving an experienced and well-
28 regarded mediator, taking into account all relevant factors, present and potential.

1 **Section 2.34 California Law and Interpretation**

2 All terms of this Settlement Agreement and its exhibits will be governed and interpreted by
3 and according to the laws of the State of California, without giving effect to any conflict of law
4 principles or choice of law principles. If the Court determines that the Release of Claims in Section
5 2.7 above is unenforceable, for whatever reason, this entire Settlement Agreement will become null
6 and void *ab initio*.

7 **Section 2.35 Counterparts**

8 This Settlement Agreement may be executed in counterparts and/or by facsimile signature
9 (“counterpart”), and when each party has signed and delivered at least one such counterpart, each
10 counterpart shall be deemed an original, and, when taken together with other signed counterparts,
11 shall constitute one fully-executed Settlement Agreement, which shall be binding upon and effective
12 as to all Parties.

13 **Section 2.36 Confidential Documents**

14 Plaintiff and Class Counsel agree that none of the documents and information provided to
15 them in discovery or at any other time during this Action shall be used for any purposes other than
16 prosecution of this Action. Class Counsel shall not refer to, rely upon, or otherwise utilize any
17 documents or information obtained during this Action to prosecute a separate action against
18 Defendants and/or any Released Parties; however, nothing in this Section will be construed as a
19 restraint on the right of any counsel to practice or a limitation on the rights that any Settlement Class
20 Member or Class Counsel may have under any applicable federal, state, or local law to separately
21 obtain documents or information from Defendants.

22 **Section 2.37 Entire Agreement**

23 After this Settlement Agreement is fully executed by the Parties, it will constitute the entire
24 agreement of the Parties. No oral representations, warranties, inducements, or writings have been
25 made by any Party concerning this Settlement Agreement, other than those expressly stated herein.

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, Plaintiff and Defendants and their respective undersigned counsel have
2 executed this Settlement Agreement as of the date(s) indicated on the lines below.

3
4 Dated: 1/18, 2018

PLAINTIFF HUBER R. ZEPEDA

6 By: Huber Zepeda
7 Huber R. Zepeda

8
9 DEFENDANT SILICON VALLEY SELF
10 DIRECT, INC. DBA CALIFORNIA LABOR
11 FORCE ("CLF")

12 Dated: _____, 2018

13 By: _____
14 NAME,
15 Defendant CLF

16 DEFENDANT JON K. TAKATA CORP.,
17 DBA RESTORATION MANAGEMENT
18 COMPANY ("RMC")

19 Dated: _____, 2018

20 By: _____
21 NAME,
22 Defendant RMC

1 IN WITNESS WHEREOF, Plaintiff and Defendants and their respective undersigned counsel
2 have executed this Settlement Agreement as of the date(s) indicated on the lines below.
3

4 Dated: _____, 2019
5
6

PLAINTIFF HUBER R. ZEPEDA

7 By: _____
8 Huber R. Zepeda
9

10 DEFENDANT SILICON VALLEY SELF
11 DIRECT, INC. DBA CALIFORNIA LABOR
12 FORCE ("CLF")
13

14 Dated: 2/4, 2019
15

16 By: _____
17 NAME,
18 Defendant CLF
19 *MARINO MEJIA*
20

21 DEFENDANT JON K. TAKATA CORP.,
22 DBA RESTORATION MANAGEMENT
23 COMPANY ("RMC")
24

25 Dated: _____, 2019
26
27

28 By: _____
Dave Glover
Defendant RMC

1 IN WITNESS WHEREOF, Plaintiff and Defendants and their respective undersigned counsel
2 have executed this Settlement Agreement as of the date(s) indicated on the lines below.

