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Individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EFRAIN J. SANCHEZ, individually and
on behalf of others similarly situated,

Plaintiffs,

vs.

GRUPO DECO CALIFORNIA
CORPORATION, a California
Corporation; GRUPO DECO AMERICA
CORPORATION, a Delaware
Corporation; DOES 1-50, inclusive,

Defendants.

Case No.: BC 526934

Assigned to Hon. Kenneth R. Freeman

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
CLASS REPRESENTATIVE
ENHANCEMENT AWARD**

Date: June 21, 2022

Time: 10:00 A.M

Dept.: 14

Complaint Filed: November 6, 2013

1 I, James R. Hawkins, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of
3 California. I am a partner with the law firm of James Hawkins APLC, counsel of record for
4 Plaintiffs Efrain J. Sanchez, Alejandro Ruiz, and Luis Franco (“Plaintiffs”). I am thoroughly
5 familiar with and have personal knowledge of all of the facts set forth herein. If called as a
6 witness, I could and would competently testify thereto.

7 2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of
8 Class Action Settlement (the “Final Approval Motion”) and Plaintiffs’ Motion for Award of
9 Attorneys’ Fees, Costs and Class Representative Enhancement Awards (the “Fees and Costs
10 Motion”), which are filed concurrently herewith, along with the respective memorandum of
11 points and authorities.

12 **THE COURT GRANTED PRELIMINARY APPROVAL OF**
13 **THE CLASS ACTION SETTLEMENT**

14 3. After multiple rounds of briefing, the Court granted preliminary approval of the
15 Class Action Settlement Agreement (“Settlement Agreement”), approval of the class notice, and
16 conditional certification of the Class via Minute Order on July 9, 2019, followed by a full Court
17 Order on July 12, 2019. (See, Ex. 2, Preliminary Approval Order.) However, following
18 Preliminary Approval, a number of issues arose which delayed the notice process—including
19 logistical setbacks on obtaining and compiling the class list, the provision of an incomplete class
20 list to the administrator, and the unfortunate death of lead defense counsel. The operative
21 Settlement Agreement, which Plaintiffs ask the Court to finally approve, is attached hereto as
22 **Exhibit 1**. For the Court’s ease in review, attached hereto as **Exhibit 2** is a true and correct copy
23 of the Court’s First Order granting the Motion for Preliminary Approval of the Settlement dated
24 July 12, 2019. Attached as **Exhibit 7** is a true and correct copy of the Court’s Order Modifying
25 the Preliminary Approval Order and Directing the Class Notice Procedure, dated April 28, 2021.

26 4. In connection with the Preliminary Approval Order, the Court conditionally
27 certified the following Settlement Class for settlement purposes only: all individuals who were
28 employed as non-exempt employees by Defendants Group Deco California Corporation, Grupo

1 Deco America Corporation, and/or Deco California Insurance Agency (hereafter “Defendants”) –
2 including without limitation pre-need agents (hereafter “Pre-Need Agent”) to sell pre-need policies
3 in the State of California at any time and who earned a commission from selling pre-need policies
4 for Defendants—at any time from November 6, 2009 to July 12, 2019 (the “Settlement Class”).
5 For the Court’s ease in review, attached hereto as **Exhibit 3** is a true and correct copy of the First
6 Declaration that I submitted in connection with the Motion for Preliminary Approval of the
7 Settlement in this case (the exhibits have been omitted).

8 5. For the Court’s ease in review, attached hereto as **Exhibit 4** is a true and correct
9 copy of the First Supplemental Declaration that I submitted in connection with the Motion for
10 Preliminary Approval of the Settlement in this case (the exhibits have been omitted).

11 6. For the Court’s ease in review, attached hereto as **Exhibit 5** is a true and correct
12 copy of the Second Supplemental Declaration that I submitted in connection with the Motion for
13 Preliminary Approval of the Settlement in this case (the exhibits have been omitted).

14 7. For the Court’s ease in review, attached hereto as **Exhibit 6** is a true and correct
15 copy of the Third Supplemental Declaration that I submitted in connection with the Motion for
16 Preliminary Approval of the Settlement in this case (the exhibits have been omitted).

17 8. The Court appointed Plaintiffs Efrain J. Sanchez, Alejandro Ruiz, and Luis Franco
18 as the Class Representatives and James Hawkins APLC as Class Counsel.

19 9. The Court preliminarily approved the Settlement Agreement, the Notice of
20 Proposed Class Action Settlement, the Request for Exclusion Form, and the Objection Form.
21 Additionally, the Court further preliminarily approved the formulas provided in the Settlement
22 Agreement for calculating individual settlement payments to the Class Members point-based
23 system.

24 10. The Court also appointed ILYM Group, Inc. as the settlement administrator. Since
25 then, ILYM has worked diligently with Class Counsel and counsel for Defendants to efficiently
26 administer the Settlement.

27 11. The Class Notice was initially sent to only a portion of the class in error, because
28 the Class Member data was found in two lists and only one list had been provided to the

1 administrator.

2 12. The Parties apprised the Court of the error and, upon the Parties' request, the Court
3 issued an Order Modifying the Preliminary Approval Order and Directing Class Notice Procedure
4 on or about April 28, 2021. The Modified Order directed the Parties to have a second notice sent
5 out to members of the Settlement Class that previously received a notice erroneously indicating
6 their anticipated Settlement.

7 13. Defendants encountered numerous additional difficulties in compiling and
8 providing the complete Class List to the Administrator. Finally, on October 5, 2021 counsel for
9 Defendants provided ILYM Group with a complete class data file including each Class Member's
10 name, last known mailing address, employment dates, and the total number of sales.

11 **THE SETTLEMENT ADMINISTRATOR HAS CARRIED OUT**
12 **THE NOTICE PROCEDURES**

13 14. The Parties and the Settlement Administrator successfully delivered notice of the
14 Settlement and the Preliminary Approval Order to the Class. As detailed in the Declaration of
15 Nathalie Hernandez on Behalf of ILYM Group, Inc., Notice Packets were mailed to the 379
16 Class Members. Ultimately, 18 notices remained undeliverable (i.e. Class Notices that were
17 returned undeliverable with no updated address from the skip trace and/or were returned
18 undeliverable a second time). Thus, the Class Notice has successfully reached 95.25% of the
19 Class (361 of 379 Class members).

20 15. In my experience, there are always some Class Notices that, despite best efforts of
21 the Settlement Administrator, cannot be delivered to the Class Member for a variety of reasons.
22 Here, less than 5% of the Class Notices were ultimately undeliverable.

23 16. I believe that this excellent result of successfully delivering the Class Notices to
24 95.25% of the Class Members was achieved through the efforts of Class Counsel and the
25 Settlement Administrator.

26 17. The deadline to opt out or request exclusion from the Settlement was February 12,
27 2022.

28 18. I understand that no Class Member submitted an objection to the Settlement which

1 I believe reinforces that the Settlement is fair, adequate and reasonable under the circumstances.

2 19. I also understand that two Class Members timely requested exclusion from the
3 Settlement, which means that 377 of the 379 Class Members (99.47%) will participate in the
4 Settlement and receive their individual share of the Net Settlement Fund.

5 20. The Court preliminarily approved up to \$12,000 from the Settlement to cover the
6 costs associated with ILYM Group, Inc.'s work in administering the Settlement. ILYM Group's
7 fees and costs for the service in connection with the administration of this Settlement are
8 \$12,000.00. It should be noted that ILYM agreed to send out the second mailing without additional
9 charge, and per the Settlement Agreement is making several payments to the class over a period
10 of time. ILYM's fees and costs for the service in connection with the administration of this
11 Settlement are \$12,000.00. I respectfully submit that I believe this sum is appropriate and should
12 be awarded to ILYM for its services.

13 21. Per the Court's Order and the Agreement of the Parties, Defendants began funding
14 the Settlement Fund by making equal payments every month since October 9, 2020 into Defense
15 counsel's trust account. Every payment into the Settlement Fund shall be in the amount of
16 \$2,222.22 until the Settlement Fund is fully funded. (Agreement ¶ 24, see generally, Ex. 2) The
17 last payment shall be \$2,222.30. Payments shall be made over thirty-six months. To date,
18 Defendants have complied with this Modification and the Court's Order regarding payments to
19 the Settlement Fund, and as of the date of this filing has paid over \$44,444.00 into the Settlement
20 Fund.

21 **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

22 22. Plaintiffs and Defendants entered into the Settlement Agreement only after
23 conducting extensive investigation, discovery, exchanging voluminous documents, and
24 participating in a full-day mediation session with Michelle Reinglass as Mediator. Thus, the
25 Parties' negotiations were adversarial and non-collusive, conducted at arm's length, and the
26 Settlement was supported by a knowledgeable mediator. The case did not settle at mediation,
27 but through continued negotiations with the assistance of Ms. Reinglass.

28 23. Based on my experience, I believe that the proposed Settlement is fair, reasonable

1 and adequate and is in the best interests of the Class Members. As detailed in my Declarations in
2 Support of Preliminary Approval (**Exhibits 3-6**), although Plaintiffs and Class Counsel
3 compromised to achieve the Settlement, the compromise is fair, reasonable and adequate when
4 compared to the realistic value of the class claims and considering the substantial risks involved
5 in pursuing further litigation including the risk of bankruptcy and the possibility of appeals by
6 either party that would serve to increase the amount of time in which Class Members could
7 possibly see some benefits.

8 24. When we considered the substantial risks involved in pursuing further litigation,
9 we considered the probability of getting the action certified as a class action and maintaining the
10 class action status through trial. In addition, we considered the likelihood of class action
11 recovery at trial after analyzing the merits of Defendants' legal defenses, including the
12 possibility of the application of the outside sales exemption, and the current state of the law
13 regarding certification and establishing common questions of facts, including the decision by the
14 California Supreme Court in *Brinker Restaurant Corp. v. Superior Court*. In addition, Class
15 Counsel and Plaintiffs considered the very real possibility that continued litigation of this action
16 would diminish any recovery to the Class given Defendants' financial condition or result in
17 Defendants ceasing all operations and declaring bankruptcy, thereby defeating all recovery to the
18 Class. As detailed more extensively in my prior declarations, Defendants' financial condition
19 was examined through the review of certain financial documents, including tax returns, with the
20 assistance of a CPA. All these considered, I believe the Settlement, if finally approved, will
21 provide the Class a fair, reasonable and adequate value for their claims.

22 25. While Plaintiffs believe in the strength of their allegations, there is no certainty
23 they could prove sufficient systematic violations at Defendants' hands to certify the Class.
24 Defendants denied, and continue to deny, all liability or wrongdoing associated with any of the
25 facts or claims alleged in the operative complaint. While Defendants deny all allegations, it has
26 concluded, after taking into account the sharply disputed factual and legal issues involved in the
27 Class Action, that the risks and expense attending further litigation, along with their desire to put
28 an end to the controversy, Defendants have agreed to this Settlement, and believe it is in its best

1 interests and is fair and reasonable.

2 26. Indeed, there is a significant chance that continued litigation could result in the
3 Class obtaining no recovery at all if the trier of fact accepted Defendants' contention that they
4 maintained compliant policies, paid at least minimum wages for all hours worked, paid all
5 overtime wages when legally required, provided timely meal breaks and rest breaks, timely paid
6 wages upon termination, properly reimbursed necessary expenses, and provided compliant wage
7 statements and maintained accurate records, or that any alleged violations, to the extent Plaintiffs
8 can prove any, are due solely to individual preference. In addition to the substantial risks and
9 uncertainty inherent in continued litigation, Plaintiffs and Defendants face the *certainty* that
10 further litigation—potentially through trial and appeals—would be expensive and time
11 consuming. Therefore, the proposed Settlement is both fair and reasonable in light of
12 Defendants' asserted legal and factual grounds for defending against the putative class claims,
13 the risks of not obtaining and/or maintaining class certification through the trial of the action and
14 after any appeals, and Defendants' financial hardships.

15 27. Ultimately, Plaintiffs' counsel determined an appropriate range of recovery for
16 settlement purposes by offsetting Defendants' maximum theoretical liability by: (i) the strength
17 of the defenses to the merits of Plaintiffs' claims; (ii) the risk of class certification being denied;
18 (iii) the risk of losing on any of a number of dispositive motions that could have been brought
19 between certification and trial (e.g., motions to decertify the class, motions for summary
20 judgment, and/or motions in limine) that might have eliminated all or some of Plaintiffs' claims,
21 or barred evidence/testimony in support of the claims; (iv) the risk of losing at trial; (v) the
22 chances of a favorable verdict being reversed on appeal; and (vi) the difficulties attendant to
23 collecting on a judgment.

24 28. Plaintiffs, and Class Counsel, determined that a settlement amounting to \$80,000,
25 or approximately 10% of the estimated realistic liability for the thrust of Plaintiffs' claims, was
26 fair and reasonable in view of the odds of: (i) overcoming Defendants' arguments and evidence
27 that it properly provided meal and rest breaks, paid for all hours of work, and properly
28 reimbursed business expenses; (ii) Defendants' arguments and evidence that a significant

1 number of the Class Members were subject to the outside sales person exemption; (iii) the
2 obstacles inherent in satisfying the requirements to certify a class and satisfy manageability
3 requirements; (iv) the challenges of proving the elements of each cause of action; (v) the
4 derivative nature of many of the claims; (vi) the expenses of further litigation; (vii) Defendants'
5 financial hardship and precarious financial position, such that bankruptcy was possible; and (viii)
6 the recovery rate, even if Plaintiffs were to prevail, after years of continued and costly litigation.

7 29. Plaintiffs respectfully submit that the Class Representatives Enhancement Award
8 in the amount of \$2,500.00 to each Plaintiff, the attorneys' fees of \$26,640.33 and costs of
9 \$15,000 given the amount of work and effort by the Class Representatives and Class Counsel to
10 achieve a great result are also fair, reasonable and adequate. The specific amounts associated
11 with each of these payments were disclosed clearly in the Class Notice provided to the Class
12 Members.

13 **THE CLASS REPRESENTATIVE ENHANCEMENT AWARDS ARE JUSTIFIED**

14 30. Under the terms of the Settlement Agreement, the Class Representatives seek an
15 enhancement award in the amount of \$2,500 each for their service in filing and prosecuting this
16 class action on behalf of the Class.

17 31. I strongly support the enhancement awards to the Class Representatives and
18 Defendants do not oppose the amounts requested. Such amounts were reached as the product of
19 arm's length negotiations. Thus, I believe that the requested enhancement awards to Plaintiffs as
20 Class Representatives are justified, extremely fair and warranted. Plaintiffs' assistance to Class
21 Counsel and services to the Class have been invaluable. (See generally, Declarations of Alejandro
22 Ruiz, Efrain J. Sanchez, and Luis Franco in Support of Motion for Preliminary Approval of Class
23 Action Settlement, attached for the Court's convenience as **Exhibits 8, 9, and 10**, respectively.).
24 Since the submission of the declarations, all three of the Class Representatives have

25 32. By coming forward and pursuing this class action lawsuit that, in this information
26 age, can easily be discovered by prospective employers demonstrates that Plaintiffs have placed
27 the interest of the Class above their own. Additionally, Plaintiffs made the decision from the very
28 beginning of the litigation to protect the interest of the Class by not wavering from their decision

1 to prosecute and settle the claims on behalf of putative class members for a settlement that was in
2 the best interests of the Class. I do not believe that Plaintiffs have any interests that are adverse or
3 antagonistic to the Class Members' interests.

4 33. The Class Representatives were crucial participants in the prosecution of this
5 litigation. Plaintiffs worked closely with me and my firm in all aspects of the litigation in this case.
6 All provided an extraordinary amount of factual information necessary for the prosecution and
7 settlement of the class claims. This information proved invaluable in our settlement discussions.
8 Plaintiffs also spent a significant amount of time searching for and producing documents in the
9 case and reviewing and interpreting the voluminous documents produced by Defendants. Plaintiffs
10 actively participated in this litigation during all stages including discovery, being available during
11 mediation for negotiation of the Settlement, and the settlement approval process.

12 34. Plaintiffs also agreed to enter into a broader release of claims against Defendants
13 as opposed to the narrowly drafted release for the other Class Members.

14 35. Plaintiffs took on significant risks, including the potential that the lawsuit may
15 affect their ability to obtain future employment as well as the risk of paying an award of costs to
16 Defendants if they were not successful in litigating his claims.

17 36. I understand that the average estimated payment to Class Members is \$48.04, and
18 the highest estimated payment is \$2,175.39.

19 37. Plaintiffs have been exceptional Class Representatives and the Class has benefited
20 immensely from their services. The enhancement payment is reasonable in light of the time and
21 effort Plaintiffs have spent on this litigation over the past nearly nine years and the result they
22 obtained on behalf of the Class. Thus, I submit the enhancement awards to Plaintiffs are
23 appropriate and justified as part of the overall Settlement and warrants final approval.

24
25 **THE ATTORNEYS' FEES AND LITIGATION COSTS CLASS COUNSEL SEEK**
26 **ARE REASONABLE, FAIR AND ADEQUATE**

27 38. In accordance with the terms of the Settlement Agreement, Class Counsel seeks an
28 award of attorneys' fees in the amount of \$26,640.33 (one-third of the Settlement Fund) and

1 reimbursement for actual and necessary costs of \$15,000. Defendants do not oppose these
2 amounts.

3 39. Class Counsel has obtained significant recovery for the Class and secured a
4 Maximum Settlement Amount of \$80,000.00 for the settlement of the claims and penalties alleged
5 in the complaint. In my opinion, this is a fair, reasonable and adequate result considering all the
6 risk of continued litigation and the likelihood of an appeal if class certification was granted in this
7 case.

8 40. This class action involved complex legal and factual issues. Notably, Class Counsel
9 obtained a significant Settlement on a class-wide basis for claims that Defendants maintained
10 required highly individualized inquiries, were subject to exemption, and which could not be
11 certified because any deviations from Defendants' alleged facially compliant policies were a
12 matter of preference.

13 41. The number of hours Class Counsel spent in this class action and the requested
14 hourly rates are reasonable and justify the granting of final approval to the Settlement and granting
15 Class Counsel's Motion for an Award of Attorneys' Fees and Costs and Class Representatives
16 Enhancement Payment.

17 42. Class Counsel's representation of Plaintiffs and the Class Members was entirely
18 contingent on winning their wage and hour claims and collecting an award of attorneys' fees.
19 Plaintiffs were not able and are not responsible for paying our fees, and my firm would only collect
20 attorneys' fees if we were successful in prosecuting the claims on their behalf. To date, Class
21 Counsel has invested approximately 600.7 attorney hours litigating this matter.

22 43. Class Counsel's skill and experience support their hourly rates ranging from
23 \$525 to \$900, which are well within the rates typically approved in wage and hour class action
24 litigation in California and have been approved by numerous state and federal courts in
25 California.

26 44. We respectfully submit the fees provision of the Settlement is fair and reasonable
27 both when cross-checked under the lodestar and common fund method. The total billable hours
28 that I and my firm have invested and will invest in prosecuting this action, should the settlement

1 be approved by this honorable Court, is substantial, and the lodestar is far in excess of the
2 requested award. I respectfully submit that our fees and costs request is fair and reasonable
3 because we have expended substantial time and effort in achieving the proposed Settlement,
4 including the following tasks: investigating the factual and legal basis of the action prior to filing
5 and after filing the action; analyzing documents provided by Plaintiffs; analyzing policy, time
6 and payroll documents; investigating Defendants' organization and structure from publicly
7 available information; preparing the Complaint; day to day case management and development;
8 preparing and reviewing formal and informal discovery; engaging in meet and confer efforts
9 regarding discovery; reviewing and analyzing hundreds of pages of documents, including certain
10 class-wide time keeping and payroll information; conversations with defense counsel regarding
11 the claims alleged in this action, the information needed for analysis, and engaging in settlement
12 efforts; preparing complex damages analysis and extrapolation of damages to the entire Class;
13 preparing detailed analysis of the claims and defenses and conducting extensive research in
14 connection with the same; mediation due diligence; meeting with and interviewing numerous
15 witnesses and potential class members; drafting the mediation brief; working with an expert to
16 prepare for mediation; reviewing financial documents; working with a CPA in connection with
17 financial document review; conversations with defense counsel re Defendants' financial issues;
18 researching other settlements in similar circumstances; preparing for and attending a full day
19 mediation with Michelle Reinglass; negotiating and finalizing a Settlement with Defendants'
20 Counsel after the mediation; soliciting proposals from settlement administrators; drafting the
21 preliminary approval motion and supporting papers, drafting multiple rounds of supplemental
22 documents requested by the Court; appearing before the Court to apprise the court regarding
23 status and the notice procedures; working with defense counsel and the settlement administrator
24 in connection with the notice process; preparing the final approval motion and related
25 declarations; monitoring settlement administration; and preparing the motion for attorneys' fees
26 and costs. As such, I respectfully submit that a lodestar cross-check supports the reasonableness
27 of the requested fees. If the Court wishes, we will provide detailed billing records to date.

28 45. I am the Founding Partner at James Hawkins, APLC and have devoted

1 approximately 115 hours in prosecuting this case on behalf of Plaintiffs and the Class. I
2 graduated from the University of California, Los Angeles in 1993 and received my law degree
3 from Whittier Law School in 1997. I was also a full-time Judicial Extern for United States District
4 Judge Consuelo B. Marshall and the United States Attorney's Office. I have been a member of the
5 State Bar of California since 1997. From 1997 to 2007, I was a named partner at Hawkins &
6 Sofonio, a law firm based out of Irvine, California. At Hawkins & Sofonio, I pioneered the
7 employment department litigating plaintiff related employment issues such as wrongful
8 termination, age discrimination, disability, wage and hour, and sexual harassment claims. Through
9 the success and experience I obtained litigating employment related matters, I commenced
10 litigating wage and hour class actions in 2002. Since then, I have spent the vast majority of my
11 practice litigating Wage and Hour Class Actions. In 2007, I incorporated my wage and hour class
12 action practice as James Hawkins, APLC. Since its inception, this law firm has been exclusively
13 involved in class action and complex litigation. In 2009, I opened an additional office in Miami,
14 Florida, prosecuting wage and hour class actions. Since 2002, I have been lead or co-lead counsel
15 in hundreds of wage and hour class actions. My hourly rate is \$900 per hour. The number of hours
16 I have expended for work performed and the corresponding attorney's fees of \$103,500.00 are
17 reasonable and necessary.

18
19 46. Christina Lucio is Of Counsel to James Hawkins, APLC and has been the lead
20 attorney on this case since Alaine She has devoted 251.2 hours in prosecuting the Actions. Ms.
21 Lucio graduated from the University of California, Riverside in 2003 and received her law
22 degree from the University of Southern California, Gould School of Law (USC Law School) in
23 2007. She has been a member of the State Bar of California since 2007 and is a member of the
24 Labor and Employment Law section of the California Bar Association and American Bar
25 Association. She was selected as a "Rising Star" for 2015 by Super Lawyers Magazine. Ms.
26 Lucio focuses primarily on employment law including wrongful termination, discrimination,
27 retaliation, wage and hour violations (individual and class action), and sexual harassment claims.
28 In recent years, a substantial part of her practice has been focused on class actions, including

1 wage and hour litigation. Ms. Lucio's hourly rate is \$600 per hour. The number of hours Ms.
2 Lucio expended for work performed and the corresponding attorney's fees of \$150,720.00 are
3 reasonable and necessary.

4 47. Mitchell Murray is Of Counsel to James Hawkins APLC. Mr. Murray is a 2007
5 graduate of the University of California, San Diego and 2012 graduate of California Western
6 School of Law. He was admitted to the State Bar of California in 2012. He is a member of the
7 Consumers Attorneys of San Diego. He was selected as a "Rising Star" in 2019 by Super
8 Lawyers Magazine. Mr. Murray's legal experience has focused primarily on employment law.
9 Since 2016, he has focused his practice in the area of wage and hour class action. Mr. Murray
10 has dedicated 76 hours in prosecuting this action on behalf of Plaintiffs and the class. The
11 number of hours expended by Mr. Murray for work performed and the corresponding attorney's
12 fees of \$39,900.00 are reasonable and necessary.

13 48. Alaine Patti-Jelsvik is no longer with our firm, but she was responsible for a large
14 portion of the attorney hours our firm incurred, and was the primary attorney in charge of the
15 day-to-day correspondence, filings, and prosecution of the case on behalf of the Class in the
16 infancy of this case. Ms. Patti-Jelsvik is a very experienced attorney practicing since 1998, with
17 significant experience in complex civil litigation and in wage and hour class actions. She
18 produced exceptional results for our clients and the classes she represented in the numerous wage
19 and hour class action litigations she attended to for our firm. Ms. Patti-Jelsvik dedicated 108.5
20 hours in prosecuting this action on behalf of Plaintiffs and the class. The number of hours she
21 expended and the corresponding attorney's fees of \$56,962.50 are reasonable and necessary.

22 49. Based on those hours, my firm has incurred the following attorney lodestar hours
23 of approximately \$352,945.00 in attorneys' fees, summarized below:
24

25

Attorney Name	Total Hours	Hourly Rate	Lodestar
James R. Hawkins	115	\$900.00	\$103,500.00

26
27
28

Christina M. Lucio	251.2	\$600.00	\$150,720.00
Alaine Patti-Jelsvik	108.5	\$525.00	\$56,962.50
Mitchell J. Murray	76	\$525.00	\$39,900.00
Paralegal	50	\$200.00	\$10,000.00
Total	600.7		\$361,082.50

50. In addition to the requested attorneys' fees, our office has expended in excess of the \$15,000 preliminarily approved. We have incurred approximately \$15,299.30 (up to \$15,000 preliminarily approved) in costs in prosecuting this action, including fees associated with mediation, filing fees and service charges, legal research costs, and copying fees which are normally billed to and paid by the client. These costs have been necessary costs associated with the prosecution of this important matter. I respectfully request that the Court grant the request for reimbursement of these costs in accordance with the Settlement Agreement. (See **Exhibit 11**).