3
4 Dated: _____, 2018

PLAINTIFF HUBER R. ZEPEDA

5
6 By: _____
7 Huber R. Zepeda

8
9 DEFENDANT SILICON VALLEY SELF
10 DIRECT, INC. DBA CALIFORNIA LABOR
11 FORCE ("CLF")

12 Dated: _____, 2018

13 By: _____
14 NAME,
15 Defendant CLF

16 DEFENDANT JON K. TAKATA CORP.,
17 DBA RESTORATION MANAGEMENT
18 COMPANY ("RMC")

19 Dated: 12-28, 2018

20 By: 
21 Dave Glover
22 Defendant RMC
23
24
25
26
27
28

1 APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND
2 AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
3 SETTLEMENT CLASS:

4 MOSS BOLLINGER, LLP

5 Dated: February 5, 2019

6 By: 
7 Ari Moss, Attorneys for Plaintiff

8 APPROVED AS TO FORM AND CONTENT

9
10
11 PATANE GUMBERG AVILA, LLP

12
13 Dated: _____, 2019

14 By: _____
15 Ignascio Camarena, Counsel for Defendant
16 CLF

17
18 SIMPSON, GARRITY, INNES & JACUZZI
19 P.C.

20 Dated: _____, 2019

21 By: _____
22 Sarah E. Lucas, Counsel for Defendant RMC
23
24
25
26
27
28

1 APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND
2 AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
3 SETTLEMENT CLASS:

4
5 MOSS BOLLINGER, LLP

6 Dated: _____, 2018

7 By: _____
8 Ari Moss, Attorneys for Plaintiff

9
10 APPROVED AS TO FORM AND CONTENT

11 PATANE GUMBERG AVILA, LLP

12 Dated: January 2, 2019, ~~2018~~

13 By: Ignascio Camarena IA
14 Ignascio Camarena, Counsel for Defendant
15 CLF

16
17 SIMPSON, GARRITY, INNES & JACUZZI
18 P.C.

19
20 Dated: _____, 2018

21 By: _____
22 Marc Jacuzzi, Counsel for Defendant RMC

1 APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND
2 AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
SETTLEMENT CLASS:

3 MOSS BOLLINGER, LLP

4
5 Dated: _____, 2018

By: _____
Ari Moss, Attorneys for Plaintiff

6
7 APPROVED AS TO FORM AND CONTENT

8
9
10
11 PATANE GUMBERG AVILA, LLP

12
13 Dated: _____, 2018

By: _____
Ignascio Camarena, Counsel for Defendant
CLF

14
15
16
17 SIMPSON, GARRITY, INNES & JACUZZI
18 P.C.

19
20 Dated: 12/18, 2018

By: 
Marc Jacuzzi, Counsel for Defendant RMC

EXHIBIT A

1
2
3
4
5
6
7
8 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ALAMEDA**

10 **HUBER R. ZEPEDA**, individually and on behalf
11 of other persons similarly situated,

12 Plaintiff,

13 vs.

14 **SILICON VALLEY SELF DIRECT, INC.** dba
15 **CALIFORNIA LABOR FORCE**, a California
Limited Liability Company and **JON K.**
16 **TAKATA CORP.**, dba **RESTORATION**
MANAGEMENT COMPANY, a California
17 Corporation and **DOES 1-50**

18 Defendants.

Case No.: RG16802121

NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT

[IMAGED FILE]

Hon. Winifred Y. Smith
Dept. 21

Date Action Filed: January 29, 2016

FINAL APPROVAL HEARING DATE:
TIME:

19 *A court approved this notice. This is not an advertisement.*

20 **NOTICE**

21 **IF YOU WORK OR WORKED AS A NON-EXEMPT HOURLY EMPLOYEE OF**
22 **CALIFORNIA LABOR FORCE (“CLF”) AND WERE ASSIGNED TO RESTORATION**
23 **MANAGEMENT COMPANY’S (“RMC”) UNION CITY OR HAYWARD FACILITIES**
TO PROVIDE ASBESTOS ABATEMENT SERVICES IN CALIFORNIA BETWEEN
24 **JANUARY 29, 2012 THROUGH OCTOBER 4, 2018, YOU MAY BE ELIGIBLE TO**
RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

25 **RECORDS FROM CLF AND RMC INDICATE THAT YOU WORKED A TOTAL OF**
[REDACTED] WORKWEEKS AS A NON-EXEMPT HOURLY-PAID EMPLOYEE FROM
26 **JANUARY 29, 2012 THROUGH OCTOBER 4, 2018. BASED ON THE PRECEDING**
INFORMATION, AND ASSUMING EVERY CLASS MEMBER PARTICIPATES IN THE
27 **SETTLEMENT, YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT WILL**
BE APPROXIMATELY \$ [REDACTED].

You are NOT being sued. However, your legal rights are affected whether you act or not.

CLF and RMC will not fire, punish, retaliate, or otherwise discriminate against any employee because he or she chooses to participate in this settlement, chooses not to participate, or objects to the settlement.

PLEASE READ THIS NOTICE

WHAT INFORMATION IS IN THIS NOTICE

1.	Why It Is Important To Read This Notice:	2
2.	What The Case Is About:.....	2
3.	What Is The Class Action Settlement?	3
4.	Why Did Defendants Join in This Notice?	3
5.	Who Is The Plaintiff in This Class Action?	3
6.	Who Are The Attorneys Representing The Parties?	3
7.	What Do I Need To Do To Get Money From This Settlement?	4
8.	How Do I Remove Myself From This Settlement?	5
9.	What If I Disagree With The Terms Of The Settlement?.....	5
10.	How Does The Settlement Affect My Rights?	5
11.	How Much Can I Expect To Receive?	6
12.	How Will the Attorneys for the Class and Class Representative Be Paid?	8

1. Why It Is Important To Read This Notice:

The Superior Court of the State of California in and for the County of Alameda (the “Court”) has granted Preliminary Approval to a proposed settlement (the “Settlement”) of a class action lawsuit regarding wage and hour claims of persons who were employed by CLF and assigned to RMC’s Union City or Hayward facilities to provide asbestos abatement services in California between January 29, 2012 through October 4, 2018. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Records from CLF and RMC (collectively “Defendants”) show that you were employed by CLF and assigned to RMC as an hourly, non-exempt employee sometime between January 29, 2012 and October 4, 2018 (“Class Period”) to provide asbestos abatement services in the Union City or Hayward facilities in California. Therefore, you are a “Class Member” in this Lawsuit.

The purpose of this Notice is to provide you with a brief description of the class action lawsuit, what investigation of the claims has taken place, and, finally, to inform you of the terms of the proposed Settlement and to discuss your rights and options in connection with the lawsuit and the Settlement.

2. What The Case Is About:

A former employee of Defendants filed an action (“Action”) against CLF and RMC alleging that they failed to properly provide adequate meal and rest periods in accordance with California wage and hour laws. Specifically, the former employee sought damages, restitution, attorneys’ fees, and penalties on the basis of potential wage and hour violations, including without limitation, failure to pay minimum wages under Labor Code § 1197, failure to pay overtime wages under Labor Code § 510, failure to pay all wages earned during each pay period under Labor Code § 204, meal and rest period violations under Labor Code §§ 226.7 and 512, failure to provide accurate wage statements

1 under Labor Code § 226, failure to timely pay wages at termination of employment under Labor
2 Code §§ 201 and 202, failure to reimburse for costs under Labor Code § 2802, and such related
3 and derivative claims under California Business & Professions Code §§ 17200 et seq. and under
4 the Private Attorney General Act (“PAGA”) Labor Code §§ 2698 et seq.

5 Defendants deny Plaintiff’s allegations and assert no liability for any of Plaintiff’s or the Class
6 Members’ claims under any statute, wage order, common law, or equitable theory.

7 Notwithstanding Defendants’ denial of liability, they have chosen to resolve the matter based upon
8 the terms and conditions set forth in the settlement agreement now before the Court for approval.

9 **3. What Is The Class Action Settlement?**

10 The Court must approve the terms of the class action settlement described below as fair and
11 reasonable to the class. The settlement will affect all members of the class. This Notice will
12 explain the terms of the settlement and the amount of money you may get.