51. The hourly charged by JHAPLC are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. These hourly rates have been approved by the California Superior Courts and the United States District Courts of California. See, e.g., *Vigueras v. Red Robin Int'l (C.D.Cal. Dec. 2, 2020, No. SACV 17-1422 JVS (DFMx))* 2020 U.S. Dist. LEXIS 262135, at *15.). (finding James Hawkins APLC's attorneys' rates consistent with their experience and the prevailing rates in the community).

52. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees. The reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal 2011 Billing Survey. (See *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when

1 compared within 21 other firms practicing in the Southern District of California)). Numerous
2 California firms provided their hourly billing rates in connection with a survey conducted by the
3 National Law Journal. Of these California law firms, ten regularly charge hourly rates of \$660,
4 \$795, \$850, and even \$980 per hour. A true and correct copy of this National Law Journal 2011
5 survey is attached hereto as **Exhibit 12**.

6 53. Class Counsel respectfully requests the Court award its fees in accordance with
7 the percentage of the common fund approach, based upon a reasonable contingency fee on the
8 Settlement Amount. (*See Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480). The
9 total billable hours Class Counsel has invested and will continue to invest in prosecution of this
10 action, should they be approved by the Court, have been substantial. As detailed above, Class
11 Counsel has spent over 500 hours over nine years prosecuting this case. Plaintiffs and Class
12 Counsel respectfully submit the fees provision of the Settlement is fair and can be cross-checked
13 for reasonableness under lodestar.

14 54. My firm has been the only counsel to represent Plaintiffs and the Class in this
15 matter, and we have borne the entire risk and cost of this litigation on a pure contingency basis.
16 The issues and arguments Class Counsel has encountered and overcome in arriving at the parties'
17 negotiated settlement terms were also many and complex and required skillful advocacy that can
18 arise only out of experience, professional perspective, and success. Such claims are complex,
19 evidence intensive, and nuanced, and can be very challenging to certify. The Settlement was only
20 possible because Class Counsel was able to convince Defendants that Plaintiffs could prevail on
21 their motion for class certification and other disputed legal issues regarding liability as well as
22 prove damages at trial.

23 55. To date, Class Counsel has not received any compensation and expended
24 litigation costs on behalf of the Class. Class action contingency cases are inherently risky. Upon
25 retention, counsel makes a commitment to litigate the case through trial. These types of cases
26 can take years, hundreds of hours of work and enormous amount of money. The risks involved
27 coupled with the contingency basis of the case further support Class Counsel's request for
28 attorneys' fees and costs.

1 56. In sum, despite the complexity of the case and financial woes of Defendants,
2 Class Counsel has, through the investment of substantial effort and the resources of my law firm,
3 been able to secure a settlement on behalf of the Class. Plaintiffs would have faced substantial
4 legal and factual obstacles in demonstrating that class certification was appropriate. Plaintiffs
5 would also have been required to establish a significant amount of witness testimony, pattern and
6 practice evidence, statistical evidence, sampling evidence, expert testimony, and other evidence
7 in order to present their case both at the class certification stage and trial. Defendants have
8 vigorously contested liability, the amount of claimed damages, and the propriety of class
9 certification, and would have continued to do so through trial. Moreover, even if Plaintiffs had
10 prevailed through trial on behalf of the Class, there was a substantial likelihood that it would
11 have been a pyrrhic victory as Defendants' indicated that such continued litigation and judgment
12 would drive them to cease operations and/or declare bankruptcy—leading to no recovery for
13 Plaintiffs and the Class at all. Class Counsel's prior experiences allowed us to competently
14 evaluate the claims, settlement versus trial on a fully informed basis, and the viability of
15 Defendants' defenses. As such, we respectfully submit the Court should grant the motion for
16 Attorneys' Fees, Costs and Enhancement Awards as requested.

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

19 Executed on May 23, 2022 at Irvine, California.

20
21 
22 _____
James R. Hawkins

EXHIBIT 1

SETTLEMENT AND RELEASE AGREEMENT

RECITALS

1. This Joint Stipulation of Settlement and Release ("Settlement Agreement") is made and entered into by and between plaintiffs Efrain Sanchez, Alejandro Ruiz and Luis Franco (collectively "Sanchez") on behalf of themselves and all others similarly situated individuals ("Plaintiffs"), and defendants Grupo Deco California Corporation, a California Corporation, Grupo Deco America Corporation, a Delaware Corporation and Deco California Insurance Agency, a California Corporation (hereafter collectively "Defendants" or "Grupo Deco") and their respective counsel of record. Pursuant to this Settlement Agreement, Deco California Insurance Agency, a California Corporation, will be added as a Defendant in this action. This Settlement Agreement is subject to court approval.
2. The Plaintiffs and Defendants are collectively referred to as "the Parties."
3. As used hereafter, "Settlement Class Counsel" refers to James Hawkins APLC (by James Hawkins and Christina Lucio).
4. "Defendants' Counsel" refers collectively to The Law Office of David J. Hamilton (by David J. Hamilton) and the Law Office of Joseph D. Tuchmayer (by Joseph D. Tuchmayer).
5. On November 6, 2013, Sanchez filed a Complaint in Superior Court for the County of Los Angeles, Case No. BC526934, on behalf of himself and all others similarly situated naming Grupo Deco as defendant. The case was assigned to Judge Kenneth R. Freeman. Sanchez filed a First Amended Complaint on or about May 28, 2015 (hereafter the "First Amended Complaint") and purported to allege therein class action and Private Attorney General Act ("PAGA") claims for (1) breach of contract and the implied covenant of good faith and fair dealing, (2) failure

to pay overtime wages, (3) failure to pay minimum wages, (4) failure to reimburse necessary expenditures, (5) failure to provide meal periods, (6) failure to authorize and permit rest periods, (7) failure to provide with accurate itemized wage statements, (8) failure to pay wages owed upon separation from employment, (9) unfair competition, and, (10) violation of Labor Code Section 2698, *et seq.*

6. The Parties convened a day-long mediation on March 7, 2017, with Michelle Reinglass as Mediator. The Parties were unable to resolve the matter at that time but with the continued involvement of the mediator were able to come to an agreement.

7. Grupo Deco denied and continues to deny any liability and/or wrongdoing alleged in the First Amended Complaint and further asserts that, for any purpose other than settlement, this action is not appropriate for class treatment.

8. Plaintiffs believe they have filed a meritorious action based on alleged violations of California's wage and hour laws and that class certification is appropriate because the requisites for class certification can be satisfied in this case.

9. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the First Amended Complaint which exist between them.

10. It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release of all disputes and claims arising from or related to the First Amended Complaint which exist between them, which release includes in its effect Defendants, and all present and former parent companies, subsidiaries, related entities, shareholders, officers, directors, employees, agents, independent contractors, partners, limited partners, general partners, spouses, descendants, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns of Defendants.

11. Settlement Class Counsel has conducted a thorough investigation into the facts of the First Amended Complaint, including an extensive review of documents and data, including without limitation financial documents including without limitation tax returns and has diligently pursued an investigation of Settlement Class Members' claims against Grupo Deco. Based on Settlement Class Counsel's independent investigation and evaluation, Settlement Class Counsel is of the opinion that the settlement with Grupo Deco for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable and adequate, and is in the best interest of the class defined below in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Grupo Deco, the current and projected status of the economy with respect to the funeral home industry in general and pre-need funeral contracts in particular, Grupo Deco's relative size and financial position within that industry, Grupo Deco's current financial condition and numerous potential appellate issues. Grupo Deco and Defendants' counsel also agree that the settlement is fair and in the best interest of the Settlement Class.

CLASS CERTIFICATION

12. The Parties propose that the named plaintiffs, Sanchez, Ruiz and Franco represent the following class or classes *for the purposes of settlement only*:

All individuals who were employed as non-exempt employees by Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and/or Deco California Insurance Agency (hereafter "Defendants") -- including without limitation pre-need agents (hereafter "Pre-Need Agent") by Defendants to sell pre-need policies in the State of California at any time and who earned a commission from selling pre-need policies for Defendants -- from November 6, 2009 to the date of preliminary approval.

The Parties stipulate and agree that named plaintiffs Efrain Sanchez, Alejandro Ruiz and Luis Franco are appropriate class representatives for this settlement class as they are former non-exempt employees of Defendants who also sold pre-need policies during the relevant time frame and their claims are typical of the Settlement Class they seek to represent (hereafter "Class Representatives").

TERMS OF SETTLEMENT

13. Grupo Deco's total payment under this Settlement Agreement, including but not limited to payments to the Settlement Class, payments to Settlement Class Counsel for attorneys' fees and costs, costs of Settlement Administration, and payments to the Class Representatives is **Eighty Thousand Dollars (\$80,000.00)** (the "Settlement Fund"). Under no circumstances shall Grupo Deco be required to spend more than Eighty Thousand Dollars (\$80,000.00), in total, for any reason or anything under this Settlement Agreement except to pay the employer's share of payroll taxes or as otherwise hereafter specified.

14. Settlement Class Counsel will apply to the Court for, and Grupo Deco will not oppose, payment from the Settlement Fund not to exceed thirty-three and one-third percent (33 1/3%) of the Settlement Fund in attorneys' fees.

15. Settlement Class Counsel will apply to the court for, and Grupo Deco will not oppose, payment from the Settlement Fund of up to Fifteen Thousand Dollars (\$15,000) in costs.

16. The amounts specified in Paragraphs 14 and 15 shall collectively compensate Settlement Class Counsel for all fees and costs incurred to date and to be incurred in the future related to this matter, including without limitation, filing fees, deposition fees, mediation fees and expert fees as well as all such fees and costs incurred in documenting the settlement, securing Court approval of the settlement, monitoring

the settlement, obtaining judgment in the action and prosecuting or defending any appeal.

17. Settlement Class Counsel will apply to the Court for, and Defendants will not oppose incentive payments not to exceed Two Thousand Five Hundred Dollars (\$2,500.00) each (which will be reported on an IRS form 1099) from the Settlement Fund to Sanchez, Ruiz and Franco for their service as Class Representatives.

18. Settlement Class Counsel will apply to the Court for, and Defendants will not oppose “Settlement Administration Costs” in an amount of up to Twelve Thousand Dollars (\$12,000.00). “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translation into Spanish and mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and distribution of funds (via checks or otherwise) to Class Counsel for attorneys’ fees and costs, to Ruiz, Sanchez, and Franco for their service as Class Representatives, and to the Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties, all pursuant to the terms of this Agreement.

19. The Parties have agreed to retain ILYM Group, Inc., as the Settlement Administrator.

20. The Parties have also agreed to allocate One Thousand Dollars (\$1,000) as a PAGA penalty payment to settle any and all claims for which penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. (“PAGA”) may be sought or are otherwise available as set forth in the operative complaint. Seventy-five percent (75%) of this amount or \$750 will be paid to the LWDA and twenty-five percent (25%) of this amount or \$250 will be distributed to the Class as

part of the Net Settlement Fund. The LWDA will be provided with a copy of this settlement agreement and included on the proof of service.

21. The remaining amount of the Settlement Fund (after deduction of the amounts set forth in paragraphs 14-20), hereafter the “Net Settlement Fund” shall be distributed in “Individual Settlement Payments” according to the point system set forth below in this Paragraph 21. The Net Settlement Fund shall be distributed according to the following formula:

- a. **One (1) point** for each month an individual was on the payroll of Defendants at any time from November 6, 2009 to the date of entry of the Preliminary Approval Order and employed as a non-exempt employee.
- b. **Two (2) points** for each commissioned pre-need sale made by a non-exempt from November 6, 2009 to the date of entry of the Preliminary Approval Order. “Commissioned pre-need sales” are limited to sales in which the purchaser did not revoke or otherwise cause the sale to be cancelled (including without limitation by a failure to make required payments) within twelve months of the date the sales contract was executed by the purchaser. In the event the twelve month period has not elapsed by the date of entry of the Preliminary Approval Order with respect to a sales contract, that contract shall be treated as a completed sale.
- c. The value of each point will be determined by dividing the Net Settlement Fund by the total number of points derived from the sum of a. and b. above. The estimated amount due to a Settlement Class Member shall be the value of a single point multiplied by the total points available to that Settlement Class Member.
- d. If an individual was not on the payroll for at least fifteen (15) days during

a month, that individual shall not receive a point for that month.

22. Each Individual Settlement Payment will represent wages, interest, penalties, and expense reimbursement allocated using the following formula: 15% allocated to wages; 80% to expense reimbursement; and 5% allocated to penalties and interest. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable payroll withholdings and deductions, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the expense reimbursement, interest and penalty portions of the Individual Settlement Payments.

23. This Settlement Agreement shall become effective on the "Effective Date". "Effective Date" means sixty-one (61) calendar days plus two court days after the entry of the Final Approval Order and Judgment. However, in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the "Effective Date" shall instead mean two (2) court days after the date that such appeal or other reconsideration or review has been finally concluded in favor of the Final Approval Order and Judgment and the Final Approval Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise. The disposition entered by the Court will not adjudicate the merits of the action or the liability of the Parties resulting from the allegations of the action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, pursuant to Code of Civil Procedure Section 664.4, the Court shall retain continuing jurisdiction over this action and over all Parties and Settlement Class Members to enforce and effectuate the terms and intent of this Agreement.

24. Defendants will fund the Settlement Fund by making equal payments every 90 days, with the first payment made into the Settlement Fund within 60 days of the Effective Date. Every payment into the Settlement Fund shall be in the amount of \$5,714.29, except the last payment (1260 days after the Effective Date) which shall be in the amount of \$5,714.23. In order to reduce the costs of administration, the Settlement Fund will be distributed by mail in two installments with the first distribution made within 600 days of the Effective Date specified in Paragraph 22, above, and the second distribution will be made within twenty days after the last payment is made by Defendants into the Settlement Fund. Amounts due to Settlement Class Counsel for attorney's fees and costs, and payments to the Class Representatives shall be treated in the same fashion as distributions to the Settlement Class. The Settlement Administrator shall be paid up to \$12,000 from the initial payments made by Defendants.

25. As the Parties believe in good faith that they have identified all potential members of any class identified above, qualified claimants will include only those individuals of the Settlement Class identified and who are provided with a Notice of Pendency of Class Action and of Settlement of Class Action, Settlement Hearing and Right to Appear as set forth below.

NOTICE TO THE PLAINTIFF CLASS

26. A Class Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for Court Approval ("Class Notice") substantially in the form attached as Exhibit "A" and approved by the Court shall be sent by the Settlement Administrator to each Settlement Class Member. Attached to the Class Notice will be a Request for Exclusion Form ("Opt Out" Form) substantially in the form attached as Exhibit "B" and approved by the Court which also shall be sent by the Settlement

Administrator to each Settlement Class Member.

27. Defendants' Counsel shall provide to the Settlement Administrator and to Settlement Class Counsel, within two (2) calendar days following the Preliminary Approval Date, an updated database of all putative Settlement Class Members, including last known street address, email address and telephone number, Grupo Deco's identification number and dates they were on a Grupo Deco payroll as a putative Settlement Class Member. In addition, Defendants' Counsel shall provide the number of pre-need sales made by each putative Class Member as defined in Paragraphs 12 and 21(b), above. Except for the names of all putative Settlement Class Members, all other information pertaining to putative Settlement Class Members is confidential information and shall not to be disclosed to the Class Representatives or anyone else who is not directly assisting Settlement Class Counsel.

28. Within seven (7) calendar days of the entering of an order granting preliminary approval of the settlement and Class Notice, the Settlement Administrator shall update the addresses using the United States Postal Service's NCOALink system.

29. Within fourteen (14) calendar days of the entering of an order granting preliminary approval of the settlement, the Settlement Administrator shall mail a Notice Packet by First Class United States Mail to each Settlement Class Member. The Notice Packet shall consist of the Class Notice (in both English and Spanish) attached hereto as Exhibit A and the Opt Out Form attached as Exhibit B.

30. Also within fourteen (14) calendar days of the entering of an order granting preliminary approval of the settlement and Class Notice, the Notice Packet shall be *emailed* to each Settlement Class Member for whom there is a known email address

by the Settlement Administrator.

31. If any Class Notices are returned as undeliverable, the Class Administrator shall within two (2) days attempt to contact such persons via telephone and email and obtain a current address and to the extent a more current address is obtained, mail a Notice Packet within one (1) business day of receiving the updated address. If a Class Notice is returned from the initial notice mailing and the foregoing efforts are not successful, the Settlement Administrator shall conduct a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address affixed thereto. The same procedure will be followed with regard to checks.

32. Settlement Class Counsel shall have the right in its discretion to take appropriate steps to locate and assist Settlement Class Members to participate in the Settlement.

33. The Settlement Administrator shall provide the Court, at least ten (10) days prior to the final fairness hearing, a declaration of due diligence and a declaration of mailing with regard to the mailing of the Class Notice.

34. Each Class Notice will set forth (i) the number of months a Settlement Class Member was employed by Grupo Deco during the relevant time period set forth in Paragraph 21, (ii) the total number of points assigned to the Settlement Class Member by Defense Counsel and Settlement Class Counsel as calculated pursuant Paragraph 20, (iii) the estimated value of each point and, (4) the estimated disbursement to each Settlement Class Member. The Settlement Class Members

may challenge any aspect of the settlement, including any of the data or calculations as provided in the Class Notice and as defined in Paragraph 21 and in Paragraph 37. The Class Notice shall include (1) the right to opt out of the Class, (2) the right to objection to this settlement, and (3) the right to appear at the Final Fairness and Approval Hearing, prior to final approval of this settlement.

OPT OUT AND OBJECTIONS RIGHTS AND PROCEDURES

35. Settlement Class Members may opt out by submitting the “Opt Out” Form within the time provided. Subject to Court approval, Defense Counsel and Settlement Class Counsel will resolve any challenges to any calculations of amounts due under the distribution formula and the timeliness of any challenges or opt out notices and make a final and binding determination without hearing or right of appeal.

36. A Settlement Class Member may object to the terms of the settlement. However, if the Court rejects such objection, the Settlement Class Member will still be bound by the terms of the settlement. A Settlement Class Member may not submit both an Opt Out Form and an Objection. If a Settlement Class Member submits both an Objection and an Opt Out Form, the Opt Out Form will be accepted, and the Objection will be rejected. If a Settlement Class Member chooses to object to the settlement, that person may appear at the Final Fairness and Approval Hearing, in *propria persona* or through counsel at that person’s own cost. Written objections should be sent to the Settlement Administrator and should include the name, address, dates of employment with Defendants, the last four digits of the person’s social security number, and a detailed statement of the specific reason for each objection and any legal support for each objection, as well as any supporting documents, briefs, exhibits or other materials. Written objections must be signed by the

individual or that person's attorney, and it must also state whether the person or attorney intends to appear at the Final Fairness and Approval Hearing. Within two business days of receipt, the Settlement Administrator will provide the Objection and any related documents to Settlement Class Counsel who will then file the Objection with the Court. Any written objection must be postmarked no more than forty-five (45) after the Class Notice was mailed in order to be considered by the Court.

37. If a Settlement Class Member believes that the calculations of the amount that may be due to that person under the Settlement Agreement are incorrect that person must promptly send a letter explaining the reason(s) the person believes the calculation is incorrect together with any supporting documents to Defendants' Counsel with a copy to Settlement Class Counsel at the addresses set forth below. Defendants' Counsel and Settlement Class Counsel will review and respond to the letter within five business days of receipt; however, their decision on matters is final and the Settlement Class Member's only recourse if that person continues to disagree will be to opt out of the class or formally object to the Settlement Agreement.

38. No Opt Out Form will be honored if postmarked more than forty-five (45) days after the Class Notice was mailed. The Administrator shall provide a certification to Class Settlement Counsel and Defendants' Counsel of the date or dates on which the Notices were mailed.

39. All original Opt Out Forms shall be sent directly to the Administrator at the address indicated on the Opt Out Form. The Administrator will certify what Opt Out Forms were timely received.

DISBURSEMENT OF FUNDS

40. The Administrator shall be responsible for issuing the payments and preparing the appropriate W-2s, 1099 forms, and any other documentation required by governmental authorities with respect to the disbursements herein. Upon completion of its calculation of payments, the Administrator shall provide Counsel for the Parties with a report listing the amount of all payments to be made to each qualified claimant taking into account any Opt Outs. A declaration of payment will be provided to the Parties and may be filed with the Court.

41. Recipients of any disbursements herein shall have one hundred and eighty (180) calendar days after mailing by the Administrator to cash their settlement checks.

42. If any checks are returned to the Class Administrator as undeliverable, the Class Administrator shall within two (2) days seek to update the address using the NCOA database, and attempt to contact such persons via telephone and email and obtain a more current address. To the extent a more current address is obtained, the Class Administrator shall re-mail the check within one (1) business day of receiving the updated address.

43. To the extent that an Individual Settlement Payment check is (1) undeliverable after efforts by the Administrator in accordance with Paragraph 42 or (2) uncashed 180 days after the date listed on the check, the Individual Settlement Payment check shall be sent to the California Unclaimed Property Fund for the benefit of the Settlement Class Member to whom the Individual Settlement Payment check is addressed.

RELEASE BY THE CLASS

44. Upon the Effective Date of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Settlement Class, including Named Plaintiffs Sanchez, Ruiz and Franco and each member of the Settlement Class fully releases and discharges Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and Deco California Insurance Agency, and all of its and their present and former parent companies, subsidiaries, related entities, partners, limited partners, affiliates, successors, assigns and general partners (the “Released Parties”), as well as their shareholders, officers, partners, directors, employees, agents, spouses, descendants, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns of the foregoing from the “Released Claims” which include any and all claims, debts, liabilities, demands, obligations, wages, salaries, commissions, penalties, costs, expenses, reimbursement for expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature that were alleged or could have been alleged in the First Amended Complaint based on the facts and circumstances alleged therein including without limitation any claims for unpaid wages (including wages in the form of commissions), minimum wage, overtime pay, expenses, penalties, liquidated damages, interest, costs or attorney’s fees under Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 510, 558, 1174, 1194, 1198, 2698 *et seq*, 2802 and any Industrial Wage Commission Wage Order, Business and Professions Code Section 17200 and/or damages relating to the payment of wages under local and/or state as set forth in the operative Complaint for the time period from November 6, 2009, up to and including the date of entry of preliminary approval.

RELEASE BY NAMED PLAINTIFFS SANCHEZ, RUIZ AND FRANCO

45. Upon the Effective Date of this Settlement Agreement, on behalf of Sanchez, Ruiz and Franco and each of them individually, fully release and discharge Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and Deco California Insurance Agency, and all of its and their present and former parent companies, subsidiaries, related entities, partners, limited partners, general partners including without limitation their shareholders, officers, partners, directors, employees, agents, spouses, descendants, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns (collectively “Releasees”) of the foregoing from any and all claims, debts, liabilities, demands, obligations, wages, salaries, commissions, penalties, costs, expenses, reimbursement for expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature that were alleged or could have been alleged in the First Amended Complaint including without limitation any claims for unpaid wages (including wages in the form of commissions), minimum wage, overtime pay, expenses, penalties, liquidated damages, interest, costs or attorney’s fees under Labor Code Sections 201, 202, 203, 212, 225.5, 226, 226.3, 226.7, 510, 551, 552, 558, 1174, 1194, 1198, 2698 *et seq*, 2753, 2698, 2802 and any Industrial Wage Commission Wage Order, Business and Professions Code Section 17200, the Fair Labor Standards Act, as amended, and/or damages relating to the payment of wages under local, state and/or federal law up to and including the date of entry of the Final Approval order and Judgment and including without limitation any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and all charges, complaints, claims or pleadings filed by any Named Plaintiff against any Releasee prior to the date of entry of the Final Approval order and Judgment hereof with any city, county, state or federal agency, commission, office or tribunal whatsoever in

connection with any Named Plaintiffs' relationship with any Releasee including any termination of employment therefrom; or arising out of or in any way connected with any transactions, occurrences, act or omissions occurring prior to the date of entry of the Final Approval order and Judgment in any way related to any Named Plaintiffs' relationship with the defendant or any Releasee or termination of that relationship including specifically and without limiting the generality of the foregoing, any claim for salary, wages, overtime pay, bonuses, piece rate compensation, commissions, expenses including without limitation mileage and cell phone reimbursements, sick pay, vacation pay, meal or rest period pay, penalties, liquidated damages, interest, emotional distress, pain and suffering, punitive damages, costs or attorneys fees under any section of the California Labor Code or California Business and Professions Code Section 17200 *et seq.*, any California Industrial Wage Commission Order, the Fair Labor Standards Act as amended, the Age Discrimination in Employment Act as amended, Title VII of the Civil Rights Act of 1964 as amended, the California Fair Employment and Housing Act as amended, the Americans With Disabilities Act, any claim for wrongful termination, wrongful termination in violation of public policy, harassment, retaliation, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, invasion of privacy or any common law claim for continued employment, wages, severance pay, bonus, expenses, penalties, interest, attorney's fees, piece rate compensation, commissions, sick leave, holiday pay, vacation pay, life insurance, health and medical insurance or any other fringe benefit or disability. Named Plaintiffs acknowledge that they may

hereafter discover claims or facts in addition to or different from those which they now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, the Named Plaintiffs hereby waive any right, claim or causes of action that might arise as a result of such different or additional claims or facts. Named Plaintiffs hereby expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code and expressly consent that this Agreement shall be given full force and effect according to each of its express terms and provisions, including as well those related to unknown and unsuspected claims, demands and causes of action, if any, as those relating to any other claims, demands and causes of action specified above. Section 1542 provides “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” *This paragraph 45 applies only to Named Plaintiffs Sanchez, Ruiz and Franco.*

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

46. The Parties shall promptly submit this Settlement Agreement to the Superior Court in support of the Stipulated Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. Defendants’ counsel shall prepare the Stipulated Motion for Preliminary Approval together with any Supplemental Stipulated Motion. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of a preliminary order substantially in the following form:

- a) Scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the class;
- b) Approving as to form and content the proposed Class Notice;
- c) Approving as to form and content the proposed Opt Out Form;
- d) Directing the mailing of the Class Notice and Opt Out Form by first class mail to the Settlement Class to the last known address by first class mail, postage prepaid and to the last known email address, if any;
- e) Preliminarily approving the settlement; and,
- f) Preliminarily certifying the class for purposes of settlement.

DUTIES OF THE PARTIES REGARDING FINAL COURT

APPROVAL

47. After Notice is provided to the Settlement Class, Defendants' counsel will prepare a motion for final approval and the Parties will jointly submit the motion for final approval. Class Settlement Counsel will prepare and submit a motion in support of its request for fees, costs, and class representative enhancements. Following final approval by the Court of the settlement provided for in this Settlement Agreement, Defendants' Counsel will prepare, and the Parties will jointly submit a proposed final order and judgment:

- a) Certifying the Settlement Class;
- b) Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- c) Approving Settlement Class Counsel's application for an award of attorney's fees and costs;
- d) Approving the Incentive Payments to Sanchez, Ruiz and Franco;

e) Releasing the Released Claims of the Settlement Class in accordance with the Agreement and permanently barring the Settlement Class including Named Plaintiffs Ruiz, Sanchez and Franco and each member of the Settlement Class from prosecuting against any of the Released Parties including without limitation Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and Deco California Insurance Agency, and all of its and their present and former parent companies, subsidiaries, related entities, partners, limited partners, affiliates, successors, assigns and general partners, as well as their shareholders, officers, partners, directors, employees, agents, spouses, descendants, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns and any of the Released Claims including any and all claims, debts, liabilities, demands, obligations, wages, salaries, commissions, penalties, costs, expenses, reimbursement for expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature that were alleged or could have been alleged in the First Amended Complaint based on the facts and circumstances alleged therein including without limitation any claims for unpaid wages (including wages in the form of commissions), minimum wage, overtime pay, expenses, penalties, liquidated damages, interest, costs or attorney's fees under Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 510, 558, 1174, 1194, 1198, 2698 *et seq*, 2802 and any Industrial Wage Commission Wage Order, Business and Professions Code Section 17200 and/or damages relating to the payment of wages under local and/or state federal law as set forth in the operative Complaint or the time period from November 6, 2009 up to and including the date of entry of preliminary approval. This release shall become effective on the Effective Date.

f) On behalf of Sanchez, Ruiz and Franco and each of them individually,

permanently barring them from prosecuting against any of the Released Parties and fully releasing and discharging the Released Parties including without limitation, Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and Deco California Insurance Agency, and all of its and their present and former parent companies, subsidiaries, related entities, partners, limited partners, general partners including without limitation their shareholders, officers, partners, directors, employees, agents, spouses, descendants, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns (collectively “Releasees”) of the foregoing from any and all claims, debts, liabilities, demands, obligations, wages, salaries, commissions, penalties, costs, expenses, reimbursement for expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature that were alleged or could have been alleged in the First Amended Complaint including without limitation any claims for unpaid wages (including wages in the form of commissions), minimum wage, overtime pay, expenses, penalties, liquidated damages, interest, costs or attorney’s fees under Labor Code Sections 98, 98.2, 201, 202, 203, 212, 225.5, 226, 226.3, 226.7, 510, 551, 552, 558, 1174, 1194, 1198, 2698 *et seq*, 2753, 2698, 2802 and any Industrial Wage Commission Wage Order, Business and Professions Code Section 17200, the Fair Labor Standards Act, as amended, and/or damages relating to the payment of wages under local, state and/or federal law up to and including the date of entry of the Final Approval order and Judgment and including without limitation any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and all charges, complaints, claims or pleadings filed by any Named Plaintiff against any Releasee prior to the date of entry of the Final Approval order and Judgment hereof with any city, county, state or federal agency, commission, office or tribunal whatsoever in connection with any

Named Plaintiffs' relationship with any Releasee including any termination of employment therefrom; or arising out of or in any way connected with any transactions, occurrences, act or omissions occurring prior to the date of entry of the Final Approval order and Judgment in any way related to any Named Plaintiffs' relationship with the defendant or any Releasee or termination of that relationship including specifically and without limiting the generality of the foregoing, any claim for salary, wages, overtime pay, bonuses, piece rate compensation, commissions, expenses including without limitation mileage and cell phone reimbursements, sick pay, vacation pay, meal or rest period pay, penalties, liquidated damages, interest, emotional distress, pain and suffering, punitive damages, costs or attorneys fees under any section of the California Labor Code or California Business and Professions Code Section 17200 *et seq.*, any California Industrial Wage Commission Order, the Fair Labor Standards Act as amended, the Age Discrimination in Employment Act as amended, Title VII of the Civil Rights Act of 1964 as amended, the California Fair Employment and Housing Act as amended, the Americans With Disabilities Act, any claim for wrongful termination, wrongful termination in violation of public policy, harassment, retaliation, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, invasion of privacy or any common law claim for continued employment, wages, severance pay, bonus, expenses, penalties, interest, attorney's fees, piece rate compensation, commissions, sick leave, holiday pay, vacation pay, life insurance, health and medical insurance or any other fringe benefit or disability.

VOIDING THE SETTLEMENT AGREEMENT

48. Plaintiffs and/or Grupo Deco may, but are not required to, withdraw from and void this Settlement Agreement should twenty-five percent (25%) or more of the Settlement Class opt out of the settlement, by providing notice to the other side within seven (7) calendar days after the party receives a list of those Settlement Class Members who opted out of the settlement.

49. The Parties agree not to encourage any class member or group of Settlement Class Members to opt out of the settlement.

PARTIES' AUTHORITY

50. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

MUTUAL FULL COOPERATION

51. The Parties agree to fully cooperate with one another to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Settlement Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

NO ADMISSION

52. This Settlement Agreement is not to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of

the Released Parties. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to the Federal Rules of Evidence and the California Evidence Code Section 1152, be inadmissible in evidence in any proceeding in order to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Settlement Agreement.

TAXES

53. Except as expressly provided herein, the recipient of any payment herein, including without limitation any Settlement Class Member, Settlement Class Representative or Settlement Class Counsel, shall be exclusively liable for the payment of all federal and state taxes if any should be found due as the result of the consideration received from this Settlement Agreement and the recipient shall make payments on such taxes, if any, at the time and in the amount required of the recipient. Notwithstanding the foregoing, no Class Member shall be liable for any federal or state employment tax if any should be found due as a result of the consideration received from this settlement if such employment tax would normally be paid by an employer without deduction from an employee's gross wages, including without limitation, the employer's share of FICA and Medicare taxes and California SDI premiums.

NOTICES

54. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be in writing and shall be deemed to have been given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as

follows:

To the Defendants:

Joseph D. Tuchmayer
The Law Office of Joseph D. Tuchmayer
888 South Figueroa, Suite 620
Los Angeles, California 90017

To the Settlement Class:

James Hawkins
Christina Lucio
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618

(All notices to Settlement Class Members shall be by first class mail, postage prepaid.)

CONSTRUCTION

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

CAPTIONS AND INTERPRETATIONS

56. Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

MODIFICATION

57. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties, and approved by the Court, except that any modifications to the scope of the release by the named plaintiff must be

signed by the named plaintiff. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

INTEGRATION

58. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are extinguished.

BINDING ON ASSIGNS

59. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Settlement Class Members and their respective heirs, trustees, executors, administrators, successors and assigns.

SETTLEMENT CLASS COUNSEL SIGNATORIES

60. It is agreed that because the members of the Settlement Class are sufficiently numerous, it is impractical to have each member of the class execute this Settlement Agreement. The Class Notice attached as Exhibit "A" will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each member of the Settlement Class.

COUNTERPARTS

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

PUBLIC COMMENT

62. The Parties and their counsel agree that they will not issue any press releases regarding the original complaint or the First Amended Complaint or the settlement of the First Amended Complaint or in way actively publicize the original complaint or the First Amended Complaint or this Settlement and will refrain from commenting if any inquiries are received.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

Dated: May ___, 2019

By _____
Efrain Sanchez
On behalf of himself and as a Class Representative

Dated: May ___, 2019

By _____
Alejandro Ruiz
On behalf of himself and as a Class Representative

Dated: May ___, 2019

By _____
Luis Franco
On behalf of himself and as a Class Representative

Dated: May ___, 2019

Grupo Deco California Corporation

By _____
Its _____

Dated: May ___, 2019

Grupo Deco America Corporation

By _____
Its _____

Dated: May ___, 2019

Deco California Insurance Agency, a California Corporation

By _____
Its _____

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

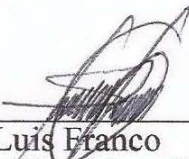
Dated: May ___, 2019

By _____
Efrain Sanchez
On behalf of himself and as a Class Representative

Dated: May ___, 2019

By _____
Alejandro Ruiz
On behalf of himself and as a Class Representative

Dated: May 15, 2019

By  _____
Luis Franco
On behalf of himself and as a Class Representative

Dated: May ___, 2019

Grupo Deco California Corporation

By _____
Its _____

Dated: May ___, 2019

Grupo Deco America Corporation

By _____
Its _____

Dated: May ___, 2019

Deco California Insurance Agency, a California Corporation

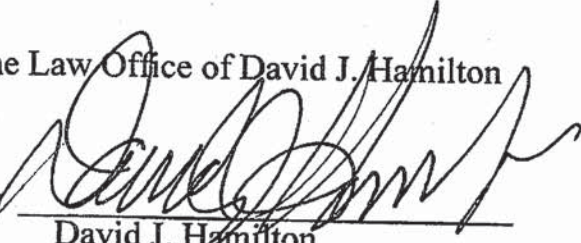
By _____
Its _____

Signatures of Legal Counsel

Dated: May 28, 2019

The Law Office of David J. Hamilton

By


David J. Hamilton

Dated: May 29, 2019

By


Joseph D. Tuchmayer
Attorneys for Defendants Grupo Deco California
Corporation, Grupo Deco America Corporation and
Deco California Insurance Agency

Dated: May 29, 2019 James Hawkins, APLC

By


James Hawkins
Christina Lucio
Attorneys for Plaintiffs Efrain Sanchez,
Alejandro Ruiz and Luis Franco and
Settlement Class Counsel

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION AND OF SETTLEMENT OF CLASS
ACTION, SETTLEMENT HEARING AND RIGHT TO APPEAR**

TO: All individuals who were employed as non-exempt employees by Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, an/or Deco California Insurance Agency (hereafter “Defendants”) -- including without limitation pre-need agents (hereafter “Pre-Need Agents”) to sell pre-need policies in the State of California at any time and who earned a commission from selling pre-need policies for Defendants – at any time from November 6, 2009 to the date of preliminary approval of the settlement of this class action lawsuit (the “Settlement Class”):

Please read this notice carefully. It relates to a proposed settlement of class action litigation. If you are a class member as described hereafter, it contains important information as to your right to make a claim for payment, to elect not to be included in the class, or to object to the proposed settlement, as further described below.

TO PARTICIPATE IN THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF A FINAL SETTLEMENT IS APPROVED BY THE COURT, YOU WILL RECEIVE APPROXIMATELY THE AMOUNT SET FORTH ON PAGE 5 BELOW.

THE PAYMENTS PURSUANT TO THIS SETTLEMENT WILL BE MADE OVER A PERIOD OF THREE YEARS. CLASS MEMBERS MUST KEEP THE SETTLEMENT ADMINISTRATOR APPRISED OF ANY CHANGES OF ADDRESS.

Pursuant to the order of the Los Angeles County Superior Court entered July ____, 2019, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement has been reached between the parties in an action captioned as *Efrain J. Sanchez v. Grupo Deco California, et al.*, Case No. BC526934, pending in the Superior Court of Los Angeles County, California on behalf of current and former non-exempt employees of Defendants who were employed by Defendants any time from November 6, 2009 and July ____, 2019. You have received this notice because records indicate that you may be one of these individuals.

DESCRIPTION OF THE LITIGATION

On November 6, 2013, Sanchez filed a Complaint in the Superior Court for the County of Los Angeles, Case No. BC526934, on behalf of himself and all others similarly situated naming Grupo Deco as defendant. The case was assigned to Judge Kenneth R. Freeman. Sanchez filed a First Amended Complaint on or about May 28, 2015 (hereafter the "First Amended Complaint") and purported to allege therein class action and Private Attorney General Act (“PAGA”) claims for (1) breach of contract and the implied covenant of good faith and fair dealing, (2) failure to pay overtime wages, (3) failure to pay minimum wages, (4) failure to reimburse necessary expenditures, (5) failure to provide meal periods, (6) failure to authorize and permit rest periods, (7) failure to provide with accurate itemized wage statements, (8) failure to pay wages owed upon separation from employment, (9) unfair competition, and, (10) violation of Labor Code Section 2698, *et seq.* (hereafter collectively the "Class Action Claims").

Defendants have vigorously denied and continue to deny any liability and/or wrongdoing alleged in the First Amended Complaint and further assert that, for any purpose other than settlement, this action is not appropriate for class treatment.

The Court has not decided whether Plaintiffs or Defendants will prevail in this litigation. Instead, the parties have agreed to settle this matter.

Since the lawsuit was filed, there has been ongoing investigation and information exchanged through formal and informal discovery. Furthermore, the parties participated in extensive settlement discussions including a mediation in March 2017. As a result of the arm's-length negotiations, the Parties have entered into a Settlement and Release Agreement to Settle the Class Action ("Settlement Agreement"), which has been given preliminary approval by the Court. The Settlement Class Representatives and Settlement Class Counsel support this settlement. Among the reasons for their support are the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the current and projected status of the economy and Defendants' current and projected financial condition along with the delays associated with litigation.

If you are a member of a Settlement Class as defined below, you may have the right to participate in the settlement. This settlement contemplates (a) entry of a final order approving the settlement and judgment; and (b) discharge of all Parties and their respective counsel from liability for any and all of the released claims.

THE CLASS

For purposes of settling this Litigation and Settlement only, the Court has certified the Settlement Class defined as follows:

All individuals who were employed as non-exempt employees by Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and/or Deco California Insurance Agency (hereafter "Defendants") -- including without limitation pre-need agents (hereafter "Pre-Need Agent") by Defendants to sell pre-need policies in the State of California at any time and who earned a commission from selling pre-need policies for Defendants -- from November 6, 2009 to the date of preliminary approval.

This group will hereafter be referred to as the "Settlement Class." You are a Settlement Class member if you fit within the definition of the Class stated above regardless of whether you are currently employed by Defendants.

If the settlement is not approved by the Court or does not become final for any other reason, the Lawsuit will continue.

ATTORNEYS OF RECORD

Counsel for the Settlement Class ("Settlement Class Counsel") is:

James Hawkins
Christina Lucio
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618
(949) 987-7200

Counsel for Defendants:

Joseph D. Tuchmayer
The Law Office of Joseph D. Tuchmayer
888 South Figueroa, Suite 620
Los Angeles, California 90017

David J. Hamilton
The Law Office of David J. Hamilton
2299 Bowlin Lane
Twin Falls, Idaho 83301-8102
(661) 295-3000

Copies of any documents filed with the Court in this Litigation should be sent to the above-listed counsel.

SUMMARY OF THE PROPOSED SETTLEMENT

The settlement as preliminarily approved by the Court provides for the following:

A. Settlement Fund

The total and all-inclusive Settlement Fund is eighty thousand and 00/100 dollars (\$80,000.00).

B. Litigation Costs

Settlement Class Counsel shall be reimbursed from the Settlement Fund for their reasonable out-of-pocket litigation costs, as determined by the Court ("Litigation Costs") up to a maximum of fifteen thousand and 00/100 dollars (\$15,000.00).

C. Attorneys' Fees

Subject to Court approval, Class Counsel will be paid thirty-three and one-third percent (33 1/3%) of the Settlement Fund, which equals twenty-six thousand six hundred forty and 00/100 dollars (\$26,640.00). All of Plaintiffs' attorneys' fees and litigation costs shall be paid from this Settlement Fund.

D. Incentive Payments for Plaintiffs

Named plaintiffs Efrain Sanchez, Alejandro Ruiz and Luis Franco shall receive incentive payments of two thousand five hundred and 00/100 dollars (\$2,500.00) *each* for their service as plaintiffs in this action as well as for their willingness to accept the risks associated with bringing this lawsuit.

E. Settlement Administration Costs

ILYM Group, Inc. will be paid up to twelve thousand dollars (\$12,000) for the costs of administering the Settlement pursuant to the terms of the Settlement Agreement and the Court's Order.

F. PAGA Payment

The Parties have also agreed to allocate \$1,000 as a PAGA penalty payment to settle any and all claims for which penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA") may be sought or are otherwise available as set forth in the operative complaint. Seventy-five percent (75%) of this amount or \$750 will be paid to the LWDA and twenty-five percent (25%) of this amount or \$250 will be distributed to the Class as part of the Net Settlement Fund.

G. Settlement Amounts Payable to Settlement Class Members

Settlement Class members will be paid their individual Settlement Amount from the Settlement Fund after deduction of (1) Litigation Costs; (2) Class Counsel's Attorney's Fees in the amount ordered by the Court; (3) the Incentive Awards to the named plaintiffs; (4) the Settlement Administration Costs; and, (5) the amount paid to the LWDA. The amount left after these deductions from which to pay Settlement Class members is the "Net Settlement Fund."

For purposes of determining distributions of the Net Settlement Fund, each Settlement Class member will be paid according to the number of points the Class Member received in accordance with the terms set forth below. The total sum of all points for all Settlement Class members will be divided into the total of the Net Settlement Fund which the Parties estimate to be approximately \$18,000.00. That quotient, multiplied by the number of points assigned to each individual member of the Settlement Class shall provide the approximate amount of the Net Settlement Fund to be distributed to each member of the Settlement Class. Points shall be allocated to each member of the Settlement Class -- as follows:

- a. One (1) point for each month an individual was on the payroll of Defendants at any time from November 6, 2009 to the date of entry of the Preliminary Approval Order and employed as a non-exempt employee, and,**
- b. Two (2) points for each commissioned pre-need sale made by a non-exempt from November 6, 2009 to the date of entry of the Preliminary Approval Order. "Commissioned pre-need sales" are limited to sales in which the purchaser did not revoke or otherwise cause the sale to be cancelled (including without limitation by a failure to make required payments) within twelve months of the date the sales contract was executed by the purchaser. In the event the twelve-month period has**

not elapsed by the date of entry of the Preliminary Approval Order with respect to a sales contract, that contract shall be treated as a completed sale.

- c. The value of each point will be determined by dividing the Net Settlement Fund by the total number of points derived from the sum of a. and b. above. The estimated amount due to a Settlement Class Member shall be the value of a single point multiplied by the total points available to that Settlement Class Member.
- d. If an individual was not on the payroll for at least fifteen (15) days during a month, that individual shall not receive a point for that month.

The “Effective Date” of the Settlement Agreement shall be sixty-one (61) calendar days plus two court days after the entry of the Final Approval Order and Judgment. However, in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the “Effective Date” shall instead mean two court days after the date that such appeal or other reconsideration or review has been finally concluded in favor of the Final Approval Order and Judgment and the Final Approval Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise. The disposition entered by the Court will not adjudicate the merits of the action or the liability of the Parties resulting from the allegations of the action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this action and over all Parties and Settlement Class Members to enforce and effectuate the terms and intent of this Agreement.

Each Individual Settlement Payment will represent wages, interest, penalties, and expense reimbursement allocated using the following formula: 15% allocated to wages; 80% to expense reimbursement; and 5% allocated to penalties and interest. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable payroll withholdings and deductions, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the expense reimbursement, interest and penalty portions of the Individual Settlement Payments.

Defendants’ records indicate the following regarding the beginning date and termination (if any) of employment with Defendants and the Commissioned Pre-Need Sales by you during the applicable time frames set forth in (a) and (b) above:

Point Category	Points	Total
1		
2		
Total Points		
Estimated value per Point		
Estimated distribution to you		

Please be patient. If the Settlement Agreement is approved by the Court, Defendants will fund the Settlement Fund by making payments into the Fund every ninety (90) days for forty-two (42) months. Payments from the Settlement Fund will be made to Settlement Class Members who do not opt out of the Settlement in two installments. The first payment will be made within 600 days of the Effective Date stated above, and the second payment will be made within twenty days after the last payment is made by Defendants into the Settlement Fund. Amounts due to Settlement Class Counsel for attorney's fees and costs, and payments to the Class Representatives shall be treated in the same fashion as distributions to the Settlement Class.

Please keep the Settlement Administrator updated on your current address to ensure that you receive any payments made.

YOUR RIGHTS AS A CLASS MEMBER

A. No Need To Do Anything If You Want to Be Part of a Class

To participate in the settlement as described in the preceding paragraph, you do not need to do anything (if a final settlement is approved by the court).

Your participation in the settlement will be based on the formula described in the summary above and in detail in the Settlement Agreement although this amount could change based on the factors outlined in the Settlement Agreement.

By not doing anything – such as excluding yourself from the class or objecting to the settlement in Court (as described in Paragraphs B and C, below) – you will be bound by the terms of the Settlement Agreement and/or by any other final disposition of this Lawsuit. *Specifically, you receive the payments specified in the Settlement Agreement and will be bound by the terms of the release as described below and therefore be forever barred from pursuing any claims against Defendants that were asserted in this Lawsuit for any period through the date of the final settlement. If the proposed settlement is approved, you will receive a Settlement Sum.*

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself (“opt out”) by completing the Request for Exclusion Form that is enclosed. The Request for Exclusion Form must be completed, signed, dated, and returned to:

ILYM Group, Inc.
Attention: Sanchez v. Grupo Deco, et al.
ADDRESS _____

The Request for Exclusion Form must be postmarked no later than 45 days after the Class Notice was mailed. If the Request for Exclusion Form is sent from within the United States, it must be sent through the United States Postal Service via First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope. Any person who submits a complete and timely Request for Exclusion Form shall, upon receipt, no longer be

a member of the Settlement Class, shall be barred from participating in any portion of the settlement, and shall receive no benefits from the settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendants. However, there are deadlines to pursuing such claims known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing your individual claim if you decide to opt out of the settlement.

C. Objecting to the Settlement

You may choose to object to the terms of the settlement. However, if the Court rejects your objection, you will still be bound by the terms of the settlement as you must be a Class Member to object to the settlement. You may not submit both a Request for Exclusion Form and an Objection. If you submit both an Objection and a Request for Exclusion, the Request for Exclusion will be accepted, and the Objection will be rejected. If you choose to object to the settlement, you may file a written objection, **but you are not required to do so. In lieu of filing a written objection (or in conjunction with such filing) you may enter an appearance in propria persona (meaning you choose to represent yourself) or through your own attorney at your own cost.** If you choose to submit a written Objection, the Objection should be sent to the Settlement Administrator at:

ILYM Group, Inc.
Attention: Sanchez v. Grupo Deco, et al.
ADDRESS _____
ADDRESS _____

Any written Objection you submit must include your name, address, dates of employment with Defendants, the last four digits of your social security number, and a detailed statement of the specific reason for your objection and any legal support for each objection, as well as any supporting documents, briefs, exhibits or other materials. The Objection must be signed by you or your attorney, and it must also state whether you or your attorney intend to appear at the Final Fairness and Approval Hearing. Within two business days of receipt, the Settlement Administrator will provide the Objection and any related documents to Settlement Class Counsel who will then file the Objection with the Court. ***Any written Objection which you choose to file must be postmarked no later than 45 days after the Class Notice was mailed.***

D. Disputes Regarding Calculation of the Amount to Be Paid to You Under the Settlement Agreement

If you believe that the calculations of the amount that may be due you under the Settlement Agreement are incorrect because, for example, you have not been credited with enough commissioned sales, you should promptly send a letter explaining the reason(s) you believe the calculation is incorrect together with any supporting documents to Defendants' Counsel with a copy to Settlement Class Counsel at the addresses set forth below. They will review and respond to your letter within five business days of receipt; however, their decision on matters is final and your only recourse if you continue to disagree will be to opt out of the class or formally object to the Settlement Agreement as outlined in Paragraphs B and C above.

Settlement Class Counsel:

James Hawkins
Christina Lucio
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618

Counsel for Defendants:

Joseph D. Tuchmayer
The Law Office of Joseph D. Tuchmayer
888 South Figueroa, Suite 620
Los Angeles, California 90017

David J. Hamilton
The Law Office of David J. Hamilton
2299 Bowlin Lane
Twin Falls, Idaho 83301-8102

RELEASE OF CLAIMS

Upon the final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Settlement Class, including Named Plaintiffs Sanchez, Ruiz and Franco and each member of the Settlement Class fully releases and discharges Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and Deco California Insurance Agency, and all of its and their present and former parent companies, subsidiaries, related entities, partners, limited partners, affiliates, successors, assigns and general partners (the “Released Parties”), as well as their shareholders, officers, partners, directors, employees, agents, spouses, descendants, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns of the foregoing from the “Released Claims” which include any and all claims, debts, liabilities, demands, obligations, wages, salaries, commissions, penalties, costs, expenses, reimbursement for expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature that were alleged or could have been alleged in the First Amended Complaint based on the facts and circumstances alleged therein including without limitation any claims for unpaid wages (including wages in the form of commissions), minimum wage, overtime pay, expenses, penalties, liquidated damages, interest, costs or attorney’s fees under Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 510, 558, 1174, 1194, 1198, 2698 *et seq.*, 2802 and any Industrial Wage Commission Wage Order, Business and Professions Code Section 17200, and/or damages relating to the payment of wages under local and/or state as set forth in the operative Complaint for the time period from November 6, 2009, up to and including the date of entry of preliminary approval.

FINAL SETTLEMENT APPROVAL HEARING

The Los Angeles Superior Court will hold a hearing in the Courtroom of the Honorable Kenneth R. Freeman located at the Los Angeles Superior Court, Department 14, 312 North Spring Street, Los Angeles, California 90012 on ____, 2019 at ____m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate.