13 **4. Why Did Defendant Join in This Notice?**

14 The Defendants do not admit to any of the claims alleged in the lawsuit and deny owing money
15 for rest and meal period violations, wage statement violations, minimum wage and overtime
16 violations, reimbursement of costs violations, and any related waiting time penalties, or any
17 derivative claims for any of the above under Business & Professions Code §§ 17200 et seq. and
18 Private Attorney General Act (“PAGA”) Labor Code §§ 2698 et seq. Defendants are settling the
19 class action lawsuit as a compromise. Defendants reserve the right to object to any claim if for
20 any reason the settlement fails. The Court file has the settlement documents with more
21 information on the lawsuit.

22 **5. Who Is The Plaintiff in This Class Action?**

23 Huber R. Zepeda is the Plaintiff and Class Representative in this class action lawsuit. He is acting
24 on behalf of himself and on behalf of all other non-exempt hourly paid employees that worked for
25 Defendants.

26 **6. Who Are The Attorneys Representing The Parties?**

Attorneys for Plaintiff & the Class	Attorneys for Defendants
MOSS BOLLINGER, LLP Ari E. Moss Dennis F. Moss Jeremy F. Bollinger 15300 Ventura Boulevard, Suite 207 Sherman Oaks, California 91403 Telephone: (310) 982-2984	PATANE GUMBERG AVILA, LLP Ignascio G. Camarena 95 S. Market St., Ste. 300 San Jose, CA 95113 Telephone: (408)977-7717 Attorneys for Defendant CLF

**LAW OFFICES OF SAHAG
MAJARIAN, II**

Sahag Majarian, II
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818)609-0807

**SIMPSON GARRITY INNES &
JACUZZI**

Marc L. Jacuzzi
Sarah E. Lucas
2175 N. California Blvd., Suite 710
Walnut Creek, CA 94596
Telephone: (925)322-8889

Attorneys for Defendant RMC

7. What Do I Need To Do To Get Money From This Settlement?

For purposes of the class action settlement, the Settlement Class Members are defined as, all current and former non-exempt hourly-paid employees that worked for CLF and were assigned to RMC's Union City or Hayward facilities to provide asbestos abatement services in California between January 29, 2012 through October 4, 2018.

A sub class of the Settlement Class is the PAGA Settlement Class which includes all current and former non-exempt hourly-paid employees that worked for CLF and were assigned to RMC's Union City or Hayward facilities to provide asbestos abatement services in California between February 1, 2015 and October 4, 2018. PAGA Class Member that do not opt out will receive an additional payment from the PAGA Settlement Fund (\$1,250.00) which is part of the Net Settlement Fund.

Class Members do not need to take any action to receive their share of the settlement fund. All Class Members who do not timely and effectively exclude themselves from the Settlement ("Verified Settlement Class Members") will receive their share of the settlement fund.

Following preliminary approval of the class action settlement by the court, RMC shall tender Eighty Thousand Dollars (\$80,000.00) to the Settlement Administrator while CLF shall initially tender Thirteen Thousand Dollars (\$13,000.00) and Twelve Thousand Dollars (\$12,000.00) each month thereafter until the entire Settlement Amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) is paid. Based on these payments, the distribution of settlement payments will be made to the Settlement Class Members within ninety (90) calendar days after the Court grants Final Approval.

///

///

1 **8. How Do I Remove Myself From This Settlement?**

2 **Excluding Yourself from the Settlement.**

3 If you do not wish to take part in the settlement, you must submit a written request to the Claims
4 Administrator to be excluded from the Settlement. The written request must: (a) state your name,
5 address, telephone number, last four digits of your Social Security Number, most recent job
6 position held with Defendants and the dates (or approximate dates) of your employment; (b)
clearly state that you wish to be excluded from the Settlement; (c) be addressed to the Claims
Administrator, [REDACTED]; and (d) be postmarked on or before
[REDACTED], 2019.

7 The Claims Administrator is:

8 ILYM GROUP INC.
9 [INSERT Address]
City, CA ###

10 The Judgment following approval of the class action settlement by the Court will bind all Class
11 Members who do not request exclusion from the class action settlement. Any class member who
12 does not request exclusion may, if they wish, enter an appearance through his or her own lawyer.