The Court also will be asked to approve Settlement Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the Incentive Awards to be paid to the named plaintiffs. Settlement Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than ____, 2019 and will be available for review after that date. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you object to the proposed settlement and you have timely submitted an objection to the Settlement.

ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. You may contact the Administrator or Settlement Class Counsel for additional information.

Settlement Class Counsel:

James Hawkins

Christina Lucio

James Hawkins APLC

9880 Research Drive, Suite 200

Irvine, California 92618

(949) 387-7200

Settlement Administrator:

ILYM Group, Inc.

Attention: Sanchez v. Grupo Deco, et al.

ADDRESS _____

ADDRESS _____

PHONE NUMBER _____

For the precise terms and conditions of the settlement, you should consult the complete Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this Lawsuit, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk, 312 North Spring Street, Los Angeles, California 90012.

Please put the last four digits of your social security number on all correspondence to Settlement Class Counsel and to the Defense Counsel and/or the Settlement Administrator in this matter. If you move after receiving this notice, or if it was incorrectly addressed, please provide your correct address to the Settlement Administrator listed above.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT 2

COPY
By Fax

RECEIVED
LOS ANGELES SUPERIOR COURT

JUL 09 2019

S. DREW

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

JUL 12 2019

Sherri R. Carter, Executive Officer/Clerk
By: Berta Jauregui, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EFRAIN J. SANCHEZ, individually and
on behalf of others similarly situated,

Plaintiff,

v.

GRUPO DECO CALIFORNIA
CORPORATION, a California
Corporation; GRUPO DECO AMERICA
CORPORATION, a Delaware
Corporation; DOES 1-50 inclusive,

Defendants.

Case No. BC 526934
Honorable Kenneth R. Freeman

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVAL
OF CLASS NOTICE, AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS**

Complaint filed: November 6, 2013

Date: July 9, 2019
Time: 10:00am
Dept: 14

This matter came before the Court on July 9, 2019 pursuant to the renewed joint motion of Plaintiffs Efrain J. Sanchez, Alejandro Ruiz and Luis Franco on behalf of themselves and all others similarly situated ("Plaintiffs") and Defendants Grupo Deco California Corporation, Grupo Deco America Corporation and Deco Insurance Agency for the Approval of the Settlement Agreement, Approval of Class Notice, and Conditional Certification of the Settlement Class ("Joint Motion"). The Court considered the proposed revised Settlement Agreement and Release of Claims ("Settlement Agreement") submitted on May 29, 2019, the submissions of counsel, and all other papers filed in this action. This Order incorporates, by reference, the definitions in the Settlement Agreement.

1 The matter having been submitted, and good cause appearing therefore, this Court

2 **HEREBY ORDERS THE FOLLOWING:**

3 A. The provisions of the Settlement Agreement are hereby preliminarily approved. The
4 Court finds that the Settlement Agreement appears to be fair, adequate, and reasonable to
5 Plaintiffs and the Settlement Class, free of collusion or indicia of unfairness, and within the range
6 of possible judicial approval. The Court also finds that the Settlement Agreement resulted from
7 arm's length negotiations and is sufficient to warrant the dissemination of Class Notice to Class
8 Members.

9 B. Pursuant to California Code of Civil Procedure section 382 and California Rule of Court
10 3.769, and for purposes of, and solely in connection with the Settlement Agreement, the Court
11 finds that each of the requirements for certification of the class set forth in the Joint Motion are
12 met and hereby conditionally certifies the following Class:

13 All individuals who were employed as non-exempt employees by Defendants Grupo Deco
14 California Corporation, Grupo Deco America Corporation, and/or Deco California
15 Insurance Agency (hereafter "Defendants") -- including without limitation pre-need agents
16 (hereafter "Pre-Need Agent") by Defendants to sell pre-need policies in the State of
17 California at any time and who earned a commission from selling pre-need policies for
18 Defendants -- from November 6, 2009 to the date of preliminary approval.

19 C. The Certification of the proposed Class for settlement purposes only is appropriate under
20 California Code of Civil Procedure section 382 and California Rule of Court 3.769. The Court
21 has considered the Settlement and the papers in support of the Motion for Preliminary Approval,
22 and finds that the proposed Class is proper and should be certified, for settlement purposes only,
23 in the circumstances of this case. Specifically, the Court finds that for purposes of settlement only
24 (a) that the Class is ascertainable; (b) the Class is sufficiently numerous such that joinder of all
25 members is impracticable; (c) there are questions of law and fact common to the Class; (d) the
26 named Plaintiffs' claims are typical of the claims of the Class; (e) the named Plaintiffs and
27 Plaintiffs' Counsel have and are able to adequately represent the Class; and (f) class-wide
28 treatment of this dispute is superior to other available methods for adjudicating the controversy.

1 It is therefore ordered that the Class is certified for settlement purposes only.

2 D. If the Settlement is terminated or not consummated, the certification shall be void. In
3 such case, Plaintiffs, the Class Members, and Defendants Grupo Deco California Corporation,
4 Grupo Deco America Corporation and Deco Insurance Agency (collectively "Defendants") shall
5 be returned to their respective statuses as of the date immediately prior to the execution of the
6 Settlement and neither the Settlement nor this Preliminary Approval Order shall have any bearing
7 on, and neither shall be admissible in connection with (1) any issue in this action or any claim
8 raised under any other federal, state, or local law that was intended to be encompassed within
9 Plaintiffs' First Amended Complaint; (2) whether certification would be appropriate in a non-
10 settlement context; (3) Defendants' liability for any final judgment or to any Class Member; and
11 (4) any judgment ultimately sought to be entered against Defendants or otherwise. If the
12 Settlement is terminated or not consummated, Defendants shall have reserved their right to
13 oppose any and all class certification motions and to oppose the adequacy of the named Plaintiffs
14 as the representatives of any putative class or Plaintiffs' Counsel as Class Counsel.

15 E. The Court appoints and designates the named Plaintiffs Efrain J. Sanchez, Alejandro Ruiz
16 and Luis Franco as Class Representatives.

17 F. The Court appoints and designates James Hawkins, APLC as Class Counsel. Class
18 Counsel is located at the following address:

19 James R. Hawkins, Esq.
20 JAMES HAWKINS, APLC
21 9880 Research Drive, Suite 200
22 Irvine, CA 92618
23 Telephone (949) 387-7200
24 Facsimile (949) 387-6676

25 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
26 required by, or which may be given, pursuant to the Settlement, and such other acts necessary to
27 finalize the Settlement and its terms. Any Class Member may enter an appearance through his or
28 her own counsel at such Class Member's own expense. Any Class Member who does not enter
an appearance or appear on his or her own behalf will be represented by Class Counsel.

G. The Court hereby approves the terms provided for in the Settlement, finding them to be

1 fair and reasonable and in the best interests of the parties.

2 H. The Court hereby preliminarily approves the Settlement and the Maximum Settlement
3 Amount of \$80,000.00, with the Net Settlement Amount to be paid to Class Members who do not
4 opt out or exclude themselves from the class being calculated by subtracting the following from
5 the Maximum Settlement Amount: (1) Class Counsel's attorneys' fees (not to exceed 33.33% of
6 the Common Fund or \$26,640.33); (2) Class Counsel's documented costs (not to exceed
7 \$15,000), (3) an Incentive Payment to be paid to each of the Class Representative (not to exceed
8 \$2,500 a piece), (4) \$1,000 to be allocated to PAGA penalties with 75% (\$750) to be paid to the
9 LWDA; and (5) the Settlement Administrator fees not to exceed \$12,000). The Net Settlement
10 Amount which will be paid as individual Settlement Shares to Class Members who do not opt out
11 or exclude themselves is anticipated to be approximately \$17,000. There is no reversion to
12 Defendants.

13 I. The Court further preliminarily approves the formulas provided in the Settlement for
14 calculating individual Settlement amounts based upon the following criteria:

15 1. One (1) point for each month an individual was on the payroll of Defendants at
16 any time from November 6, 2009 to the date of entry of the Preliminary Approval Order and
17 employed as a non-exempt employee;

18 2. Two (2) points for each commissioned pre-need sale made by a non-exempt from
19 November 6, 2009 to the date of entry of the Preliminary Approval Order. "Commissioned pre-
20 need sales" are limited to sales in which the purchaser did not revoke or otherwise cause the sale
21 to be cancelled (including without limitation by a failure to make required payments) within
22 twelve months of the date the sales contract was executed by the purchaser. In the event the
23 twelve month period has not elapsed by the date of entry of the Preliminary Approval Order with
24 respect to a sales contract, that contract shall be treated as a completed sale.

25 3. The value of each point will be determined by dividing the Net Settlement Fund by
26 the total number points derived from the sum of a. and b. above. The estimated amount due to a
27 Settlement Class Member shall be the value of a single point multiplied by the total points
28 available to that Settlement Class Member.

1 4. If an individual was not on the payroll for at least fifteen (15) days during a month,
2 that individual shall not receive a point for that month.

3 J. The Court finds on a preliminary basis that the Settlement, including the Class Representative
4 Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the
5 claims administration fees, the PAGA payment, and the allocation of payments to Class
6 Members, appears to be within the range of reasonableness of a settlement that could ultimately
7 be given final approval by this Court. It appears to the Court on a preliminary basis that the
8 Settlement is fair, adequate and reasonable as to all potential Class Members when balanced
9 against the probable outcome of further litigation relating to liability, damages issues and
10 Defendants' ability to pay. It also appears that extensive and costly investigation, research and
11 court proceedings have been conducted so that counsels for the parties are able to reasonably
12 evaluate their respective positions.

13 It appears to the Court that settlement at this time will avoid substantial additional costs by
14 all parties, as well as avoid the delay and risks that would be presented by the further prosecution
15 of this class action. It also appears that Settlement has been reached as a result of intensive,
16 serious and non-collusive, arms-length negotiations.

17 K. The Court hereby approves, as to form and content, the revised proposed Class Settlement
18 Notice and the Class Member Opt Out form to be sent to Class Members, which are attached as
19 exhibits to the Settlement Agreement. The Court finds that distribution of these documents to the
20 Class Members substantially in the manner and form set forth in the Settlement and this Order
21 meets the requirements of due process and shall constitute due and sufficient notice to all parties
22 entitled thereto.

23 L. The Court further finds the proposed Class Notice to be the best means practicable of
24 providing notice under the circumstances and when completed shall constitute due and sufficient
25 notice of the Action, proposed Settlement, and Final Approval hearing to all persons affected by
26 and/or authorized to participate in the Settlement, in full compliance with due process and the
27 requirements of the California Rules of Court and California Code of Civil Procedure.

28 M. The provisions of the Settlement relating to Class Notice, exclusion from the Settlement,

1 objection to the Settlement, payment of individual settlement amounts in connection with the
2 Settlement, and the Final Approval Hearing are deemed incorporated as if expressly set forth in
3 this Preliminary Approval Order and have the full force and effect of an Order of this Court.
4 Class Members shall have 45 days to request exclusion from the Settlement, dispute the
5 individual settlement amount identified in the Class Member's Notice of Settlement. Settlement
6 Class Members or their counsel may appear at he Final Fairness and Approval Hearing.
7 Settlement Class Members or their counsel may file written objections with the Court in the same
8 45 day period.

9 N. The Court appoints and designates ILYM Group, Inc., as the Settlement Administrator.
10 The Court hereby directs the Settlement Administrator to provide the approved Class Notice, and
11 Payment Notice to the Settlement Class and administer the Settlement in accordance with the
12 procedures set forth in the Settlement.

13 O. Any Class Member may choose to opt out of and be excluded from the Settlement as
14 provided in the Settlement and Class Notice and by following the instructions for requesting
15 exclusion. Any person who timely and properly exclude themselves from the Settlement will not
16 be bound by it or have any right to object, appeal or comment thereon. Any request for exclusion
17 must be signed by each such Class Member opting out. Class Members who have not timely
18 requested exclusion shall be bound by all determinations of the Court, the Settlement. Class
19 Members who do not exclude themselves from the Settlement will receive their individual
20 Settlement amounts as participating class members, and will be bound by the Settlement.

21 P. Any Class Member may object to the Settlement or express his or her views regarding the
22 Settlement, and may present evidence and file briefs or other papers that may be proper and
23 relevant to the issues to be heard and determined by the Court as provided in the Class Notice.
24 No Class Member's written papers shall be received or considered by the Court, unless on or
25 before the Objection Deadline the Class Member or his or her counsel timely and properly
26 submits their objections to the Settlement Administrator as provided in the Class Notice. The
27 Settlement Administrator will provide all objections received to Class Counsel and Defense
28 Counsel within two business days of receipt. Class Counsel will file any objections received with

1 the Court within two business days of receipt from the administrator. Any Class Member who
2 does not make his or her objection in the manner provided for in the Class Notice, including by
3 the Objection Deadline, shall be deemed to have waived such objection and shall be foreclosed
4 from making any objection to the Settlement.

5 Q. Defendants must exercise any right to void the Settlement before the Final Approval
6 Hearing in accordance with the terms of the Settlement. Similarly, if Plaintiffs wish to exercise
7 any right to void the Settlement pursuant to the terms of the Settlement Agreement, they must
8 exercise any such right before the Final Fairness Hearing.

9 R. The motion for final approval shall be filed by the Class Representative through Class
10 Counsel no later than sixteen (16) court days before the Final Fairness and Approval Hearing.

11 S. Upon final approval and completion of administration, all Class Members who have not
12 submitted requests for exclusion and the Class Representative will be deemed to have forever
13 released and discharged the Released Claims applicable to them and waived their rights for the
14 applicable Released Claims, as set forth in the preliminarily approved Settlement.

15 T. The Court reserves the right to adjourn or continue the date of the Final Fairness and
16 Approval Hearing and all dates provided for in the Settlement without further notice to the Class,
17 and retains jurisdiction to consider further applications concerning the Settlement.

18 U. The Court orders the following schedule for further proceedings (assuming a July 23,
19 2019 preliminary approval date):¹

20 1. On or before July 25, 2019, Defendants shall provide to the Settlement
21 Administrator and Class Counsel a list containing Class Members' (i) names; (ii) last known
22 addresses; (iii) last known telephone number; (iv) social security number; (v) dates of
23 employment and (vi) information relating to the number of months worked for Defendants by
24 each putative Class Member and the number of commissions earned as defined in the Settlement
25 Agreement.

26 2. On or before August 8, 2019, the Settlement Administrator shall send the Class

27 ¹ The parties agree to a two week extension of the entry of the preliminary approval date to July
28 23, 2019 given defense counsel's recent medical procedure and the departure of Defendant's HR
director.

1 Notice and Payment Notice via first-class mail to the Settlement Class Members.

2 3. No later than September 23, 2019 [September 22, 2019 is a Sunday], Settlement
3 Class Members may submit a request for exclusion from the Settlement in accordance with the
4 Settlement.

5 4. No later than September 23, 2019 [September 22, 2019 is a Sunday], Settlement
6 Class Members may submit any objections to the Settlement.

7 5. No later September 30, 2019, the Settlement Administrator shall provide Class
8 Counsel and Counsel for Defendants a summary of compliance with notice procedures and a
9 complete and accurate list of all Participating Class Members, all Class Members who sent timely
10 requests to be excluded from the Action, and all Class Members who objected to the settlement.
11 This summary shall be in the form of a declaration.

12 6. All briefs and materials in support of an Order for Final Approval and Judgment
13 and Application for Attorneys' Fees and Costs shall be filed with the Court by November 8, 2019.

14 7. A Final Approval Hearing shall be held before this Court on December 10, 2019 at
15 9:00 a.m. in Department 14 of the Spring Street Courthouse to determine all necessary matters
16 concerning the Settlement, including whether the Proposed Settlement is fair, adequate, and
17 reasonable, whether this Court should grant final approval, whether there should be any Fee and
18 Expense Award and/or Service Award, and the amounts of any such award.

19 V. Any objecting Class Member may appear, in person or by counsel, at the Final Approval
20 Hearing to show cause why the Settlement and the Settlement should not be approved as fair,
21 adequate, and reasonable, or to object to any request for a Fee and Expense Award and/or Service
22 Award.

23 W. Nothing in this Preliminary Approval Order is, or may be construed as, an admission or
24 concession on any point of fact or law by or against the Plaintiff or Defendants.

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3 X. Class Counsel, Defendants' Counsel, and the Settlement Administrator are directed to
4 carry out their obligations under the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: July 12, 2019

Kenneth R Freeman

Kenneth R Freeman

Judge of the Los Angeles County Superior Court

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2 Proposed Order Jointly Submitted by:

3 James R. Hawkins (SBN 192925)

4 Christina M. Lucio (SBN 253677)

5 James Hawkins APLC

6 9880 Research Drive, Suite 200

7 Irvine, CA 92618

8 (949) 387-7200

9 james@jameshawkinsaplc.com

10 christina@jameshawkinsaplc.com

11 Attorneys for Plaintiffs Efrain J. Sanchez, Alejandro Ruiz

12 and Luis Franco on behalf of themselves and all others similarly situated

13 David J. Hamilton (SBN 117857)

14 The Law Office of David J. Hamilton

15 2299 Bowlin Lane

16 Twin Falls, Idaho 83301-8102

17 (661) 295-3000

18 dhamilton@hamiltonlaw.biz

19 Joseph D. Tuchmayer (SBN 72974)

20 The Law Office of Joseph D. Tuchmayer

21 888 South Figueroa Street, Suite 620

22 Los Angeles, California 90017

23 (323) 806-2209

24 joetuchmayer@hotmail.com

25 Attorneys for Defendants Grupo Deco California

26 Corporation, Grupo Deco America Corporation and Deco

27 Insurance Agency

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, County of Orange. I am over the age of eighteen
3 years and not a party to the within action. My business address is 9880 Research Drive., Suite
4 200, Irvine, California 92618.

5 On July 9, 2019, I served the following document(s) described as:

6 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS**
7 **ACTION SETTLEMENT, APPROVAL OF CLASS NOTICE, AND**
8 **CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS**

9 on the interested parties in this action.

10 [XX] by placing [] the original [XX] a true copy thereof enclosed in a sealed envelope
11 addressed as follows:

12 David J. Hamilton, Esq. The Law Office of David J. Hamilton 2299 Bowlin Lane Twin Falls, Idaho 83301-8102 Telephone: (661) 295-3000 dhamilton@hamiltonlaw.biz	13 Joseph D. Tuchmayer, Esq. 888 South Figueroa St, Suite 620 Los Angeles, CA 90017 Telephone: (323) 806-2209 Facsimile: (323) 656-0911 joetuchmayer@hotmail.com
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14
15
16 [XX] BY ELECTRONIC SERVICE: by electronically transmitting the documents listed above
17 via Case Anywhere, an electronic filing service provider, at www.caseanywhwere.com
18 pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was
19 reported as complete and without error to the addresses as stated on the service list.

20 [XX] STATE: I declare under penalty of perjury, under the laws of the State of
21 California, that the above is true and correct.

22 Executed on July 9, 2019, at Irvine, California

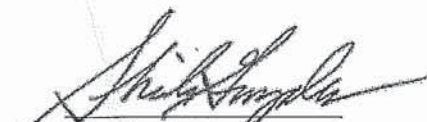
23 
24 Sheila Gonzales
25
26
27
28

EXHIBIT 3

James R. Hawkins, Esq. SBN 192925
Christina M. Lucio, Esq. SBN 253677
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
(949) 387-7200
james@jameshawkinsaplc.com
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Attorneys for Plaintiffs Efrain J. Sanchez,
Alejandro Ruiz and Luis Franco on behalf
of themselves and all others similarly situated

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

EFRAIN J. SANCHEZ, individually and on behalf of others similarly situated,	)	Case No. BC 526934
	)	Honorable Kenneth R Freeman
	)	
Plaintiffs,	)	DECLARATION OF JAMES R.
vs.	)	HAWKINS IN SUPPORT OF JOINT
	)	MOTION FOR PRELIMINARY
GRUPO DECO CALIFORNIA	)	APPROVAL OF SETTLEMENT
CORPORATION, a California Corporation;	)	AGREEMENT
GRUPO DECO AMERICA	)	
CORPORATION, a Delaware Corporation;	)	Complaint filed: November 6, 2013
DOES 1-50 inclusive,	)	
	)	Date: November 1, 2018
Defendants.	)	Time: 9:00am
	)	Dept: 14

I, James R. Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs Efrain J. Sanchez, Alejandro Ruiz and Luis Franco ("Plaintiffs" or "Class Representatives") who have filed this Class Action on behalf of themselves and all other similarly situated current and former employees of Defendants Grupo Deco California Corporation, Grupo Deco America Corporation and Deco Insurance Agency ("Defendants") (with Plaintiffs, collectively "the Parties"). I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. I submit this Declaration in support of the Parties' Joint Motion for Preliminary Approval of Class Action Settlement, (the "Preliminary Approval Motion"), which is filed concurrently herewith, along with the Memorandum of Points and Authorities.

3. Attached hereto as Exhibit 1 is a true and correct copy of the executed Settlement and Release Agreement ("Settlement Agreement"), including exhibits thereto, which the parties ask the Court to preliminarily approve. Exhibit A to the Settlement Agreement consists of the parties' Notice of Proposed Class Action Settlement ("Notice") (which will be administered in English and Spanish); Exhibit B to the Settlement Agreement consists of the Opt Out Form/Request for Exclusion which the parties propose to have the administrator send to the Settlement Class.

4. Defendants have joined in the Motion for Preliminary Approval.

5. On November 6, 2013, Plaintiff Efrain Sanchez filed his Complaint with the Los Angeles Superior Court entitled *Sanchez v. Grupo Deco*, LASC Case No. BC 526934, against Defendants as a putative class action lawsuit.

6. A First Amended Complaint (hereafter "FAC") was filed in 2015 and added Alejandro Ruiz and Luis Franco as named plaintiffs. The FAC purported to allege therein class action and Private Attorney General Act ("PAGA") claims for (1) breach of contract and the implied covenant of good faith and fair dealing, (2) failure to pay overtime wages, (3) failure to pay minimum wages, (4) failure to reimburse necessary expenditures, (5) failure to provide meal periods, (6) failure to authorize and permit rest periods, (7) failure to provide with accurate itemized wage statements, (8) failure to pay wages owed upon separation from employment, (9) unfair competition, and, (10) violation of Labor Code Section 2698, *et seq.*

7. Defendants answered and denied all material allegations of the FAC. Defendants assert that they have no liability for Plaintiffs' or any Class Member's claims under any statute, wage order, regulation, common law, or equitable theory. In addition, Defendants alleged any claims involved highly individualized inquiries which were not appropriate or ripe for class certification.

8. Defendants employed plaintiffs during relevant time periods as "pre-need" agents. Their principal responsibility was to sell funeral services in advance of a person's needs. Plaintiffs were compensated in part by commissions on sales and in part on an hourly basis. Plaintiffs sometimes drove to potential clients' homes as did other pre-need agents. In addition, other putative class members drove between Defendants' locations. Plaintiffs brought this suit on behalf of all pre-need agents and all other non-exempt employees of defendants who were compensated on an hourly basis.

1 9. Plaintiffs' counsel diligently investigated the claims of the Class against Defendants.
2 Plaintiffs served extensive document demands, special interrogatories, form interrogatories
3 (employment) and form interrogatories (general). In addition, Plaintiffs' counsel was able to review
4 the depositions of Plaintiff Sanchez and other witnesses arising in a separate discrimination action
5 brought by Sanchez. Plaintiffs' Counsel conducted a thorough analysis of the facts underlying the
6 claim, including an extensive review of the relevant documents and all information produced during
7 the extensive formal and informal discovery process which included financial information which
8 Defendants voluntarily provided pursuant to a Confidentiality Agreement. Such information would
9 not have been otherwise discoverable.

10 10. The documents reviewed, included without limitation:

11 a. a significant sampling of class-wide time keeping and payroll information for
12 non-exempt employees during the class period, including: rate of pay, date of shift, clock in and out
13 times (including meal breaks), payroll data, regular hours worked and overtime hours worked (if
14 any). In addition, Defendants provided Class Counsel with other foundational documents such as
15 Defendant's policies and procedures regarding the payment of wages, the provision of meal and rest
16 breaks, time keeping policies, including recording hours, issuance of wage statements, and providing
17 all wages at separation, as well as information regarding the number of putative class members and
18 the mix of current versus former employees, the average number of hours worked, the wage rates
19 in effect, and length of employment for class members. Plaintiff's counsel has reviewed these items
20 and Defendants' other production documents, and the parties' counsels have conferred regarding their
21 contents. Defendants produced hundreds of pages of documents for review;

22 b. Significant financial information for review before and within the context of
23 mediation including without limitation tax returns and other financial information.

24 11. Class Counsel is knowledgeable about and has conducted extensive research with respect to
25 the applicable law and potential defenses to the claims in this Class Action. Class Counsel believes
26 Defendants produced sufficient documents and information that allowed the parties to engage in a
27 well-informed mediation based upon good faith negotiations. Information was also exchanged
28 during the course of the mediation, which informed subsequent negotiations between the parties and

1 the eventual agreement upon the terms of Settlement.

2 12. As Class Counsel, we have used this extensive formal and informal discovery and
3 investigation to create a comprehensive damages and potential liability model for each of the
4 asserted claims. This damages analysis created from the records produced was used to determine
5 Defendant's potential liability for each of Plaintiffs' claims and to determine such informational
6 items as the total number of workweeks worked by the Class Members, the average hourly pay rates
7 they received, and the alleged violation rates for Plaintiffs' claims.

8 13. Counsel for the Parties believe that they conducted sufficient exchange of documents,
9 investigation and research to realistically evaluate the strengths and weaknesses of their respective
10 claims and defenses including Defendants' financial status. After this assessment, Plaintiffs and
11 their counsel believe this Settlement is fair and reasonable.