13 **9. What If I Disagree With The Terms Of The Settlement?**

14 **Objecting to the Settlement**

15 If you wish to object to the Settlement, you shall file your objection with the Claims
16 Administrator. The objection should include your reasons for why the Court should not approve
17 the settlement, your name, address, and phone number, and/or the name, address and phone
18 number of the attorney representing you at your costs. For an objection to be considered timely the
Claims Administrator must receive it no later than DATE. Counsel for the parties may oppose
19 your objection in writing or orally at the hearing on Final Approval. Whether or not you appear at
the hearing on Final Approval, the Court will consider all timely filed Objections. Please note, that
Objections served later than DATE shall be considered untimely and waived.

20 **DO NOT TELEPHONE THE COURT.**

21 You may also, if you wish, appear at the Settlement Fairness Hearing set for
22 [REDACTED] at [REDACTED] in Alameda County Superior Court and discuss your
23 objections with the Court and the Parties.

24 **10. How Does The Settlement Affect My Rights?**

25 Attorneys for the Class, also known as “Class Counsel,” appointed and approved by the Court for
26 settlement purposes only, will represent you.

27 If the proposed settlement is approved by the Court, a Judgment will be entered by the Court. The
28 Judgment following approval of the settlement by the Court will bind all Class Members who do

1 not request exclusion from the class action settlement. Any member who does not request
2 exclusion may, if they wish, enter an appearance through his or her own lawyer.

3 If the settlement is approved and you choose not to exclude yourself from the settlement, you will
4 be forever barred from asserting any of the claims arising out of or relating to the lawsuit against
5 Defendants (“Released Claims”¹) including all of Defendants’ past, present and future direct or
6 indirect predecessors, successors, subsidiaries, investors, parent companies, holding companies,
7 sister and affiliated companies, divisions, assigns and other related entities, as well as their
8 successors, predecessors, shareholders, subsidiaries, investors, parent, sister and affiliated
9 companies, officers, directors, partners, members, managers, assigns, agents, employees,
principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries,
insurers, reinsurers, employee benefit plans, and representatives of each of them, both individually
and in their official or corporate capacities, past or present, as well as all persons acting by,
through, under or in concert with any of these persons or entities (“Released Parties”).

10 **11. How Much Can I Expect To Receive?**

11 Defendants will pay a Class Settlement Amount of Two Hundred Twenty Five Thousand Dollars
12 (\$225,000.00) (“Gross Settlement Fund”) to cover: (1) settlement payments to Verified Settlement
13 Class Members; (2) the costs of administering the settlement; (3) Class Representative Service
14 Award to the Plaintiff; (4) payment to the California Labor and Workforce Development Agency
15 (“LWDA”); and (5) the Class Counsel Award and costs. Defendant CLF shall pay its share of the
employer’s payroll taxes in addition to its share of the Gross Settlement Fund. All wages paid to

16
17 ¹ “Released Claims” means any and all claims, debts, liabilities, demands, obligations,
18 guarantees, liens, promises, penalties, costs, expenses, interest, restitution, attorneys’ fees
19 and costs, losses, damages, liquidated damages, punitive damages, equitable relief,
20 complaints, actions or causes of action of whatever kind or nature, whether known or
21 unknown, contingent or accrued, against Defendants or the Released Parties or any of
22 them, under any state, municipal or federal law, statute, ordinance, regulation, order or
23 common law principle or theory, arising out of or related to Plaintiff’s Second Amended
24 Complaint (“Operative Complaint”), including the following released claims (“Released
Claims”) without limitation: (1) failure to pay minimum wages; (2) failure to pay overtime
wages; (3) failure to pay all wages earned during each pay period; (4) failure to make
available meal periods; (5) failure to make available rest periods; (6) failure to timely pay
wages upon cessation of employment; (7) failure to furnish accurate wage statements; (8)
failure to reimburse for costs; (9) unfair competition (Bus. & Prof Code §§ 1700 *et seq.*);
and (10) claims for penalties pursuant to the Private Attorney General Act (Lab. Code §
2698 *et seq.*).