12 14. On March 7, 2017, the Parties conducted an all-day mediation with Michelle Reinglass as
13 Mediator who has substantial experience in class action matters. The Parties were unable to resolve
14 the matter at that time but with the continued involvement of the mediator were able to come to an
15 agreement. The mediation process included a frank and comprehensive discussion and examination
16 of the parties' respective positions on the legal and factual issues raised in this action. Accordingly,
17 each side, represented by counsel, recognized the risk of an adverse result in the action and reached
18 a settlement including numerous further negotiations over the terms and specific details of the
19 Settlement. Over a period of several months the parties worked out the details which are
20 memorialized in the Settlement Agreement filed concurrently herewith and which the Parties now
21 ask this Court to preliminarily approve.

22 15. Class Counsel and Plaintiffs believe the Settlement to be fair, adequate, and reasonable in
23 light of all known facts and circumstances, including the risk of significant delay and uncertainty
24 associated with litigation, the various defenses asserted by Defendants, numerous potential appellate
25 issues, Defendants' financial condition, and the benefits received under the Settlement. Plaintiffs and
26 Class Counsel have concluded, after taking into account the highly contested factual and legal issues
27 involved in this Action, the risks and substantial expenses involved in the further prosecution of this
28

1 case, and the benefits to be received by the Class pursuant to the compromise and settlement of the
2 Action at this stage as set forth in this Agreement, that settlement on the terms set forth herein is in
3 the best interest of Plaintiffs and the Class and is fair and reasonable. In addition, Class Counsel and
4 Plaintiffs considered the very real possibility that continued litigation of this action would diminish
5 any recovery to the Class given Defendant's financial condition or result in Defendant ceasing all
6 operations and declaring bankruptcy, thereby defeating all recovery to the Class. Similarly, Class
7 Counsel understands that Defendants and their counsel have conducted investigation and research,
8 and while Defendants deny all allegations, it has concluded, after taking into account the sharply
9 disputed factual and legal issues involved in the Class Action, that the risks and expense attending
10 further litigation, along with their desire to put an end to the controversy, counsel in favor of
11 agreeing to this Settlement, and believe it is in its best interest and is fair and reasonable.

12 16. The Parties have agreed, for settlement purposes only, that the following Class should be
13 certified: "All individuals who were employed as non-exempt employees – including without
14 limitation pre-need agents, (hereafter "Pre-Need Agent") by Defendants to sell pre-need policies in
15 the State of California at any time and who earned a commission from selling pre-need policies for
16 Defendants – from November 6, 2009 to the date of preliminary approval (hereafter the "Settlement
17 Class").

18 17. The Class is estimated to include approximately 150 current and former employees.

19 18. Pursuant to the Agreement, the Parties have agreed (subject to and contingent upon the
20 approval of this Court) that this action be settled and compromised for the amount of \$80,000 (the
21 "Maximum Settlement Amount"). After all Court-approved deductions from the Maximum
22 Settlement Amount, it is estimated that \$18,000.00 exclusive of employer-side payroll taxes will be
23 available for distribution to Participating Class Members (the "Net Settlement Amount"). The
24 Agreement provides that all Class Members will automatically receive their settlement share if they
25 do not opt out.

26 19. Subject to Court approval, the parties have agreed the Maximum Settlement Amount will be
27 distributed: (1) to participating Class Members in individual settlement payments over a period of
28

1 36 months, (2) an Incentive Payment to the three named Plaintiffs/Class Representatives in an
2 amount not to exceed \$2,500 each; (3) Class Counsel's attorneys' fees in an amount not to exceed
3 \$26,640.33, which is one-third (33.33%) of the Maximum Settlement Amount; (4) Class Counsel's
4 reimbursement of incurred costs not to exceed \$15,000; (5) an amount of \$1000.00 to the Labor &
5 Workforce Development Agency ("LWDA") for PAGA penalties (\$750.00 to the LWDA, \$750.00
6 and \$250.00 to the Class) and (6) to Settlement Administrator Costs an amount not to exceed
7 \$12,000 to administer the Settlement.

8 20. The Net Settlement Amount will be divided between all Settlement Class members who do
9 not opt out as follows:

10 a. One (1) point for each month an individual was on the payroll of Defendants at any
11 time from November 6, 2009 to the Effective Date and employed as a non-exempt employee.

12 b. Two (2) points for each commissioned pre-need sale made by a non-exempt from
13 November 6, 2009 to the Effective Date. "Commissioned pre-need sales" are limited to sales in
14 which the purchaser did not revoke or otherwise cause the sale to be cancelled (including without
15 limitation a failure to make required payments) within twelve months of the date the sales contract
16 was executed by the purchaser.

17 c. The value of each point will be determined by dividing the Net Settlement Fund by
18 the total number points derived from the sum of a. and b. above. The estimated amount due to a
19 Settlement Class Member shall be the value of a single point multiplied by the total points available
20 to that Settlement Class Member.

21 d. If an individual was not on the payroll for at least fifteen (15) days during a month,
22 that individual shall not receive a point for that month.

23 21. A Class Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for
24 Court Approval ("Class Notice") substantially in the form attached as Exhibit "A" and approved by
25 the Court shall be sent by the Settlement Administrator by first class mail, within twenty (20)
26 calendar days of the Preliminary Approval Date. Attached to the Class Notice will be an "Opt out"
27 Form substantially in the form attached as Exhibit "B." Settlement Class Members may opt out by
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1 submitting the "Opt Out" form within the time provided. Subject to Court approval, Defense
2 Counsel and Settlement Class Counsel will resolve any challenges to any calculations of amounts
3 due under the distribution formula and the timeliness of any challenges or opt out notices and make
4 a final and binding determination without hearing or right of appeal.

5 22. All Class Members will receive notice of the Settlement and will be given 45 days from the
6 date of initial mailing to decide whether they want to participate in the Settlement as set forth in the
7 proposed Notice to the Class is attached as Exhibit A to the Settlement Agreement. The Notice
8 includes information regarding the nature of the Litigation; a summary of the terms of the
9 Settlement; the definition of the Settlement Class; a statement that the Court has preliminarily
10 approved the Settlement; the nature and scope of the claims being released; the procedure and time
11 period for objecting to the Settlement or opting out of the Settlement, the date and location of the
12 Final Approval hearing; Defendants' calculation of the number of points that Settlement Class
13 member has pursuant to the Settlement Agreement formula and an estimate of the potential recovery.
14 An Opt Out Form, attached as Exhibit B to the Settlement Agreement will also be provided.
15 Settlement Class Members will automatically receive a distribution if they do not opt out.

16 23. The parties have agreed that, based upon the nature of the claims facing Defendants, the Net
17 Settlement Amount shall be allocated as follows: (1) 15% allocated to wages; (2) 80% to expense
18 reimbursement and interest; and, (3) 5% allocated to penalties. The employer's share of payroll taxes
19 will be paid out of the Maximum Settlement Amount.

20 24. Upon the Date of Final Approval, Counsel for the Parties have agreed that Named Plaintiffs
21 and all members of the Settlement Class, except those that make a valid and timely request to be
22 excluded from the Class, shall be deemed to have fully released and discharged the Released Parties
23 including without limitation Grupo Deco California Corporation, Grupo Deco America Corporation,
24 Deco California Insurance Agency, a California Corporation and all of its and their present and
25 former parent companies, subsidiaries, related entities, partners, limited partners, affiliates,
26 successors, assigns and general partners, as well as their shareholders, officers, partners, directors,
27 employees, agents, spouses, descendants, servants, registered representatives, attorneys, insurers,
28

1 affiliates and successors and assigns, any all claims, debts, liabilities, demands, obligations,
2 guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of whatever kind
3 or nature, whether known or unknown, that were alleged or could have been alleged in the First
4 Amended Complaint including without limitation any claims for unpaid wages, overtime pay,
5 commissions, travel pay, expenses, penalties, liquidated damages, interest, costs or attorney's fees
6 under Labor Code Sections 98, 98.2, 201, 202, 203, 212, 225.5, 226, 226.3, 226.7, 510, 551, 552,
7 558, 1174, 1194, 1198, 2698 *et seq.*, 2753, 2698, 2802 and any Industrial Wage Commission Wage
8 Order, Business and Professions Code Section 17200, the Fair Labor Standards Act, as amended or
9 damages relating to the payment of wages under local, state and/or federal law up to and including
10 the date of final approval.

11 25. Checks issued to Settlement Class Members (that is, class members who do not opt out)
12 pursuant to this Settlement shall remain negotiable for 120 days from the date of issuance. Any
13 settlement checks remaining uncashed after one hundred twenty (120) days shall be turned over by
14 the Settlement Administrator, with information for each Settlement Class member who failed to
15 timely cash his/her settlement check, to the State of California Unclaimed Property Fund for the
16 benefit of the Settlement Class Member to whom the Individual Settlement Payment check is
17 addressed. If a check is returned to the Settlement Administrator as undeliverable, the Settlement
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
19 search and, if another address is identified, shall mail the check to the newly identified address. If
20 the Settlement Administrator is unable to obtain a valid mailing address through this process, the
21 monies represented by the check shall treated in the same manner as the uncashed checks.

22 26. The Parties agreed that the Settlement Agreement shall become effective on the "Effective
23 Date". "Effective Date" means sixty-one (61) calendar days plus two court days after the entry of
24 the Final Approval Order and Judgment. However, in the event that an appeal or other effort to
25 obtain reconsideration or review has been initiated, the "Effective Date" shall instead mean two court
26 dates after the date that such appeal or other reconsideration or review has been finally concluded
27 in favor of the Final Approval Order and Judgment and the Final Approval Order and Judgment is
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1 no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en
2 banc, petitions for certiorari, or otherwise. The disposition entered by the Court will not adjudicate
3 the merits of the action or the liability of the Parties resulting from the allegations of the action. Its
4 sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement.
5 To that end, the Parties respectfully request that Court retain continuing jurisdiction over this action
6 and over all Parties and Settlement Class Members to enforce and effectuate the terms and intent of
7 this Agreement.

8 27. Because of Defendants' financial condition, the parties have agreed that Defendants will fund
9 the Settlement Fund by making equal payments every 90 days, with the first payment made into the
10 Settlement Fund within 60 days of the Effective Date. Every payment into the Settlement Fund shall
11 be in the amount of \$5,714.29, except the last payment (1260 days after the Effective Date) which
12 shall be in the amount of \$5,714.23. In order to reduce the costs of administration, the Settlement
13 Fund will be distributed by mail in two installments with the first distribution made within 600 days
14 of the Effective Date, and the second distribution will be made within twenty days after the last
15 payment is made by Defendants into the Settlement Fund. Amounts due to Settlement Class Counsel
16 for attorney's fees and costs, and payments to the Class Representatives shall be treated in the same
17 fashion as distributions to the Settlement Class. The Settlement Administrator shall be paid up to
18 \$12,000 from the initial payments made by Defendants.

19 28. Counsel for both Plaintiff and Defendant are experienced wage and hour class action
20 attorneys. Counsel on both sides have represented, mediated and settled other employee class
21 actions in wage and hour litigation and have knowledge of the strengths and weaknesses of the
22 methods of compensation which are sufficient to evaluate the fairness of the proposed settlement
23 herein. Counsel for both sides support the settlement and believe it to be fair and reasonable.

24 29. I have a great deal of experience in wage and hour class action litigation. I have been
25 certified and approved as class counsel in many other wage/hour class actions, and I am currently
26 litigating numerous others before this Court and others. Although not an all-inclusive list, the
27 following is a representative list of class action matters I have prosecuted as lead and/or co-lead
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counsel, all of which implicated similar law and facts to those associated with this Action:

a. *Mojica v. Compass Group, Inc., et al.* USDC Central District, Case No. 8:13-cv-01754. Wage and Hour Class Action case seeking past wages for meal and rest break violations for production workers in the State of California. Plaintiff's Counsel preliminarily appointed as Class Counsel. Case settled. Final approval granted, and funds fully disbursed.

b. *Dao v. 3M Company, et al.*, USDC, Central District, Case No. CV-08-04554. Wage and Hour Class Action case seeking past wages for "off the clock", overtime and meal and rest break violations for production workers in the State of California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

c. *Ortiz v. Kmart*, USDC, Central District, Case No. SACV 06-638 ODW. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff's counsel appointed co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

d. *Morgan v. Aramark Campus, LLC*, USDC, Central District, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

e. *West v Iron Mountain Information Management, Inc, et. al.*; LASC Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Stipulation for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff's counsel lead trial counsel and class counsel.

f. *Gonzalez v. Superior Industries International, Inc., et al.*, LASC Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

g. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County

1 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for
2 overtime, meal and rest break violations for production employees in the State of California.
3 Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections
4 and funds fully distributed.

5 h. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
6 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break
7 violations for restaurant employees in the State of California. Plaintiff's counsel appointed as lead
8 counsel. Case settled. Final Approval granted and funds fully distributed.

9 i. *Padron v. Universal Protection Service, et al.*, Orange County Superior Court, Case
10 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break
11 violations for security officers in the State of California. Plaintiff's counsel appointed as co-lead
12 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

13 j. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case
14 No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for
15 meal and rest break violations for security officers employed by defendant in the State of California.
16 Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

17 k. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
18 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest
19 break violations for housekeepers employed by defendant in the State of California. Plaintiff's
20 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
21 fully distributed.

22 l. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, Central District, Case No.
23 CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations
24 for non-exempt employees employed by defendant in the state of California. Case settled. Awaiting
25 Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

26 m. *Herrador v. Culligan International Company, et al.*, USDC, Central District, Case
27 No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees
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1 of defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled
2 and awaiting Final Approval.

3 n. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
4 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of defendant
5 in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval
6 granted, no objections and funds fully distributed.

7 o. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
8 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations
9 for security guards employed by defendant in the State of California. Plaintiff's counsel appointed
10 as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

11 p. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, LASC Case No.
12 BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for
13 production employees employed by defendant in the State of California. Plaintiff counsel appointed
14 as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

15 q. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case No.
16 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations
17 for restaurant employees employed by defendant in the State of California. Plaintiff's counsel
18 appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
19 distributed.

20 r. *Osuna v. DFG Restaurants, Inc., et al.*, LASC Case No. BC 330145. Wage and Hour
21 Class Action seeking past wages of overtime for mis-classification of managers employed by
22 Defendant, DBA Carl's Jrs. in the State of California. Plaintiff's counsel appointed as co-lead
23 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

24 s. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No.
25 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break
26 violations for retail employees employed by defendant in the State of California. Plaintiff's counsel
27 appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully
28

1 distributed.

2 t. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.
3 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification
4 of managers employed by Defendant in the State of California. Plaintiff's counsel appointed lead
5 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

6 u. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case
7 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break
8 violations for production workers employed by defendant in the State of California. Plaintiff's
9 counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully
10 distributed.

11 v. *Perez v. Naked Juice Company of Glendora, Inc.*, LASC Case No. BC387088. Wage
12 and Hour Class Action seeking past wages for overtime, meal and rest period violations for
13 production employees employed by defendant in the State of California. Plaintiff counsel appointed
14 as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

15 w. *Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour*
16 *Cases*, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour Class Action seeking
17 past wages for overtime, meal and rest period violations for security guards employed by defendant
18 in the State of California. Certification granted. Plaintiff's counsel appointed as co-lead counsel.
19 Writ taken. Court stays action pending Appellate Court ruling. Court lifted stay.

20 x. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court,
21 Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking past wages for
22 overtime, meal and rest period violations, and penalties on behalf of non-exempt production,
23 maintenance, shipping, and receiving employees employed by Defendant in California. Plaintiff
24 counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds
25 fully distributed.

26 y. *Trani v. Lisi Aerospace, et al.*, LASC Case No. BC495527. Wage and Hour Class
27 Action seeking past wages for overtime, meal and rest period violations, and penalties on behalf of
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1 non-exempt manufacturing employees employed by Defendant in California. Plaintiff counsel
2 appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully
3 distributed.

4 z. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No.
5 30-2013-00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for meal period
6 violations, and non-compliant wage statements on behalf of non-exempt production employees
7 employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled.
8 Final Approval granted, no objections and funds fully distributed.

9 30. Class Counsel and Plaintiffs understand the uncertain and risky nature of the class
10 certification process as well as the potential merits of both legal and factual defenses expected to be
11 raised by the Defendants. In light of the risks related to Defendants' financial condition, certifying
12 a class, prevailing on potentially dispositive motions, Defendants' defenses, and a potential trial,
13 Class Counsel and the Plaintiffs believe the recovery of \$80,000 is fair, reasonable, adequate, and
14 in the best interests of the Class Members. The Settlement affords the Class Members prompt relief
15 while avoiding significant legal and factual obstacles that otherwise may have prevented the Class
16 Members from obtaining any recovery at all. Indeed, the outcome of class certification, trial and any
17 attendant appeals, are inherently uncertain. Throughout this litigation and the settlement process,
18 Defendants have denied and continues to deny any liability or wrongdoing of any kind associated
19 with Representative Plaintiffs' claims alleged in the Action.

20 31. Defendants have also denied that, for any purpose other than settling the Action, it is
21 appropriate for class certification. With this in mind, the parties have concluded that the future costs
22 and expenses involved in continuing the Action are substantial and have chosen to eliminate any
23 further expenses, attorneys' fees, and uncertainty in connection with the Action. In particular, given
24 the heavily disputed nature of the case - both on factual and legal grounds - it is expected that
25 substantial expenses would be incurred in determining issues concerning additional discovery,
26 litigating any class certification motion, bringing potentially dispositive motions, and in connection
27 with any trial or possible appeals. Without admitting or conceding any liability or damages,
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1 Defendants have entered into the Agreement to fully, finally, and forever resolve this litigation and
2 bar further litigation on the terms and conditions set forth in the Agreement, and in order to avoid
3 the burden, expense, and uncertainty associated with litigation.

4 32. The main thrust of Plaintiffs' claims against Defendants has centered around alleged
5 timekeeping, wage payment, meal and rest period violations and expense reimbursement issues.
6 Plaintiffs alleged that Defendants' liability primarily stemmed from a failure to track and properly
7 compensate class members for hours worked and to reimburse Plaintiffs' expenses. Defendants
8 argued that their compensation plan was legally compliant because, in part, each the pre-need agents
9 were involved in "outside sales" and thus exempt from certain minimum wage, timekeeping and
10 overtime requirements and that other non-exempt employees' time and compensation always
11 maintained/paid in a lawful and fully compliant manner. Plaintiffs also alleged that Defendants
12 failed to reimburse certain sums for amounts held in reserve from commissions earned. Defendants
13 alleged that their policies were legally compliant and all reserve amounts owed were reimbursed as
14 required. Defendants also have asserted that the class lacked commonality because some employees
15 were paid entirely on an hourly basis while others (principally the pre-need agents) were properly
16 paid primarily on a commission basis with an hourly component. Defendants have argued that there
17 was no off-the-clock work and that as a matter of practice there is no reason that an employee should
18 work off the clock because each employee was in charge of his or her own time sheet, filled it out
19 by hand and submitted it. Plaintiffs alleged that meal and rest breaks were not typically scheduled
20 or provided. Defendants argued that pre-need agents were usually in the field during the work day,
21 made their own schedules, and were free to take meal and rest breaks as they desired or scheduled
22 themselves and that those working in the office regularly took all required breaks. Plaintiff also
23 alleged that Defendants failed to reimburse necessary expenses, like mileage and cell phone usage.
24 Defendants alleged that there were mechanisms for reimbursement and that if an individual chose
25 not to submit expenses, it was a matter of personal choice for which Defendants should not be held
26 liable, and, moreover, many individuals were reimbursed for expenses. Defendants disputed
27 Plaintiff's allegations and maintained that its meal period, rest break, scheduling, timekeeping,
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1 reimbursement, and wage payment policies were legally compliant. Defendants also alleged that
2 Plaintiffs lacked typicality with the Class. Plaintiff also alleged related claims for unfair
3 competition, non-compliant wage statements, waiting time penalties, and PAGA penalties, with the
4 majority of these claims flowing from Defendants' alleged timekeeping, wage payment, meal and
5 rest period violations. Defendants further alleged that given Defendants' financial condition, the
6 award of any significant sum for PAGA penalties was highly unlikely. Accordingly, after deductions
7 for such considerations as the differences in the parties' positions as to violation rates, the uncertainty
8 of the litigation result, the potential for individualized issues, the Court's discretion in reducing
9 PAGA penalties (particularly in light of Defendants' demonstrated financial hardship) and the
10 requirements for establishing penalties under Section 226 and Section 203 of the Labor Code,
11 Plaintiffs estimated Defendants' realistic maximum potential liability for these violations was
12 approximately \$800,000.00. As such, the \$80,000 settlement is approximately 10% of the estimated
13 realistic liability for the thrust of Plaintiff's class claims. The proposed Maximum Settlement Sum
14 is believed to be well within the "ballpark" of reasonableness, and I respectfully request that it be
15 approved. Counsel on both sides share the view that this is a fair and reasonable settlement in light
16 of the complexities of the case, the state of the law and uncertainties of class certification and
17 litigation, the policies and practices Defendants had in place or implemented, and the benefit to be
18 recovered for the Class Members. Given the risks inherent in litigation and the defenses asserted and,
19 in particular, the distinct possibility Defendants would cease operations and/or declare bankruptcy
20 based on their financial condition, thereby precluding any recovery to the Class, this settlement is
21 believed to be fair, adequate, and reasonable and in the best interests of the Class Members, and
22 should be preliminarily approved.

23 33. Plaintiffs contend their claim are suitable for class-wide adjudication and for certification in
24 accordance with the Settlement as they result from company-wide policies and practices which
25 caused the Class Members to endure common alleged violations. However, while Plaintiffs believe
26 in the strength of their allegations, there is no certainty they could prove sufficient systematic
27 violations at Defendants' hands to certify the Class.
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1 34. Class certification was also far from certain given the current state of the law regarding
2 certification and establishing common questions of fact, including the decision by the California
3 Supreme Court in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012). With such
4 precedent in mind, Defendant has contended that the issue of whether or not an employee was
5 properly provided with all required rest and meal periods in any given day, or was properly
6 compensated for all regular or overtime hours worked or properly reimbursed, are inquiries which
7 are highly dependent on individualized facts and numerous credibility determinations, and should
8 not be susceptible to class wide determination.

9 35. As a result, the considerable risk that Defendant could defeat certification and prevail on its
10 defenses (in combination with Defendant's financial condition), thus defeating any and all recovery
11 to the class, warranted a compromise of the class claims and resulted in the parties arriving at the
12 terms of their proposed Settlement.

13 36. This case also has the potential to impose enormous litigation costs on all of the parties, as
14 Defendants are expected to continue challenging Plaintiffs' allegations and to increase the pace of
15 Defendants' investigation and opposition (if they are able to continue to fund their opposition to the
16 litigation). Although it is difficult to foresee the ultimate result of a trial, we anticipate an expensive,
17 complex and time-consuming process. We foresee the possibility of a lengthy and costly appeal
18 regardless of the outcome of trial given the unsettled legal landscape governing this case. In order
19 to succeed on the merits, Class Members would also need to prevail on several hotly disputed legal
20 and factual issues. Some of these issues include the ability of the proposed Class Representative to
21 advance the interests of all Class Members and assert claims which are representative of the entire
22 class. Plaintiff would need to continue to tenaciously litigate this case through intense discovery,
23 investigation and heavy law and motion pertaining to summary judgment and class issues, based on
24 Defendants' aggressive posturing and vigorous dispute of liability and damages. Given these
25 realities, it is highly likely that the future expense of this litigation, and its likely duration if the
26 settlement is not approved, would be significant and weigh heavily in favor of approval of this
27 Settlement.
28

1 37. The Settlement provides for an enhancement payment, or service payment, to be paid to three
2 named plaintiffs/Class Representatives of \$2,500 each. The proposed Class Representatives
3 provided extensive supporting documents, and assisted counsel in developing information necessary
4 to litigate and settle this case. Plaintiffs also conducted extensive record review and consultation
5 with counsel to assist in evaluating and proving their claims and provided information and
6 documents that were vital to Class Counsel's prosecution of this matter, and dedicated invaluable
7 effort required to advance this matter to resolution. Plaintiffs assisted counsel in preparing for
8 mediation, attended the mediation and made themselves available to answer any questions that arose
9 during the course of and after the mediation, and provided extensive assistance in finalizing the
10 settlement agreement. The purpose of the service payment is to compensate the Class
11 Representatives for their service and efforts to prosecute this class action, and the risk and potential
12 consequences they assumed by virtue of serving as Class Representatives and Named Plaintiffs.
13 The payments of \$2,500 each to the Class Representatives is a small portion of the Gross Settlement
14 Amount, and small in comparison to the Net Settlement Amount guaranteed to be paid to the
15 Settlement Class. The incentive award is fair and justified as part of the Settlement. Per Defendants'
16 request, Plaintiffs have also individually executed a general release of all known and unknown
17 claims, as opposed to the limited release by the Settlement Class Members. Plaintiffs received no
18 consideration other than that described in the Settlement Agreement.

19 38. As the amount of each Individual Settlement Payment eligible to be paid to each Settlement
20 Class Member will be based on the nature of the claims and the number of months worked and sales
21 made during the Class Period credited to the Settlement Class Member as a portion of the total
22 months worked and sales made during the Class Period credited to all Class Members, each Class
23 Member will share in a proportionate share of the Net Settlement Amount and not one Class Member
24 will be favored over another.