25 The Released Claims also include any unknown claims that the Verified Settlement Class
26 Members do not know or suspect to exist in his or her favor, which if known by him or her,
27 might have affected this Settlement Agreement with Defendants and the release of the
Released Parties. However, Released Claims do not include claims and damages that were
not alleged in the Action and could not have been alleged in the Action.

1 Class Members shall be reflected on such Class Members' W-2 forms, and all other non wage
2 payments will be reflected on a 1099 form.

3 After deducting the Class Representative Service Award, Class Counsel's awarded attorneys' fees
4 and expenses, payment to the LWDA, and the Claims Administrator's fees and expenses, the
5 balance of the Gross Settlement Fund (the "Net Settlement Fund") will be available for payment to
6 Verified Settlement Class Members, including PAGA Class Members that do not opt out. The Net
7 Settlement Fund will be apportioned among Verified Settlement Class Members based on the
8 number of workweeks worked as a non-exempt hourly-paid employee during the Class Period.
9 The Net Settlement Fund is One Hundred Fifty Thousand Dollars (\$150,000.00).

10 The Settlement Payments for each Verified Settlement Class Member shall be determined on a
11 pro-rata basis based on the number of workweeks they worked during the Class Period as an
12 hourly, non-exempt employee.

13 Each Participating Settlement Class Member's Settlement Payment will be allocated as follows:
14 25% to the satisfaction of claims for unpaid wages (subject to required wage withholdings and
15 deductions) and 75% to the satisfaction of claims for interest and penalties.

16 An "Individual Settlement Payment" for each Class Member will then be determined by
17 multiplying the Net Settlement Fund minus the PAGA Settlement Fund, by a fraction, the
18 numerator of which is the total number of workweeks the Settlement Class Member worked as a
19 non-exempt hourly-paid employee during the Class Period and the denominator of which is the
20 total number of workweeks worked by all Settlement Class Members as hourly-paid employees
21 during the Class Period.

22 PAGA Settlement Class Members will get an additional payment from the PAGA Settlement Fund
23 which is part of the Net Settlement Fund. This payment will be determined on a pro rata basis
24 based on the number of workweeks worked by members of the PAGA Settlement Class.

25 Defendant's employer contributions of all federal, state, and local taxes (including, but not limited
26 to, FICA, FUTA, and SDI) in regard to the wage portion of the Individual Settlement Payments
27 shall be paid separately by CLF. The Class Member will be individually responsible for paying his
28 or her share of the employee taxes. To the extent necessary to ensure the payment of all tax
obligations on the Individual Settlement Payments, the Individual Settlement Payments will be
reduced by any such required tax obligations for wages for each Verified Settlement Class
Member. All wages paid to Settlement Class Members shall be reflected on their individual W-2
forms. All remaining portions of any Individual Settlement Payments made to Verified Settlement
Class Members shall, if required by applicable state and/or federal law, be reported on a federal
form 1099 that shall be provided to the Individual Class Members.

**Defendants' records indicate that you worked for a total of [REDACTED] workweeks as a non-
exempt hourly-paid employee during the Class Period.**

Defendants' records also indicate that you worked for a total of [REDACTED] workweeks as a PAGA Settlement Class Member.

Based on the preceding information, your estimated settlement payment is [REDACTED].

If you dispute the number of workweeks stated above, Defendants' records will control unless you are able to provide documentation to the Claims Administrator that establishes otherwise and that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate send in the Yellow Form. If the dispute cannot be resolved informally, the dispute will be resolved by the Claims Administrator.

The Final Approval or Final Fairness Hearing will be on DATE. You are welcome to attend and be heard by the Court. The Court may change the date/time of the hearing, so you should consult the Court's website ADDRESS as the date approaches, if you want to appear. It is unnecessary to file an objection with the Court to be heard on matters unrelated to an objection. If you exclude yourself from the Settlement, you may not be heard at the Final Approval Hearing.