25 39. Commonality: Class certification, as requested by the parties for the purposes of the
26 Settlement only, should be granted because Plaintiffs allege that the proposed Class Members' claims
27 all stem from the same alleged conduct, and have alleged Defendants violated California law by
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1 their: (1) failure to pay minimum wages; 2) failure to pay overtime wages; (3) failure to provide meal
2 periods; (3) failure to authorize and permit rest periods; (5) failure to provide accurate, compliant
3 itemized wage statements; (6) failure to indemnify for necessary expenses; (7) failure to timely pay
4 all wages due at termination or resignation; (8) violations of the unfair competition law; and (9)
5 it also seeks civil penalties under private attorneys' general act of 2004, Labor Code 2698, *et seq.*
6 The claims of Plaintiffs and the Class Members all flow from the same facts and legal claims, i.e.
7 that Defendants' policies, practices and procedures resulted in Defendants' failure to provide Class
8 Members with meal and rest breaks, their failure to pay in full Class Members' earned wages, and
9 their failure to reimburse employee expenses. Plaintiffs also alleged that Defendants failed to
10 reimburse certain sums otherwise payable to pre-need agents for amounts held in reserve from
11 commissions earned. The nature and types of claims available to the Class Members are identical
12 and arise out of application of uniform policies relating to timekeeping, payment of wages and
13 overtime, reimbursements and meal and rest periods. For purposes of the Settlement, the main
14 individualized differences between Class Members relate to the amount of compensation each Class
15 Member would be entitled to receive. This Action seeks recovery of alleged unpaid wages and
16 penalties pursuant to the California Labor Code, California Industrial Welfare Commission ("IWC")
17 Wage Orders and Section 17200 of the Business and Professions Code on behalf of Plaintiff and the
18 rest of the Class Members, who all share claims arising out of the same policies and practices. In
19 addition, Defendants' primary defense, that its policies were facially lawful and lawful as applied,
20 are common to all members of the Class. Commonality further exists because each Class Member's
21 claim has one common factor: pay periods. There is a second factor that is common to the vast
22 majority of Class Members: sales made. Under these circumstances, the commonality requirement
23 for certification for settlement purposes is satisfied.

24 40. Typicality: The typicality requirement is met, as the proposed Class Representative and the
25 Class Members have claimed that Defendants violated California law by its: (1) failure to pay
26 minimum wages; 2) failure to pay overtime wages; (3) failure to provide meal periods; (3) failure
27 to authorize and permit rest periods; (5) failure to provide accurate, compliant itemized wage
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1 statements; (6) failure to indemnify for necessary expenses; (7) failure to timely pay all wages due
2 at termination or resignation; (8) violations of the unfair competition law; (9) violation of the
3 Private Attorneys' General Act and (10) failure to reimburse certain sums for amounts held in reserve
4 from commissions earned. Under these specific circumstances, the typicality requirement for class
5 certification for settlement purposes is satisfied because the Class Representative and the proposed
6 Class Members all claim that Defendants committed similar violations based upon similar conduct,
7 policies and practices and they seek the same remedies. Plaintiffs contend, and Defendants do not
8 dispute for settlement purposes, that Plaintiffs claims are typical of the claims of the Settlement
9 Class because they arise from the same factual basis and are based upon the same legal theories as
10 those applicable to the Class Members.

11 41. Adequacy and Numerosity: The adequacy requirement is also satisfied. The Class
12 Representatives will receive a reasonable award for their time and efforts assisting counsel with
13 factual issues surrounding the case. Other than this specific payment, all of the Class Members will
14 receive a proportionate share of the Net Settlement Amount. As a result, there is no conflict of
15 interest between the Class Representative and the Class Members. Additionally, the Class
16 Representatives and their counsel have prosecuted this action vigorously on behalf of the Class
17 Members and have represented the proposed Class's interests in obtaining discovery, in settlement
18 negotiations at mediation, and vigorously prosecuted this case. Class Counsel is well-versed in
19 handling complex wage and hour class action litigations such as this one, and submits that the class
20 size of approximately 150 Class Members is sufficiently numerous to warrant conditional class
21 certification.

22 42. Superiority: The named Representative Plaintiffs and Class Counsel believe that common
23 questions of law and fact predominate over individual questions, and class-wide treatment of this
24 dispute is superior to individual litigation. Plaintiffs allege that the Class in this case is sufficiently
25 cohesive, since all Class Members share a common nucleus of facts and potential legal remedies, and
26 because all of the Class Members and the Class Representatives seek compensation for, among other
27 things, unpaid wages, premium wages for failure to provide meal and rest periods, unpaid expenses,
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1 penalties, and interest from Defendants for the allegations described herein. Plaintiffs allege that
2 common questions about compensation or lack thereof for work performed by Class Members
3 predominate over individual questions, and the Class Members' potential legal remedies are
4 identical. The alternative method of resolution is individual claims for relatively small amounts of
5 damages; however, individual cases would be uneconomical for potential plaintiffs because the cost
6 of litigation dwarfs their potential recovery. Further, more than 150 separate lawsuits would be an
7 unnecessary drain on judicial resources and could result in conflicting obligations being imposed
8 upon Defendant. Therefore, class treatment is the preferred method of resolution.

9 43. Ascertainably: The proposed Class is ascertainable because all of the Class Members have
10 worked for Defendant as employees compensated on a wage and/or commission basis and can be
11 identified through Defendant's employee and personnel files and payroll records. Indeed, Defendants
12 have already identified from its records approximately 150 current and former non-exempt piece-rate
13 employees comprising the potential Class, which the parties respectfully request the Court
14 preliminarily certify for settlement purposes.

15 44. The parties' proposed Class Notice is attached hereto as Exhibit A and proposed Opt Out is
16 attached hereto as Exhibit B. The plan for providing class notice will entail mailing the Class Notice
17 to all known and reasonably ascertainable Class Members based on Defendants' payroll records. The
18 Class Notice is consistent with notices approved by numerous state and federal courts, and is
19 believed to be the best notice practicable under the circumstances of this case.

20 45. The Class Notice also fulfills the neutrality requirement. It summarizes the proceedings to
21 date and the terms and conditions of the Settlement in an informative and coherent manner, and is
22 accurate, objective, and understandable to Class Members, as is required under prevailing precedent.
23 The Class Notice clearly states the Settlement does not constitute an admission of liability by
24 Defendants and recognizes the Court has not ruled on the merits. It also states the final settlement
25 approval decision has yet to be made. Accordingly, the Class Notice complies with the standards of
26 fairness, completeness and neutrality required of a settlement class notice.

27 46. The parties' Settlement Agreement asks the Court to award in attorneys' fees what would be
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1 one-third of the total Maximum Settlement Amount which is respectfully believed to be reasonable.
2 My firm has borne the entire risk and cost of this litigation on a pure contingency basis. The legal
3 issues raised in this case were complex, and drew significantly upon the experience of Class Counsel
4 and our extensive review and analysis of this Action. In a complex action such as this, Class
5 Counsel's proposed attorneys' fees accurately reflect the legal marketplace and are within the range
6 of customarily approved fees by California courts.

7 47. Despite the complexity of the case, Class Counsel has, through our investment of substantial
8 effort and resources, secured a reasonable settlement on behalf of the Class Members. The issues
9 and arguments Class Counsel has encountered and overcome in arriving at the parties' negotiated
10 settlement terms were also many and complex, and required skillful advocacy that can arise only out
11 of experience, professional perspective, and success. Plaintiffs would have faced substantial legal
12 and factual obstacles in demonstrating that Class certification was appropriate, particularly given the
13 alleged independent functions of the Class Members. Class Counsel has negotiated a substantial
14 settlement on behalf of the Class for claims that Defendants have alleged depend upon highly
15 individualized inquiries. Plaintiff would have also been required to establish a significant amount
16 of witness testimony, pattern and practice evidence, statistical evidence, sampling evidence, expert
17 testimony, and other evidence in order to evaluate and present arguments at both class certification
18 and trial. Defendants have vigorously challenged the claims pled in the Complaint, contested
19 liability, the amount of claimed damages, the propriety of Class certification, and would have
20 continued to do so through trial. In addition, as detailed above, Defendants' financial condition
21 created the real risk that Defendants would cease operations and declare bankruptcy, thereby
22 defeating any recovery to the class. Accordingly, Class Counsel believes the Settlement to be fair,
23 reasonable, and adequate and that it is in the best interest of the Class Members. The fairness and
24 adequacy of the Settlement is confirmed by all known facts and circumstances, including the risk of
25 significant delay and uncertainty associated with litigation, the various defenses asserted by
26 Defendants, and numerous potential appellate issues. Defendants and Defendants' counsel also agree
27 that the settlement is fair, reasonable and adequate.
28

1 48. Plaintiffs and Class Counsel respectfully submit the fees provision of the Settlement is fair
2 and reasonable both when cross-checked under the lodestar and common fund method. The total
3 billable hours that I and my firm have invested and will invest in prosecuting this action, should the
4 settlement be approved by this honorable Court, is substantial. I respectfully submit that our fees and
5 costs request is fair and reasonable because we have expended substantial time and effort in
6 achieving the proposed Settlement, including the following tasks: investigating the factual and legal
7 basis of the action; analyzing documents provided by Plaintiffs, including time and payroll
8 documents; investigating Defendants' organization from publicly available information; investigation
9 of the claims and interviews with witnesses; preparing the Complaint; preparing and reviewing
10 informal discovery; reviewing and analyzing hundreds of pages of documents, including a significant
11 random sampling of class-wide time keeping and payroll information; lengthy conversations with
12 defense counsel regarding the claims alleged in this action and engaging in early settlement efforts;
13 preparing complex damages analysis and extrapolation of damages to the entire Class; preparing a
14 detailed mediation brief; preparing for and attending a full day mediation with Michelle Reinglass;
15 negotiating and finalizing a Settlement Agreement with Defendants' Counsel after the mediation;
16 soliciting proposals from settlement administrators; and drafting the preliminary approval motion
17 and supporting papers. As such, I respectfully submit that a lodestar cross-check will support the
18 reasonableness of the requested fees, as no multiplier need be applied to reach the requested fee
19 allocation. If the Court wishes, we will provide detailed billing records to date; otherwise, such
20 documents will be provided in conjunction with the Final Approval Motion.

21 49. I submit that the requested attorneys' fees of one-third of the Maximum Settlement Amount
22 that Class Counsel has obtained on behalf of the Class Members is fair and reasonable, as are the
23 hourly rates at which our attorneys bill. The fee request (at final approval) will be supported by a
24 detailed explanation of the qualifications of each timekeeper, and their corresponding hourly rate,
25 along with an explanation of the amount of time performed on the various tasks performed on behalf
26 of Plaintiff and the Class Members.

27 50. The Settlement which Class Counsel has negotiated on behalf of the Class confronts very
28

1 difficult and individualized issues which make certification and proof of merits challenging and
2 work-intensive. I and our firm's attorneys and paralegals have secured this Settlement through
3 persistent advocacy of the class claims, which has applied legal nuances and negotiation techniques
4 to achieve a very favorable result for the Class Members. Other attorneys without our experience
5 and comprehensive knowledge and perspective in connection with complex employment litigation
6 would not have been able to achieve such superior settlement terms on behalf of the Class, and
7 would not have been able to do so in the time frame in which we accomplished settlement. I believe
8 the requested amount of one third of the gross settlement in attorneys' fees under the Settlement is
9 a reasonable allocation given the result we have secured for the Class Members. I, therefore,
10 respectfully request the Court approve the allocated attorneys' fees under the parties' Settlement.
11 Defendant and its counsel do not oppose the requested fee allocation.

12 51. In serving as Plaintiffs' counsel and Class Counsel in this matter, my firm will also seek
13 reimbursement for the out-of-pocket costs up to \$10,000. Any sums not awarded will be available
14 for distribution to the Class as part of the Net Settlement Amount. I will provide the Court with a
15 detailed summary of the total costs at the time of the Final Approval Motion. I believe that all of
16 these fees and costs are reasonable and necessarily incurred in litigating this matter and in pursuit
17 of the settlement.

18 52. The Parties have agreed to a proposed notice plan to be administered by an experienced
19 notice and claims administrator, ILYM Group, Inc. (the "Settlement Administrator"), in English and
20 Spanish. Individual direct notice will be sent to all Class Members via first-class mail based upon
21 data culled from Defendants' employee and payroll records. The Settlement Administrator will also
22 utilize best-practices address updating methods for any mailed notice returned as undelivered.
23 Defendants' records provide a reliable source of information about the identity of the Class Members
24 and contact information for purposes of distributing Class Notice. Based on research and past
25 experience, the Parties' proposed Class Notice program is consistent with class certification notices
26 approved by numerous state and federal courts, and is, under the circumstances of this case, the best
27 notice practicable and satisfies all due process requirements.
28

1 53. The Class Notice fulfills the neutrality requirement. It summarizes the proceedings to date
2 and the terms and conditions of the Settlement in an informative, coherent manner, in compliance
3 with CALIF. RULES OF COURT 3.766 and 3.769. The Class Notice clearly states that the Settlement
4 does not constitute an admission of liability by Defendants, and recognizes that the Court has not
5 ruled on the merits of the action. It also states that the final decision regarding settlement approval
6 has yet to be made. Accordingly, the Class Notice complies with the standards of fairness,
7 completeness, and neutrality required of a settlement class notice disseminated under authority of
8 the Court.

9
10 I declare under penalty of perjury that the foregoing is true and correct.

11 Executed on this 20th day of September, 2018 at Irvine, California.
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14 _____
15 James R. Hawkins
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EXHIBIT 4

JAMES HAWKINS APLC
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Attorneys for Plaintiffs Efrain J. Sanchez,
Alejandro Ruiz, Luis Franco, individually and
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE**

EFRAIN J. SANCHEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GRUPO DECO CALIFORNIA
CORPORATION, a California Corporation;
GRUPO DECO AMERICA CORPORATION,
a Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. BC 526934

Assigned For All Purposes To The
Honorable Kenneth R. Freeman, Dept. 14

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
JAMES R. HAWKINS IN SUPPORT OF
JOINT MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT
AGREEMENT**

Hearing Date: March 12, 2019
Time: 11:00 a.m.

Action Filed: November 6, 2013
FAC Filed: September 9, 2015
Trial Date: None set

I, James R. Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs Efrain J. Sanchez, Alejandro Ruiz and Luis Franco ("Plaintiffs" or "Class Representatives") who have filed this Class Action on behalf of themselves and all other similarly situated current and former employees of Defendants Grupo Deco California Corporation, Grupo Deco America Corporation and Deco Insurance Agency ("Defendants") (with Plaintiffs, collectively "the Parties"). I have personal

1 knowledge of the facts set forth below, and if called to testify regarding them, I could and would
2 do so competently.

3 2. I submit this supplemental declaration in support of the Parties' Joint Motion for
4 Preliminary Approval to address the Court's questions in the November 2018 preliminary
5 approval checklist. Attached as Exhibit A is the Court's checklist for ease in reference.

6 3. Attached hereto as Exhibit B is a true and correct copy of the executed Settlement
7 and Release Agreement ("Settlement Agreement"), including exhibits thereto, which the parties
8 ask the Court to preliminarily approve. The redlined version comparing the original agreement
9 with the revised agreement is Exhibit C.

10 4. Exhibit D hereto consists of the parties' Notice of Proposed Class Action
11 Settlement ("Notice") (which will be administered in English and Spanish); Exhibit E hereto
12 consists of the Opt Out Form/Request for Exclusion which the parties propose to have the
13 administrator send to the Settlement Class.

14 5. According to a review of records and the Court's Register of Actions, Plaintiff
15 Sanchez sued Deco Familia (an internal "trade name" for the defendants Grupo Deco California
16 and Grupo Deco America) and Rosecrans Funeral Home (the facility where plaintiff worked) for
17 (1) disability discrimination (a stutter), (2) harassment, (3) sex discrimination (sexual orientation
18 discrimination), (4) wrongful termination, (5) retaliation, and, (6) intentional infliction of
19 emotional distress. The case, LASC No. BC 549106, was filed on June 18, 2014. The matter was
20 settled in December 2015 and dismissed with prejudice. The settlement and release agreement
21 specifically did not release Sanchez's claims in this matter. Sanchez was not represented by
22 James Hawkins APLC in the individual action.

24 6. The following information regarding the discovery and investigation conducted by
25 Class Counsel during the course of this action is provided per the Court's request. Defendants
26 responded to form general interrogatories, form employment interrogatories, special
27 interrogatories and document demands. Defendants provided several thousand pages including
28 timesheets, payroll accounting registers, employee handbooks, email correspondence, and the five

1 most recent state and federal tax returns which allowed counsel to review trends in the data
2 presented with their CPA. The tax returns were reviewed by the CPA that works with Plaintiff's
3 counsel to determine Defendant's financial health and ability to pay. Defendants also provided
4 certain information relating to unforeseen expenses due to litigation (unrelated to this action or
5 the Sanchez wrongful termination action), increases in worker's compensation insurance, and
6 relating to their consultations with bankruptcy counsel in the event the matter could not be
7 informally resolved. Defendants also provided information regarding the handling of funds
8 obtained from clients—specifically, certain amounts received from clients for services were
9 required to be held in trust and could not be used to pay operational expenses or a settlement of
10 the entities.

11 7. Plaintiffs' counsel provides the following facts to supplement those previously
12 provided in the first submission (including paragraph 32-33 of the Hawkins Declaration). Given
13 Defendants' contentions that pre-need agents (the vast majority of those in the settlement class)
14 were properly classified as outside sales persons and provision of evidence to this end, Plaintiffs
15 faced significant hurdles in obtaining certification. Further, if Defendants were able to
16 successfully prove that pre-need agents were properly classified, and thus exempt from the wage
17 order, overtime, minimum wage, and rest period requirements, this would greatly diminish any
18 possible recovery. Assuming that Plaintiffs were successful in obtaining certification on a failure
19 to pay minimum wages and overtime claim, and that pre-need agents were not properly classified
20 as outside sales persons, Plaintiff estimated the maximum liability at approximately \$29.3 million
21 dollars. This assumes that all individuals in the class (estimated at 141 at that time of mediation)
22 worked 30 hours each week (24,393 workweeks) for which they were not compensated at least
23 minimum wage. However, in discovery, the evidence demonstrated that it was not likely that
24 Plaintiffs would succeed in obtaining certification on these unpaid wage claims because of
25 differences among the class. Defendants contended that there were no minimum wage or
26 overtime claims because pre-need sales people were engaged in outside sales and as such not
27 subject to overtime or minimum wage rules; these were commission-only positions. The pre-need
28

1 agents were paid a stipend, basically an hourly wage, for attendance at sales meeting; however,
2 Defendants contended that these payments were not required by law because, as outside
3 salespersons, the pre-need agents spent far more than 50% of their time away for any Defendants'
4 facility soliciting contracts. Defendants produced anecdotal evidence to this end. Outside of
5 attendance at sales meetings and periodic attendance at funeral services (where they provided
6 information regarding pre-need plans and services and were there for the purpose of soliciting
7 additional sales), the pre-need agents set their own schedules including deciding when and for
8 how long to take meal periods. In addition, Defendants have argued that there was no off-the-
9 clock work and that as a matter of practice there is no reason that an employee should work off
10 the clock because each employee was in charge of his or her own time sheet, filled it out by hand
11 and submitted it. Defendants produced evidence that the non-agents worked typical office hours,
12 rarely, if ever worked overtime, and were paid above minimum wage. Thus, counsel estimated
13 that it was unlikely that Plaintiffs would prevail on these claims and obtain recovery on a class-
14 wide basis.

15
16 Similarly, given the obstacles in proving that the outside sales exemption did not apply on
17 a class-wide basis and the lack of relevant documentation, as well as the fact that given the nature
18 of the work by the pre-need agents and the fact that they could schedule and take their own meals
19 and rest periods, Plaintiffs' counsel determined that it was unlikely that Plaintiffs would prevail
20 on the rest period claim (as outside salespersons are exempt from rest period requirements).
21 However, assuming Plaintiffs could have the rest period claim certified, Plaintiffs' estimated that
22 the Defendants' maximum exposure on this claim was \$975,720 (141 employees, 121,965 shifts,
23 24,393 workweeks).

24 As for the meal period claims, Defendants produced evidence that for all relevant
25 purposes, all class members were able to and took regular meal periods and rest breaks. Plaintiffs
26 alleged that meal and rest breaks were not typically scheduled or provided. Defendants argued
27 that pre-need agents were usually in the field during the work day, made their own schedules, and
28 were free to take meal and rest breaks as they desired or scheduled themselves and that those

1 working in the office regularly took all required breaks. In addition, there was evidence presented
2 that meal breaks were taken, although sporadically—most alleged violations appear to have
3 occurred during the early portion of the class period. Given the requirements of *Brinker*, there is
4 an open question as to whether certification could be obtained on the meal period claim.
5 Assuming, however, that certification could be achieved, Plaintiffs estimated that Defendants’
6 maximum exposure was \$ 487,860.00 (141 employees, 24,393 workweeks, 121,965 total shifts,
7 50% violation rate).

8 As for the reserve accounts (breach of contract claims), Plaintiffs primarily maintained
9 that Defendants failed to pay amounts held in reserve from commissions earned at the end of
10 employment as required under the terms of the commission agreement. Defendants maintained
11 that as to the reserve accounts there was no liability that could be proven across the class that
12 related to the reserve accounts for pre-need agents. Defendants contended that if there was any
13 failure to pay reserves, it would have been as a result of unique circumstances applicable only to
14 specific sales and basically aberrations or oversights, not a class-wide problem. There would be
15 no liability to any person who did not have any sales (non-pre-need agents and pre-need agents
16 who made no sales). Assuming that, on average, Defendants failed to pay \$2500 of the
17 commissions earned and held in reserve to pre-need agents, Plaintiffs estimated that Defendants’
18 maximum liability on this claim was \$352,500.00. (141 employees with \$2500 held in reserve).

19 As for the reimbursement claim, Plaintiff alleged that Defendants failed to reimburse
20 necessary expenses, like mileage and cell phone usage. Defendants alleged that there were
21 mechanisms for reimbursement and that if an individual chose not to submit expenses, it was a
22 matter of personal choice for which Defendants should not be held liable, and, moreover, many
23 individuals were reimbursed for expenses. Defendants produced evidence that, at best, the
24 reimbursement for expenses was handled inconsistently. However, in some cases
25 reimbursements were actually made. Thus, whether a claim for failure to reimburse would have
26 been certified is not certain. Plaintiffs estimated that Defendants’ maximum liability was
27 approximately \$284,000 on this claim (141 employees at \$1000 of unreimbursed expenses per
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1 year).

2 Plaintiffs also asserted derivative claims for violation of Labor Code section 226 (106
3 employees with a maximum \$4000 penalty=\$424,000.00), Labor Code section 203 (106
4 employees at a maximum 203 30-day penalty of \$1920.00= \$203,520), and for penalties under
5 PAGA in the amount of \$1.2 million for each violation.

6 Accordingly, after deductions for such considerations as the differences in the parties'
7 positions as to violation rates, the uncertainty of the litigation result (particularly with regard to
8 the outside salesperson exemption applicability), the potential for individualized issues, the
9 Court's discretion in reducing PAGA penalties (particularly in light of Defendants' demonstrated
10 financial hardship) and the requirements for establishing penalties under Section 226 and Section
11 203 of the Labor Code, Plaintiffs estimated Defendants' realistic maximum potential liability for
12 these violations was approximately \$800,000.00. As such, the \$80,000 settlement is
13 approximately 10% of the estimated realistic liability for the thrust of Plaintiffs' class claims
14 (specifically, the reserve and LC 2802 claims).

15
16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed on this 14th day of February 2019 at Irvine, California.

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19 _____
20 James R. Hawkins
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EXHIBIT 5

JAMES HAWKINS APLC
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Attorneys for Plaintiffs Efrain J. Sanchez,
Alejandro Ruiz, Luis Franco, individually and
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE**

EFRAIN J. SANCHEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GRUPO DECO CALIFORNIA
CORPORATION, a California Corporation;
GRUPO DECO AMERICA CORPORATION,
a Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. BC 526934

Assigned For All Purposes To The
Honorable Kenneth R. Freeman, Dept. 14

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
JAMES R. HAWKINS IN SUPPORT OF
JOINT MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT
AGREEMENT**

Hearing Date: May 2, 2019
Time: 10:00 a.m.

Action Filed: November 6, 2013
FAC Filed: September 9, 2015
Trial Date: None set

I, James R. Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs Efrain J. Sanchez, Alejandro Ruiz and Luis Franco ("Plaintiffs" or "Class Representatives") who have filed this Class Action on behalf of themselves and all other similarly situated current and former employees of Defendants Grupo Deco California Corporation, Grupo Deco America Corporation and Deco Insurance Agency ("Defendants") (with Plaintiffs, collectively "the Parties"). I have personal

1 knowledge of the facts set forth below, and if called to testify regarding them, I could and would
2 do so competently.

3 2. I submit this supplemental declaration in support of the Parties' Joint Motion for
4 Preliminary Approval to address the Court's questions in the March 11, 2019 tentative ruling.

5 3. Attached hereto as Exhibit 1 is a true and correct copy of the Settlement
6 Agreement which the parties request that the Court preliminarily approve.

7 4. Attached hereto as Exhibit 2 is a true and correct copy of the revised notice that
8 the parties propose to send to the members of the settlement class.

9 5. Attached hereto as Exhibit 3 is a true and correct copy of the proof of submission
10 to the LWDA.

11 6. Plaintiffs' counsel provides the following facts to supplement those previously
12 provided in the first and second submission (including paragraphs 32-33 of the Original Hawkins
13 Declaration and paragraph 7 of the Supplemental Hawkins Declaration). The estimated realistic
14 liability of \$800,000 set forth in the declaration previously submitted is the liability that
15 Plaintiff's counsel estimated Defendants faced largely for the failure to pay reserve amounts and
16 Labor Code 2802 claims. Simply put, there would be no recovery for failure to pay minimum
17 wages, overtime, or meal and rest periods on an individual or class-wide basis, if the non-exempt
18 pre-need employees were properly classified as outside sales persons as Defendants' contended.
19 Moreover, given the differences in experiences across the class of non-exempt employees, the
20 chance of obtaining recovery on a class-wide basis was slim. Given the evidence presented that
21 pre need employees were properly classified as outside sales employees, and, that regardless of
22 classification, employees filled out their own time sheets, set their own schedules, arranged
23 meetings with clients, determined when and how to take meal and rest periods, and in some cases
24 did record such meal periods, Plaintiff's counsel believed that recovery was unlikely as to any of
25 these claims. Similarly, as to the group of non-pre need employees, Defendants produced
26 evidence that these employees worked typical office hours, rarely worked overtime, were paid
27 above minimum wage, and received compliant meal and rest periods. Thus, as to this group as
28

1 well, Plaintiff's counsel believed that recovery was unlikely as to these claims on a class-wide
2 basis. Accordingly, in reaching the total realistic liability of \$800,000, no value was allocated to
3 these claims.

4 The \$800,000 figure relates largely to a failure to pay back the reserve and the Labor Code
5 section 2802 claims. The method of calculating the exposure of \$352,500 on the reserve claim
6 (as to pre-need employees) and the \$284,000 on the failure to reimburse, Labor Code section
7 2802, claim (as to all employees). The remaining \$163,500 was allocated to Labor Code section
8 203 penalties for the failure to pay back the reserve to employees. Taking full value of the LC
9 203 claim into account would increase the realistic liability to \$840,020; however, there would be
10 no claim for failure to pay back the reserve as to the non-exempt employees who were not pre-
11 need employees. No reserve was held as to these individuals. Thus, no LC 203 claim as to these
12 individuals. Accordingly, Plaintiff's counsel believed that \$800,000 was an appropriate estimate
13 of the realistic liability faced.

14 7. Putting aside the merits and certification issues discussed in this and prior
15 declarations, Plaintiffs' counsel believes that this Settlement is in the best interest of the
16 settlement class because it is the maximum amount that Defendants have represented they can
17 pay for the claims presented based upon their current financial condition. While the recovery is
18 admittedly less than Plaintiffs' counsel generally sees in other cases, Defendants' financial
19 condition creates a precarious situation. If Defendants declare bankruptcy, there is likely to be no
20 recovery for the class members. Thus, this represents, in Plaintiffs' counsel's opinion, the best
21 hope for any recovery for the class. Moreover, Plaintiffs' counsel has inquired of Defendants,
22 and is unaware of any similar claims or litigation for wages. Finally, this resolution was reached
23 with the assistance of esteemed wage and hour class action mediator Michelle Reinglass.
24 Plaintiffs' counsel has requested an award of 1/3 of the common fund as typically approved in
25 other matters where a common fund is secured through the efforts of Plaintiffs' counsel. Such an
26 approach is consistent with *Laffitte v. Robert Half International, Inc.*, 1 Cal. 5th 480 (2016), and is
27 certainly supported by a review of Plaintiffs' counsel's lodestar. Indeed, the amount requested
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1 (\$26,640.00) is far less than Plaintiffs' lodestar which exceeds \$300,000. Plaintiffs' counsel has
2 spent over 500 hours litigating this matter and incurred over \$12,200 in hard costs to date. If
3 Plaintiffs' counsel incurs less than the \$15,000 requested in costs in the litigation of this matter,
4 such amount will revert to the net settlement fund for distribution under the terms of the
5 Settlement. Notably, the Settlement Agreement contemplates that Plaintiffs' counsel's fees will
6 be paid at the same time as the amounts paid to class members.

7 8. The class representatives seek a service award of \$2,500 each because they have
8 each dedicated countless hours to this litigation over the course of the last five and a half years.
9 As detailed more extensively in my prior declaration and the declarations of the class
10 representatives submitted concurrently herewith, they have been very involved in the litigation, as
11 they have been in constant communication with class counsel, made themselves available during
12 investigation and mediation, and to assist with executing the settlement and throughout the
13 preliminary approval process. The omission of the general release and section 1542 waiver in the
14 prior iteration of the settlement agreement was in error, and has been added to the document. The
15 general release provides additional consideration for the award request.
16

17 I declare under penalty of perjury that the foregoing is true and correct.

18 Executed on this 11th day of April 2019 at Irvine, California.
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21 James R. Hawkins
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EXHIBIT 6

JAMES HAWKINS APLC
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Attorneys for Plaintiffs Efrain J. Sanchez,
Alejandro Ruiz, Luis Franco, individually and
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE**

EFRAIN J. SANCHEZ, individually and on
behalf of all others similarly situated,

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v.

GRUPO DECO CALIFORNIA
CORPORATION, a California Corporation;
GRUPO DECO AMERICA CORPORATION,
a Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. BC 526934

Assigned For All Purposes To The
Honorable Kenneth R. Freeman, Dept. 14

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
JAMES R. HAWKINS IN SUPPORT OF
JOINT MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT
AGREEMENT**

Hearing Date: July 9, 2019
Time: 10:00 a.m.

Action Filed: November 6, 2013
FAC Filed: September 9, 2015
Trial Date: None set

I, James R. Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs Efrain J. Sanchez, Alejandro Ruiz and Luis Franco ("Plaintiffs" or "Class Representatives") who have filed this Class Action on behalf of themselves and all other similarly situated current and former employees of Defendants Grupo Deco California Corporation, Grupo Deco America Corporation and Deco Insurance Agency ("Defendants") (with Plaintiffs, collectively "the Parties"). I have personal

1 knowledge of the facts set forth below, and if called to testify regarding them, I could and would
2 do so competently.

3 2. I submit this supplemental declaration in support of the Parties' Joint Motion for
4 Preliminary Approval.

5 3. Attached hereto as Exhibit 1 is a true and correct copy of the Settlement
6 Agreement which the parties request that the Court preliminarily approve.

7 4. Attached hereto as Exhibit 2 is a true and correct redlined copy of the Settlement
8 Agreement reflecting the changes that have been made since the last hearing.

9 5. Attached hereto as Exhibit 3 is a true and correct copy of the revised notice that
10 the parties propose to send to the members of the settlement class.

11 6. Attached hereto as Exhibit 4 is a true and correct redlined copy of the revised
12 notice reflecting the changes that have been made since the last hearing.

13 7. Attached hereto as Exhibit 5 is a true and correct copy of the proof of submission
14 to the LWDA.

15 8. Plaintiffs' counsel provides the following summary of the facts relating to the
16 estimations of liability (see also paragraph 32-33 of the original Hawkins Declaration, paragraph
17 7 of the supplemental declaration) set forth in my prior declarations. This is a recitation of the
18 facts previously provided and is provided for the Court's ease in reference following the
19 discussion at the last hearing.
20

21 Given Defendants' contentions that pre-need agents (the vast majority of those in the
22 settlement class) were properly classified as outside sales persons and provision of evidence to
23 this end, Plaintiffs faced significant hurdles in obtaining certification. Further, if Defendants
24 were able to successfully prove that pre-need agents were properly classified, and thus exempt
25 from the wage order, overtime, minimum wage, and rest period requirements, this would greatly
26 diminish any possible recovery. Assuming that Plaintiffs were successful in obtaining
27 certification on a failure to pay minimum wages and overtime claim, and that pre-need agents
28 were not properly classified as outside sales persons, Plaintiff estimated the maximum liability at

1 approximately \$29.3 million dollars. This assumes that all individuals in the class (estimated at
2 141 at that time of mediation) worked 30 hours each week (24,393 workweeks) for which they
3 were not compensated at least minimum wage. However, in discovery, the evidence
4 demonstrated that it was not likely that Plaintiffs would succeed in obtaining certification on
5 these unpaid wage claims because of differences among the class. Defendants contended that
6 there were no minimum wage or overtime claims because pre-need sales people were engaged in
7 outside sales and as such not subject to overtime or minimum wage rules; these were
8 commission-only positions. The pre-need agents were paid a stipend, basically an hourly wage,
9 for attendance at sales meeting; however, Defendants contended that these payments were not
10 required by law because, as outside salespersons, the pre-need agents spent far more than 50% of
11 their time away for any Defendants' facility soliciting contracts. Defendants produced anecdotal
12 evidence to this end. Outside of attendance at sales meetings and periodic attendance at funeral
13 services (where they provided information regarding pre-need plans and services and were there
14 for the purpose of soliciting additional sales), the pre-need agents set their own schedules
15 including deciding when and for how long to take meal periods. In addition, Defendants have
16 argued that there was no off-the-clock work and that as a matter of practice there is no reason that
17 an employee should work off the clock because each employee was in charge of his or her own
18 time sheet, filled it out by hand and submitted it. Defendants produced evidence that the non-
19 agents worked typical office hours, rarely, if ever worked overtime, and were paid above
20 minimum wage. Thus, counsel estimated that it was unlikely that Plaintiffs would prevail on
21 these claims and obtain recovery on a class-wide basis.
22

23 Similarly, given the obstacles in proving that the outside sales exemption did not apply on
24 a class-wide basis and the lack of relevant documentation, as well as the fact that given the nature
25 of the work by the pre-need agents and the fact that they could schedule and take their own meals
26 and rest periods, Plaintiffs' counsel determined that it was unlikely that Plaintiffs would prevail
27 on the rest period claim (as outside salespersons are exempt from rest period requirements).
28 However, assuming Plaintiffs could have the rest period claim certified, Plaintiffs' estimated that

1 the Defendants' maximum exposure on this claim was \$975,720 (141 employees, 121,965 shifts,
2 24,393 workweeks).

3 As for the meal period claims, Defendants produced evidence that for all relevant
4 purposes, all class members were able to and took regular meal periods and rest breaks. Plaintiffs
5 alleged that meal and rest breaks were not typically scheduled or provided. Defendants argued
6 that pre-need agents were usually in the field during the work day, made their own schedules, and
7 were free to take meal and rest breaks as they desired or scheduled themselves and that those
8 working in the office regularly took all required breaks. In addition, there was evidence presented
9 that meal breaks were taken, although sporadically—most alleged violations appear to have
10 occurred during the early portion of the class period. Given the requirements of *Brinker*, there is
11 an open question as to whether certification could be obtained on the meal period claim.
12 Assuming, however, that certification could be achieved, Plaintiffs estimated that Defendants'
13 maximum exposure was \$ 487,860.00 (141 employees, 24,393 workweeks, 121,965 total shifts,
14 50% violation rate).

15 As for the reserve accounts (breach of contract claims), Plaintiffs primarily maintained
16 that Defendants failed to pay amounts held in reserve from commissions earned at the end of
17 employment as required under the terms of the commission agreement. Defendants maintained
18 that as to the reserve accounts there was no liability that could be proven across the class that
19 related to the reserve accounts for pre-need agents. Defendants contended that if there was any
20 failure to pay reserves, it would have been as a result of unique circumstances applicable only to
21 specific sales and basically aberrations or oversights, not a class-wide problem. There would be
22 no liability to any person who did not have any sales (non-pre-need agents and pre-need agents
23 who made no sales). Assuming that, on average, Defendants failed to pay \$2500 of the
24 commissions earned and held in reserve to pre-need agents, Plaintiffs estimated that Defendants'
25 maximum liability on this claim was \$352,500.00. (141 employees with \$2500 held in reserve).
26

27 As for the reimbursement claim, Plaintiff alleged that Defendants failed to reimburse
28 necessary expenses, like mileage and cell phone usage. Defendants alleged that there were

1 mechanisms for reimbursement and that if an individual chose not to submit expenses, it was a
2 matter of personal choice for which Defendants should not be held liable, and, moreover, many
3 individuals were reimbursed for expenses. Defendants produced evidence that, at best, the
4 reimbursement for expenses was handled inconsistently. However, in some cases
5 reimbursements were actually made. Thus, whether a claim for failure to reimburse would have
6 been certified is not certain. Plaintiffs estimated that Defendants' maximum liability was
7 approximately \$284,000 on this claim (141 employees at \$1000 of unreimbursed expenses per
8 year).

9 Plaintiffs also asserted derivative claims for violation of Labor Code section 226 (106
10 employees with a maximum \$4000 penalty=\$424,000.00), Labor Code section 203 (106
11 employees at a maximum 203 30-day penalty of \$1920.00= \$203,520), and for penalties under
12 PAGA in the amount of \$1.2 million for each violation.

13 Accordingly, after deductions for such considerations as the differences in the parties'
14 positions as to violation rates, the uncertainty of the litigation result (particularly with regard to
15 the outside salesperson exemption applicability), the potential for individualized issues, the
16 Court's discretion in reducing PAGA penalties (particularly in light of Defendants' demonstrated
17 financial hardship) and the requirements for establishing penalties under Section 226 and Section
18 203 of the Labor Code, Plaintiffs estimated Defendants' realistic maximum potential liability for
19 these violations was approximately \$800,000.00. As such, the \$80,000 settlement is
20 approximately 10% of the estimated realistic liability for the thrust of Plaintiffs' class claims
21 (specifically, the reserve and LC 2802 claims).

22 Importantly, the estimated realistic liability of \$800,000 set forth in the declaration
23 previously submitted is the liability that Plaintiff's counsel estimated Defendants faced largely for
24 the failure to pay reserve amounts and Labor Code 2802 claims. Simply put, there would be no
25 recovery for failure to pay minimum wages, overtime, or meal and rest periods on an individual
26 or class-wide basis, if the non-exempt pre-need employees were properly classified as outside
27 sales persons as Defendants' contended. Moreover, given the differences in experiences across
28

1 the class of non-exempt employees, the chance of obtaining recovery on a class-wide basis was
2 slim. Given the evidence presented that pre need employees were properly classified as outside
3 sales employees, and, that regardless of classification, employees filled out their own time sheets,
4 set their own schedules, arranged meetings with clients, determined when and how to take meal
5 and rest periods, and in some cases did record such meal periods, Plaintiff's counsel believed that
6 recovery was unlikely as to any of these claims. Similarly, as to the group of non-pre need
7 employees, Defendants produced evidence that these employees worked typical office hours,
8 rarely worked overtime, were paid above minimum wage, and received compliant meal and rest
9 periods. Thus, as to this group as well, Plaintiff's counsel believed that recovery was unlikely as
10 to these claims on a class-wide basis. Accordingly, in reaching the total realistic liability of
11 \$800,000, no value was allocated to these claims.

12 The \$800,000 figure relates largely to a failure to pay back the reserve and the Labor Code
13 section 2802 claims. The method of calculating the exposure of \$352,500 on the reserve claim
14 (as to pre-need employees) and the \$284,000 on the failure to reimburse, Labor Code section
15 2802, claim (as to all employees). The remaining \$163,500 was allocated to Labor Code section
16 203 penalties for the failure to pay back the reserve to employees. Taking full value of the LC
17 203 claim into account would increase the realistic liability to \$840,020; however, there would be
18 no claim for failure to pay back the reserve as to the non-exempt employees who were not pre-
19 need employees. No reserve was held as to these individuals. Thus, no LC 203 claim as to these
20 individuals. Accordingly, Plaintiff's counsel believed that \$800,000 was an appropriate estimate
21 of the realistic liability faced.

22
23 9. Putting aside the merits and certification issues discussed in this and prior
24 declarations, Plaintiffs' counsel believes that this Settlement is in the best interest of the
25 settlement class because it is the maximum amount that Defendants have represented they can
26 pay for the claims presented based upon their current financial condition. While the recovery is
27 admittedly less than Plaintiffs' counsel generally sees in other cases, Defendants' financial
28 condition creates a precarious situation. If Defendants declare bankruptcy, there is likely to be no

1 recovery for the class members. Thus, this represents, in Plaintiffs' counsel's opinion, the best
2 hope for any recovery for the class. Moreover, Plaintiffs' counsel has inquired of Defendants,
3 and is unaware of any similar claims or litigation for wages. Finally, this resolution was reached
4 with the assistance of esteemed wage and hour class action mediator Michelle Reinglass.
5

6 I declare under penalty of perjury that the foregoing is true and correct.

7 Executed on this 29th day of May 2019 at Irvine, California.
8

9 _____
10 James R. Hawkins
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EXHIBIT 7

ORIGINAL

JAMES HAWKINS APLC
James R. Hawkins, SBN 192925
james@jameshawkinsaplc.com
Christina M. Lucio, SBN 253677
christina@jameshawkinsaplc.com
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiffs Efrain J. Sanchez,
Alejandro Ruiz, Luis Franco, individually and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EFRAIN J. SANCHEZ, individually and on
behalf of others similarly situated,

Plaintiffs,
v.

GROUP DECO CALIFORNIA
CORPORATION, a California Corporation;
GRUPO DECO AMERICA
CORPORATION, a Delaware Corporation;
DOES 1-50, inclusive,
Defendants.

Case No. BC 526934

Honorable Kenneth R. Freeman

~~PROPOSED~~ ORDER MODIFYING
PRELIMINARY APPROVAL ORDER
AND DIRECTING CLASS NOTICE
PROCEDURE

Complaint Filed: November 6, 2013

RECEIVED

APR 23 2021

Room 106

FILED
Superior Court of California
County of Los Angeles

APR 28 2021
Sherri R. Carter, Executive Officer/Clerk of Court
By Berta Guerrero Deputy

FAXED

04/29/2021

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PROPOSED ORDER

The Court having reviewed the Declaration of Christina M. Lucio, and having held the conference on April 21, 2021, finds good cause to Order as follows:

1. The final approval hearing set for April 27, 2021 is hereby vacated, and re-set for August 31, 2021 at 10:00 a.m.
2. Defendants shall provide the full class list to the Settlement Administrator, ILYM Group, no later than April 28, 2021.
3. The Settlement Administrator shall send Notice, substantially in the form of Exhibit A hereto, and the Request for Exclusion, substantially in the form of Exhibit C hereto, to the Class Members who were previously sent an incorrect notice in connection with the Settlement.
4. The Settlement Administrator shall send Notice, substantially in the form of Exhibit B hereto, and the Request for Exclusion, substantially in the form of Exhibit C hereto, to the Class Members who were not previously sent notice in connection with the Settlement.
5. The Settlement Administrator is further directed to carry out its obligations in accordance with the terms of the Settlement Agreement and the Court's Order Granting Preliminary Approval of Class Action Settlement, Approval of Class Notice and Conditional Certification of Settlement Class.
6. The Court orders the following schedule for further proceedings:
 - a. On or before April 28, 2021, Defendants shall provide to the Settlement Administrator and Class Counsel a list containing Class Members' (i) names; (ii) last known addresses; (iii) last known telephone number; (iv) social security number; (v) dates of employment and (vi) information relating to the number of months worked for Defendants by each putative Class Member and the number of commissions earned as defined in the Settlement Agreement.

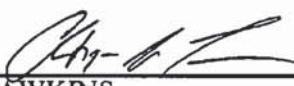
- 1 b. On or before May 5, 2021, the Settlement Administrator shall update the
2 addresses using the NCOALink system, and shall send the Class Notice and
3 Payment Notice via first-class mail to the Settlement Class Members and shall
4 email the notice to each Settlement Class Member for whom there is a known
5 email address.
- 6 c. No later than June 19, 2021, Settlement Class Members may submit a request
7 for exclusion from the Settlement in accordance with the Settlement.
- 8 d. No later than June 19, 2021, Settlement Class Members may submit any
9 objections to the Settlement.
- 10 e. No later July 1, 2021, the Settlement Administrator shall provide Class
11 Counsel and Counsel for Defendants a summary of compliance with notice
12 procedures and a complete and accurate list of all Participating Class
13 Members, all Class Members who sent timely requests to be excluded from
14 the Action, and all Class Members who objected to the settlement. This
15 summary shall be in the form of a declaration.
- 16 f. All briefs and materials in support of an Order for Final Approval and
17 Judgment and Application for Attorneys' Fees and Costs shall be filed with
18 the Court by August 9, 2021.
- 19 g. A Final Approval Hearing shall be held before this Court on August 31, 2021
20 at 10:00 a.m. in Department 14 of the Spring Street Courthouse to determine
21 all necessary matters concerning the Settlement, including whether the
22 Proposed Settlement is fair, adequate, and reasonable, whether this Court
23 should grant final approval, whether there should be any Fee and Expense
24 Award and/or Service Award, and the amounts of any such award.
- 25
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1
2 **IT IS SO ORDERED.**

3
4 DATED: 4-28-2021 By: 
5 JUDGE OF THE SUPERIOR COURT

6 APPROVED AS TO FORM AND CONTENT:

7
8 JAMES HAWKINS APLC

9
10 By: 
11 JAMES R. HAWKINS
12 CHRISTINA M. LUCIO
13 Attorneys for Plaintiff Efrain J. Sanchez, Alejandro Ruiz,
14 and Luis Franco, individually and on behalf of all others similarly situated

15 THE LAW OFFICE OF JOSEPH D. TUCHMAYER

16 
17 By: _____
18 Joseph D. Tuchmayer
19 Attorneys for Defendants
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EXHIBIT A

04/29/2021

EXHIBIT A

**PLEASE DISREGARD ANY PRIOR NOTICE, IF ANY, RECEIVED REGARDING THIS
SETTLEMENT**

**NOTICE OF PENDENCY OF CLASS ACTION AND OF SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING AND RIGHT TO APPEAR**

TO: All individuals who were employed as non-exempt employees by Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and/or Deco California Insurance Agency (hereafter "Defendants") -- including without limitation pre-need agents (hereafter "Pre-Need Agents") to sell pre-need policies in the State of California at any time and who earned a commission from selling pre-need policies for Defendants -- at any time from November 6, 2009 to July 12, 2019 (the "Settlement Class");

Please read this notice carefully. It relates to a proposed settlement of class action litigation. If you are a class member as described hereafter, it contains important information as to your right to make a claim for payment, to elect not to be included in the class, or to object to the proposed settlement, as further described below.

TO PARTICIPATE IN THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF A FINAL SETTLEMENT IS APPROVED BY THE COURT, YOU WILL RECEIVE APPROXIMATELY THE AMOUNT SET FORTH ON PAGE 4 BELOW.

THE PAYMENTS PURSUANT TO THIS SETTLEMENT WILL BE MADE OVER A PERIOD OF APPROXIMATELY THREE YEARS. CLASS MEMBERS MUST KEEP THE SETTLEMENT ADMINISTRATOR APPRISED OF ANY CHANGES OF ADDRESS.

Pursuant to the orders of the Los Angeles County Superior Court entered July 12, 2019 and April , 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement has been reached between the parties in an action captioned as *Efrain J. Sanchez v. Grupo Deco California, et al.*, Case No. BC526934, pending in the Superior Court of Los Angeles County, California on behalf of current and former non-exempt employees of Defendants who were employed by Defendants at any time from November 6, 2009 and July 12, 2019. You have received this notice because records indicate that you may be one of these individuals.

DESCRIPTION OF THE LITIGATION

On November 6, 2013, Sanchez filed a Complaint in the Superior Court for the County of Los Angeles, Case No. BC526934, on behalf of himself and all others similarly situated naming Grupo Deco as defendant. The case was assigned to Judge Kenneth R. Freeman. Sanchez filed a First Amended Complaint on or about May 28, 2015 (hereafter the "First Amended Complaint") and purported to allege therein class action and Private Attorney General Act ("PAGA") claims for (1) breach of contract and the implied covenant of good faith and fair dealing, (2) failure to pay overtime wages, (3) failure to pay minimum wages, (4) failure to reimburse necessary expenditures, (5) failure to provide meal periods, (6) failure to authorize and permit rest periods, (7) failure to provide with accurate itemized wage statements, (8) failure to pay wages owed upon separation from employment, (9) unfair competition, and, (10) violation of Labor Code Section 2698, *et seq.* (hereafter collectively the "Class Action Claims").

Defendants have vigorously denied and continue to deny any liability and/or wrongdoing alleged in the First Amended Complaint and further assert that, for any purpose other than settlement, this action is not appropriate for class treatment.

The Court has not decided whether Plaintiffs or Defendants will prevail in this litigation. Instead, the parties have agreed to settle this matter.

Since the lawsuit was filed, there has been ongoing investigation and information exchanged through formal and informal discovery. Furthermore, the parties participated in extensive settlement discussions including a mediation in March 2017. As a result of the arm's-length negotiations, the Parties have entered into a Settlement and Release Agreement to Settle the Class Action ("Settlement Agreement"), which has been given preliminary approval by the Court. The Settlement Class Representatives and Settlement Class Counsel support this settlement. Among the reasons for their support are the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the current and projected status of the economy and Defendants' current and projected financial condition along with the delays associated with litigation.

If you are a member of a Settlement Class as defined below, you may have the right to participate in the settlement. This settlement contemplates (a) entry of a final order approving the settlement and judgment; and (b) discharge of all Parties and their respective counsel from liability for any and all of the released claims.

THE CLASS

For purposes of settling this Litigation and Settlement only, the Court has certified the Settlement Class defined as follows:

All individuals who were employed as non-exempt employees by Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and/or Deco California Insurance Agency (hereafter "Defendants") -- including without limitation pre-need agents (hereafter "Pre-Need Agent") by Defendants to sell pre-need policies in the State of California at any time and who earned a commission from selling pre-need policies for Defendants -- from November 6, 2009 to July 12, 2019.

This group will hereafter be referred to as the "Settlement Class." You are a Settlement Class member if you fit within the definition of the Class stated above regardless of whether you are currently employed by Defendants.

If the settlement is not approved by the Court or does not become final for any other reason, the Lawsuit will continue.

ATTORNEYS OF RECORD

Counsel for the Settlement Class ("Settlement Class Counsel") is:

James Hawkins
Christina Lucio
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618
(949) 987-7200

Counsel for Defendants:

Joseph D. Tuchmayer
The Law Office of Joseph D. Tuchmayer
888 South Figueroa, Suite 620
Los Angeles, California 90017
(323) 806-2209

Copies of any documents filed with the Court in this Litigation should be sent to the above-listed counsel.

SUMMARY OF THE PROPOSED SETTLEMENT

The settlement as preliminarily approved by the Court provides for the following:

A. Settlement Fund

The total and all-inclusive Settlement Fund is eighty thousand and 00/100 dollars (\$80,000.00).

B. Litigation Costs

Settlement Class Counsel shall be reimbursed from the Settlement Fund for their reasonable out-of-pocket litigation costs, as determined by the Court ("Litigation Costs") up to a maximum of fifteen thousand and 00/100 dollars (\$15,000.00).

C. Attorneys' Fees

Subject to Court approval, Class Counsel will be paid thirty-three and one-third percent (33 1/3%) of the Settlement Fund, which equals twenty-six thousand six hundred forty and 00/100 dollars (\$26,640.00). All of Plaintiffs' attorneys' fees and litigation costs shall be paid from this Settlement Fund.