12. How Will the Attorneys for the Class and Class Representative Be Paid?

The attorneys for the Representative Plaintiff and the Class will be paid from the Gross Settlement Fund. The actual amount awarded will be determined by the Court, but will not exceed \$75,000.00, plus actual expenses and costs in the amount of \$15,000.00. Additionally, Plaintiff Huber R. Zepeda will seek reimbursement for his services as Class Representatives in an amount not to exceed \$7,500.00.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel at Moss Bollinger, LLP, Ari Moss, 15300 Ventura Boulevard, Suite 207 Sherman Oaks, California 91403. (310) 982-2984, or the Claims Administrator at the telephone number listed below, toll free.

Huber Zepeda et al vs. California Labor Force et al.

Claims Administrator

c/o

ILYM Group, Inc.

[INSERT Address]

City CA #####

Phone: INSERT PHONE NUMBER

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

DATE: _____

EXHIBIT B

OPT OUT FORM

Request for Exclusion From the Settlement

Huber Zepeda et al. v. California Labor Force et al.
Alameda County Superior Court Case No. RG16802121

ILYM Group, Inc.

[INSERT Address]

City CA ###

Phone: [INSERT PHONE]

**DO NOT COMPLETE THIS FORM IF YOU WANT TO RECEIVE YOUR SHARE OF
THE BENEFITS UNDER THE SETTLEMENT**

***TO BE EXCLUDED FROM THE SETTLEMENT, THIS OPT OUT FORM MUST BE SIGNED
AND MAILED TO THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED
ON OR BEFORE [REDACTED], 2018***

Name/Address Changes, if any:

<<Claim Number>>

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

(____) ____ - ____

Home Telephone Number

INSTRUCTIONS

If you do not want to participate in this lawsuit and Settlement, you may “opt out” of the Settlement. If you opt out of this lawsuit and the Settlement, (a) you will have no right to receive any benefit under the Settlement in this case; (b) you will not be bound by the terms of the Settlement; and (c) you will have no right to object to the Settlement and be heard at the Final Fairness Hearing.

To opt out, you must sign and return this Opt Out Form to the Settlement Administrator at the address listed above. To be timely, your Opt Out Form must be postmarked **on or before [insert Opt Out Deadline]**

OPT OUT SIGNATURE

By signing this Opt Out Form, I hereby opt out of this lawsuit and Settlement. By signing this Opt Out Form, I understand that I will have no right to receive any money under the Settlement in this case, and I will have no right to object to the Settlement and be heard at the Fairness Hearing. Additionally, if I submit both an objection and an Opt Out Form, the Opt Out Form will supersede the objection, and the objection shall therefore be waived.

Dated: ____ / ____ / ____

Signature

EXHIBIT C

Huber Zepeda et al. v. California Labor Force et al.
ALAMEDA COUNTY SUPERIOR COURT, CASE NO. RG16802121
(Spanish on Reverse)

ESTIMATED SHARE FORM
AND
NOTICE OF CORRECTED INFORMATION

<NAME>
Last 4 Digits of SSN: <####>
No. of claimed exemptions: <#>

CHANGE OF ADDRESS

As stated in the Notice of Class Action Settlement (sent herewith), records indicate that your current address is:

<ADDRESS>
<ADDRESS>
<ADDRESS>

If you have moved, and the above address is in correct, please provide your current address here:

CORRECTED ADDRESS: _____

WORKWEEK INFORMATION

As stated in the Notice of Class Action Settlement (sent herewith), records indicate that you worked for California Labor Force or Restoration Management Company for: <WEEKS> during <RANGE OF MONTHS/YEARS>. Based on the foregoing information your estimated payment will be <AMOUNT>.

If you believe you worked for a different amount of time with California Labor Force or Restoration Management Company (collectively “Defendants”), please indicate here what you believe to be the proper amount of time and the time frame for which you worked for Defendants:

To support your claim for the corrected time of employment, please provide a statement and send additional documents (paystubs, letters, etc.):

If you completed this form, please immediately fax this form to: (XXX) XXX-XXXX or you can mail this form to:

ILYM Group, Inc.
[INSERT Address]
City, CA ###

[YELLOW FORM]