D. Incentive Payments for Plaintiffs

Named plaintiffs Efrain Sanchez, Alejandro Ruiz and Luis Franco shall receive incentive payments of two thousand five hundred and 00/100 dollars (\$2,500.00) *each* for their service as plaintiffs in this action as well as for their willingness to accept the risks associated with bringing this lawsuit.

E. Settlement Administration Costs

ILYM Group, Inc. will be paid up to twelve thousand dollars (\$12,000) for the costs of administering the Settlement pursuant to the terms of the Settlement Agreement and the Court's Order.

F. PAGA Payment

The Parties have also agreed to allocate \$1,000 as a PAGA penalty payment to settle any and all claims for which penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA") may be sought or are otherwise available as set forth in the operative complaint. Seventy-five percent (75%) of this amount or \$750 will be paid to the LWDA and twenty-five percent (25%) of this amount or \$250 will be distributed to the Class as part of the Net Settlement Fund.

G. Settlement Amounts Payable to Settlement Class Members

Settlement Class members will be paid their individual Settlement Amount from the Settlement Fund after deduction of (1) Litigation Costs; (2) Class Counsel's Attorney's Fees in the amount ordered by the Court; (3) the Incentive Awards to the named plaintiffs; (4) the Settlement Administration Costs; and, (5) the amount paid to the LWDA. The amount left after these deductions from which to pay Settlement Class members is the "Net Settlement Fund."

For purposes of determining distributions of the Net Settlement Fund, each Settlement Class member will be paid according to the number of points the Class Member received in accordance with the terms set forth below. The total sum of all points for all Settlement Class members will be divided into the total of the Net Settlement Fund which the Parties estimate to be approximately \$18,000.00. That quotient multiplied by the number of points assigned to each individual member of the Settlement Class shall provide the approximate amount of the Net Settlement Fund to be distributed to each member of the Settlement Class. Points shall be allocated to each member of the Settlement Class -- as follows:

- a. One (1) point for each month an individual was on the payroll of Defendants at any time from November 6, 2009 to July 12, 2019 and employed as a non-exempt employee, and,
- b. Two (2) points for each commissioned pre-need sale made by a non-exempt from November 6, 2009 to July 12, 2019. "Commissioned pre-need sales" are limited to sales in which the purchaser did not revoke or otherwise cause the sale to be cancelled (including without limitation by a failure to make required payments) within twelve months of the date the sales contract was executed by the purchaser. In the event the twelve-month period has not elapsed by July 12, 2019 with respect to a sales contract, that contract shall be treated as a completed sale.
- c. The value of each point will be determined by dividing the Net Settlement Fund by the total number of points derived from the sum of a. and b. above. The estimated amount due to a Settlement Class Member shall be the value of a single point multiplied by the total points available to that Settlement Class Member.
- d. If an individual was not on the payroll for at least fifteen (15) days during a month, that individual shall not receive a point for that month.

The "Effective Date" of the Settlement Agreement shall be sixty-one (61) calendar days plus two court days after the entry of the Final Approval Order and Judgment. However, in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the "Effective Date" shall instead mean two court days after the date that such appeal or other reconsideration or review has been finally concluded in favor of the Final Approval Order and Judgment and the Final Approval Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise. The disposition entered by the Court will not adjudicate the merits of the action or the liability of the Parties resulting from the allegations of the action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this action and over all Parties and Settlement Class Members to enforce and effectuate the terms and intent of this Agreement.

Each Individual Settlement Payment will represent wages, interest, penalties, and expense reimbursement allocated using the following formula: 15% allocated to wages; 80% to expense reimbursement; and 5% allocated to penalties and interest. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable payroll withholdings and deductions, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the expense reimbursement, interest and penalty portions of the Individual Settlement Payments.

Defendants' records indicate the following regarding the beginning date and termination (if any) of employment with Defendants and the Commissioned Pre-Need Sales by you during the applicable time frames set forth in (a) and (b) above:

Point Category	Points	Total
1	<<Points>>	2446
2	<<Points>>	7072
Total Points		9518
Estimated value per Point		\$1.90
Estimated distribution to you	<<Est.SettlementAmt>>	

Please be patient. If the Settlement Agreement is approved by the Court, Defendants will fund the Settlement Fund by making payments into the Fund for up to forty-two (42) months. Payments from the Settlement Fund will be made to Settlement Class Members who do not opt out of the Settlement in two installments. The first payment will be made within 600 days of the Effective Date stated above, and the second payment will be made within twenty days after the last payment is made by Defendants into the Settlement Fund. Amounts due to Settlement Class Counsel for attorney's fees and costs, and payments to the Class Representatives shall be treated in the same fashion as distributions to the Settlement Class.

Please keep the Settlement Administrator updated on your current address to ensure that you receive any payments made.

YOUR RIGHTS AS A CLASS MEMBER

A. No Need To Do Anything If You Want to Be Part of a Class

To participate in the settlement as described in the preceding paragraph, you do not need to do anything (if a final settlement is approved by the court).

Your participation in the settlement will be based on the formula described in the summary above and in detail in the Settlement Agreement although this amount could change based on the factors outlined in the Settlement Agreement.

By not doing anything – such as excluding yourself from the class or objecting to the settlement in Court (as described in Paragraphs B and C, below) – you will be bound by the terms of the Settlement Agreement and/or by any other final disposition of this Lawsuit. Specifically, you receive the payments specified in the Settlement Agreement and will be bound by the terms of the release as described below and therefore be forever barred from pursuing any claims against Defendants that were asserted in this Lawsuit for any period through the date of the final settlement. If the proposed settlement is approved, you will receive a Settlement Sum.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself (“opt out”) by completing the Request for Exclusion Form that is enclosed. The Request for Exclusion Form must be completed, signed, dated, and returned to:

ILYM Group, Inc.
Attention: Sanchez v. Grupo Deco, et al.
P.O. Box 2031
Tustin, CA 92781

The Request for Exclusion Form must be postmarked no later than [45 days from Mailing]

If the Request for Exclusion Form is sent from within the United States, it must be sent through the United States Postal Service via First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope. Any person who submits a complete and timely Request for Exclusion Form shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the settlement, and shall receive no benefits from the settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendants. However, there are deadlines to pursuing such claims known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing your individual claim if you decide to opt out of the settlement.

C. Objecting to the Settlement

You may choose to object to the terms of the settlement. However, if the Court rejects your objection, you will still be bound by the terms of the settlement as you must be a Class Member to object to the settlement. You may not submit both a Request for Exclusion Form and an Objection. If you submit both an Objection and a Request for Exclusion, the Request for Exclusion will be accepted, and the Objection will be rejected. If you choose to object to the settlement, you may file a written objection, but you are not required to do so. In lieu of filing a written objection (or in conjunction with such filing) you may enter an appearance in *propria persona* (meaning you choose to represent yourself) or through your own attorney at your own cost at the hearing. If you choose to submit a written Objection, the Objection should be sent to the Settlement Administrator at:

ILYM Group, Inc.
Attention: Sanchez v. Grupo Deco, et al.
P.O. Box 2031
Tustin, CA 92781

For any written Objection you must submit your name, address, dates of employment with Defendants, the last four digits of your social security number, and a detailed statement of the specific reason for your objection and any legal support for each objection, as well as any supporting documents, briefs, exhibits or other materials. The Objection must be signed by you or your attorney, and it must also state whether you or your attorney intend to appear at the Final Fairness and Approval Hearing. Within two business days of receipt, the Settlement Administrator will provide the Objection and any related documents to Settlement Class Counsel who will then file the Objection with the Court. *Any written Objection which you choose to file must be postmarked no later than [45 days from Mailing]*

D. Disputes Regarding Calculation of the Amount to Be Paid to You Under the Settlement Agreement

If you believe that the calculations of the amount that may be due you under the Settlement Agreement are incorrect because, for example, you have not been credited with enough commissioned sales, you should promptly send a letter explaining the reason(s) you believe the calculation is incorrect together with any supporting documents to Defendants' Counsel with a copy to Settlement Class Counsel at the addresses set forth below. They will review and respond to your letter within five business days of receipt; however, their decision on matters is final and your only recourse if you continue to disagree will be to opt out of the class or formally object to the Settlement Agreement as outlined in Paragraphs B and C above.

Settlement Class Counsel:

James Hawkins
james@jameshawkinsaplc.com
Christina Lucio
christina@jameshawkinsaplc.com
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618

Counsel for Defendants:

Joseph D. Tuchmayer
joetuchmayer@hotmail.com
The Law Office of Joseph D. Tuchmayer
888 South Figueroa, Suite 620
Los Angeles, California 90017

RELEASE OF CLAIMS

Upon the final approval by the Court of this Settlement Agreement and completion of administration, and except as to such rights or claims as may be created by this Settlement Agreement, the Settlement Class, including Named Plaintiffs Sanchez, Ruiz and Franco and each member of the Settlement Class fully releases and discharges Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and Deco California Insurance Agency, and all of its and their present and former parent companies, subsidiaries, related entities, partners, limited partners, affiliates, successors, assigns and general partners (the "Released Parties"), as well as their shareholders, officers, partners, directors, employees, agents, spouses, descendants, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns of the foregoing from the "Released Claims" which include any and all claims, debts, liabilities, demands, obligations, wages, salaries, commissions, penalties, costs, expenses, reimbursement for expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature that were alleged or could have been alleged in the First Amended Complaint based on the facts and circumstances alleged therein including without limitation any claims for unpaid wages (including wages in the form of commissions), minimum wage, overtime pay, expenses, penalties, liquidated damages, interest, costs or attorney's fees under Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 510, 558, 1174, 1194, 1198, 2698 *et seq.*, 2802 and any Industrial Wage Commission Wage Order, Business and Professions Code Section 17200, and/or damages relating to the payment of wages under local and/or state as set forth in the operative Complaint for the time period from November 6, 2009 to July 12, 2019.

FINAL SETTLEMENT APPROVAL HEARING

The Los Angeles Superior Court will hold a hearing in the Courtroom of the Honorable Kenneth R. Freeman located at the Los Angeles Superior Court, Department 14, 312 North Spring Street, Los Angeles, California 90012 on **August 31, 2021** at **10:00 a.m.** to determine whether the settlement should be finally approved as fair, reasonable, and adequate.

The Court also will be asked to approve Settlement Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the Incentive Awards to be paid to the named plaintiffs. Settlement Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than **August 9, 2021** and will be available for review after that date. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you object to the proposed settlement and you have timely submitted an objection to the Settlement.

ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. You may contact the Administrator or Settlement Class Counsel for additional information.

Settlement Class Counsel:

James Hawkins
Christina Lucio
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618
(949) 387-7200

Settlement Administrator:

ILYM Group, Inc.
Attention: Sanchez v. Grupo Deco, et al.
P.O. Box 2031
Tustin, CA 92781
Phone Number: 888-250-6810

For the precise terms and conditions of the settlement, you should consult the complete Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this Lawsuit, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk, 312 North Spring Street, Los Angeles, California 90012.

Please put the last four digits of your social security number on all correspondence to Settlement Class Counsel and to the Defense Counsel and/or the Settlement Administrator in this matter. If you move after receiving this notice, or if it was incorrectly addressed, please provide your correct address to the Settlement Administrator listed above.

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS
SETTLEMENT OR THE CLAIM PROCESS.**

04/29/2021

04/29/2021

EXHIBIT B

**NOTICE OF PENDENCY OF CLASS ACTION AND OF SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING AND RIGHT TO APPEAR**

TO: All individuals who were employed as non-exempt employees by Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and/or Deco California Insurance Agency (hereafter "Defendants") -- including without limitation pre-need agents (hereafter "Pre-Need Agents") to sell pre-need policies in the State of California at any time and who earned a commission from selling pre-need policies for Defendants – at any time from November 6, 2009 to July 12, 2019 (the "Settlement Class"):

Please read this notice carefully. It relates to a proposed settlement of class action litigation. If you are a class member as described hereafter, it contains important information as to your right to make a claim for payment, to elect not to be included in the class, or to object to the proposed settlement, as further described below.

TO PARTICIPATE IN THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF A FINAL SETTLEMENT IS APPROVED BY THE COURT, YOU WILL RECEIVE APPROXIMATELY THE AMOUNT SET FORTH ON PAGE 4 BELOW.

THE PAYMENTS PURSUANT TO THIS SETTLEMENT WILL BE MADE OVER A PERIOD OF APPROXIMATELY THREE YEARS. CLASS MEMBERS MUST KEEP THE SETTLEMENT ADMINISTRATOR APPRISED OF ANY CHANGES OF ADDRESS.

Pursuant to the orders of the Los Angeles County Superior Court entered July 12, 2019 and April , 2021, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement has been reached between the parties in an action captioned as *Efrain J. Sanchez v. Grupo Deco California, et al.*, Case No. BC526934, pending in the Superior Court of Los Angeles County, California on behalf of current and former non-exempt employees of Defendants who were employed by Defendants at any time from November 6, 2009 and July 12, 2019. You have received this notice because records indicate that you may be one of these individuals.

DESCRIPTION OF THE LITIGATION

On November 6, 2013, Sanchez filed a Complaint in the Superior Court for the County of Los Angeles, Case No. BC526934, on behalf of himself and all others similarly situated naming Grupo Deco as defendant. The case was assigned to Judge Kenneth R. Freeman. Sanchez filed a First Amended Complaint on or about May 28, 2015 (hereafter the "First Amended Complaint") and purported to allege therein class action and Private Attorney General Act ("PAGA") claims for (1) breach of contract and the implied covenant of good faith and fair dealing, (2) failure to pay overtime wages, (3) failure to pay minimum wages, (4) failure to reimburse necessary expenditures, (5) failure to provide meal periods, (6) failure to authorize and permit rest periods, (7) failure to provide with accurate itemized wage statements, (8) failure to pay wages owed upon separation from employment, (9) unfair competition, and, (10) violation of Labor Code Section 2698, *et seq.* (hereafter collectively the "Class Action Claims").

Defendants have vigorously denied and continue to deny any liability and/or wrongdoing alleged in the First Amended Complaint and further assert that, for any purpose other than settlement, this action is not appropriate for class treatment.

The Court has not decided whether Plaintiffs or Defendants will prevail in this litigation. Instead, the parties have agreed to settle this matter.

Since the lawsuit was filed, there has been ongoing investigation and information exchanged through formal and informal discovery. Furthermore, the parties participated in extensive settlement discussions including a mediation in March 2017. As a result of the arm's-length negotiations, the Parties have entered into a Settlement and Release Agreement to Settle the Class Action ("Settlement Agreement"), which has been given preliminary approval by the Court. The Settlement Class Representatives and Settlement Class Counsel support this settlement. Among the reasons for their support are the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the current and projected status of the economy and Defendants' current and projected financial condition along with the delays associated with litigation.

If you are a member of a Settlement Class as defined below, you may have the right to participate in the settlement. This settlement contemplates (a) entry of a final order approving the settlement and judgment; and (b) discharge of all Parties and their respective counsel from liability for any and all of the released claims.

THE CLASS

For purposes of settling this Litigation and Settlement only, the Court has certified the Settlement Class defined as follows:

All individuals who were employed as non-exempt employees by Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and/or Deco California Insurance Agency (hereafter "Defendants") -- including without limitation pre-need agents (hereafter "Pre-Need Agent") by Defendants to sell pre-need policies in the State of California at any time and who earned a commission from selling pre-need policies for Defendants -- from November 6, 2009 to July 12, 2019.

This group will hereafter be referred to as the "Settlement Class." You are a Settlement Class member if you fit within the definition of the Class stated above regardless of whether you are currently employed by Defendants.

If the settlement is not approved by the Court or does not become final for any other reason, the Lawsuit will continue.

ATTORNEYS OF RECORD

Counsel for the Settlement Class ("Settlement Class Counsel") is:

James Hawkins
Christina Lucio
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618
(949) 987-7200

Counsel for Defendants:

Joseph D. Tuchmayer
The Law Office of Joseph D. Tuchmayer
888 South Figueroa, Suite 620
Los Angeles, California 90017
(323) 806-2209

Copies of any documents filed with the Court in this Litigation should be sent to the above-listed counsel.

SUMMARY OF THE PROPOSED SETTLEMENT

The settlement as preliminarily approved by the Court provides for the following:

A. Settlement Fund

The total and all-inclusive Settlement Fund is eighty thousand and 00/100 dollars (\$80,000.00).

B. Litigation Costs

Settlement Class Counsel shall be reimbursed from the Settlement Fund for their reasonable out-of-pocket litigation costs, as determined by the Court ("Litigation Costs") up to a maximum of fifteen thousand and 00/100 dollars (\$15,000.00).

C. Attorneys' Fees

Subject to Court approval, Class Counsel will be paid thirty-three and one-third percent (33 1/3%) of the Settlement Fund, which equals twenty-six thousand six hundred forty and 00/100 dollars (\$26,640.00). All of Plaintiffs' attorneys' fees and litigation costs shall be paid from this Settlement Fund.

D. Incentive Payments for Plaintiffs

Named plaintiffs Efrain Sanchez, Alejandro Ruiz and Luis Franco shall receive incentive payments of two thousand five hundred and 00/100 dollars (\$2,500.00) *each* for their service as plaintiffs in this action as well as for their willingness to accept the risks associated with bringing this lawsuit.

E. Settlement Administration Costs

ILYM Group, Inc. will be paid up to twelve thousand dollars (\$12,000) for the costs of administering the Settlement pursuant to the terms of the Settlement Agreement and the Court's Order.

F. PAGA Payment

The Parties have also agreed to allocate \$1,000 as a PAGA penalty payment to settle any and all claims for which penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA") may be sought or are otherwise available as set forth in the operative complaint. Seventy-five percent (75%) of this amount or \$750 will be paid to the LWDA and twenty-five percent (25%) of this amount or \$250 will be distributed to the Class as part of the Net Settlement Fund.

G. Settlement Amounts Payable to Settlement Class Members

Settlement Class members will be paid their individual Settlement Amount from the Settlement Fund after deduction of (1) Litigation Costs; (2) Class Counsel's Attorney's Fees in the amount ordered by the Court; (3) the Incentive Awards to the named plaintiffs; (4) the Settlement Administration Costs; and, (5) the amount paid to the LWDA. The amount left after these deductions from which to pay Settlement Class members is the "Net Settlement Fund."

For purposes of determining distributions of the Net Settlement Fund, each Settlement Class member will be paid according to the number of points the Class Member received in accordance with the terms set forth below. The total sum of all points for all Settlement Class members will be divided into the total of the Net Settlement Fund which the Parties estimate to be approximately \$18,000.00. That quotient multiplied by the number of points assigned to each individual member of the Settlement Class shall provide the approximate amount of the Net Settlement Fund to be distributed to each member of the Settlement Class. Points shall be allocated to each member of the Settlement Class -- as follows:

- a. One (1) point for each month an individual was on the payroll of Defendants at any time from November 6, 2009 to July 12, 2019 and employed as a non-exempt employee, and,
- b. Two (2) points for each commissioned pre-need sale made by a non-exempt from November 6, 2009 to July 12, 2019. "Commissioned pre-need sales" are limited to sales in which the purchaser did not revoke or otherwise cause the sale to be cancelled (including without limitation by a failure to make required payments) within twelve months of the date the sales contract was executed by the purchaser. In the event the twelve-month period has not elapsed by July 12, 2019 with respect to a sales contract, that contract shall be treated as a completed sale.
- c. The value of each point will be determined by dividing the Net Settlement Fund by the total number of points derived from the sum of a. and b. above. The estimated amount due to a Settlement Class Member shall be the value of a single point multiplied by the total points available to that Settlement Class Member.
- d. If an individual was not on the payroll for at least fifteen (15) days during a month, that individual shall not receive a point for that month.

The "Effective Date" of the Settlement Agreement shall be sixty-one (61) calendar days plus two court days after the entry of the Final Approval Order and Judgment. However, in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the "Effective Date" shall instead mean two court days after the date that such appeal or other reconsideration or review has been finally concluded in favor of the Final Approval Order and Judgment and the Final Approval Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise. The disposition entered by the Court will not adjudicate the merits of the action or the liability of the Parties resulting from the allegations of the action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this action and over all Parties and Settlement Class Members to enforce and effectuate the terms and intent of this Agreement.

Each Individual Settlement Payment will represent wages, interest, penalties, and expense reimbursement allocated using the following formula: 15% allocated to wages; 80% to expense reimbursement; and 5% allocated to penalties and interest. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable payroll withholdings and deductions, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the expense reimbursement, interest and penalty portions of the Individual Settlement Payments.

Defendants' records indicate the following regarding the beginning date and termination (if any) of employment with Defendants and the Commissioned Pre-Need Sales by you during the applicable time frames set forth in (a) and (b) above:

Point Category	Points	Total
1	<<Points>>	2446
2	<<Points>>	7072
Total Points		9518
Estimated value per Point		\$1.90
Estimated distribution to you	<<Est.SettlementAmt>>	

Please be patient. If the Settlement Agreement is approved by the Court, Defendants will fund the Settlement Fund by making payments into the Fund for up to forty-two (42) months. Payments from the Settlement Fund will be made to Settlement Class Members who do not opt out of the Settlement in two installments. The first payment will be made within 600 days of the Effective Date stated above, and the second payment will be made within twenty days after the last payment is made by Defendants into the Settlement Fund. Amounts due to Settlement Class Counsel for attorney's fees and costs, and payments to the Class Representatives shall be treated in the same fashion as distributions to the Settlement Class.

Please keep the Settlement Administrator updated on your current address to ensure that you receive any payments made.

YOUR RIGHTS AS A CLASS MEMBER

A. No Need To Do Anything If You Want to Be Part of a Class

To participate in the settlement as described in the preceding paragraph, you do not need to do anything (if a final settlement is approved by the court).

Your participation in the settlement will be based on the formula described in the summary above and in detail in the Settlement Agreement although this amount could change based on the factors outlined in the Settlement Agreement.

By not doing anything – such as excluding yourself from the class or objecting to the settlement in Court (as described in Paragraphs B and C, below) – you will be bound by the terms of the Settlement Agreement and/or by any other final disposition of this Lawsuit. Specifically, you receive the payments specified in the Settlement Agreement and will be bound by the terms of the release as described below and therefore be forever barred from pursuing any claims against Defendants that were asserted in this Lawsuit for any period through the date of the final settlement. If the proposed settlement is approved, you will receive a Settlement Sum.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself (“opt out”) by completing the Request for Exclusion Form that is enclosed. The Request for Exclusion Form must be completed, signed, dated, and returned to:

ILYM Group, Inc.
Attention: Sanchez v. Grupo Deco, et al.
P.O. Box 2031
Tustin, CA 92781

The Request for Exclusion Form must be postmarked no later than [45 days from Mailing]

If the Request for Exclusion Form is sent from within the United States, it must be sent through the United States Postal Service via First-Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope. Any person who submits a complete and timely Request for Exclusion Form shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the settlement, and shall receive no benefits from the settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendants. However, there are deadlines to pursuing such claims known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing your individual claim if you decide to opt out of the settlement.

C. Objecting to the Settlement

You may choose to object to the terms of the settlement. However, if the Court rejects your objection, you will still be bound by the terms of the settlement as you must be a Class Member to object to the settlement. You may not submit both a Request for Exclusion Form and an Objection. If you submit both an Objection and a Request for Exclusion, the Request for Exclusion will be accepted, and the Objection will be rejected. If you choose to object to the settlement, you may file a written objection, but you are not required to do so. In lieu of filing a written objection (or in conjunction with such filing) you may enter an appearance in *propria persona* (meaning you choose to represent yourself) or through your own attorney at your own cost at the hearing. If you choose to submit a written Objection, the Objection should be sent to the Settlement Administrator at:

ILYM Group, Inc.
Attention: Sanchez v. Grupo Deco, et al.
P.O. Box 2031
Tustin, CA 92781

For any written Objection you must submit your name, address, dates of employment with Defendants, the last four digits of your social security number, and a detailed statement of the specific reason for your objection and any legal support for each objection, as well as any supporting documents, briefs, exhibits or other materials. The Objection must be signed by you or your attorney, and it must also state whether you or your attorney intend to appear at the Final Fairness and Approval Hearing. Within two business days of receipt, the Settlement Administrator will provide the Objection and any related documents to Settlement Class Counsel who will then file the Objection with the Court. *Any written Objection which you choose to file must be postmarked no later than [45 days from Mailing]*

D. Disputes Regarding Calculation of the Amount to Be Paid to You Under the Settlement Agreement

If you believe that the calculations of the amount that may be due you under the Settlement Agreement are incorrect because, for example, you have not been credited with enough commissioned sales, you should promptly send a letter explaining the reason(s) you believe the calculation is incorrect together with any supporting documents to Defendants' Counsel with a copy to Settlement Class Counsel at the addresses set forth below. They will review and respond to your letter within five business days of receipt; however, their decision on matters is final and your only recourse if you continue to disagree will be to opt out of the class or formally object to the Settlement Agreement as outlined in Paragraphs B and C above.

Settlement Class Counsel:

James Hawkins
james@jameshawkinsaplc.com
Christina Lucio
christina@jameshawkinsaplc.com
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618

Counsel for Defendants:

Joseph D. Tuchmayer
joetuchmayer@hotmail.com
The Law Office of Joseph D. Tuchmayer
888 South Figueroa, Suite 620
Los Angeles, California 90017

RELEASE OF CLAIMS

Upon the final approval by the Court of this Settlement Agreement and completion of administration, and except as to such rights or claims as may be created by this Settlement Agreement, the Settlement Class, including Named Plaintiffs Sanchez, Ruiz and Franco and each member of the Settlement Class fully releases and discharges Defendants Grupo Deco California Corporation, Grupo Deco America Corporation, and Deco California Insurance Agency, and all of its and their present and former parent companies, subsidiaries, related entities, partners, limited partners, affiliates, successors, assigns and general partners (the "Released Parties"), as well as their shareholders, officers, partners, directors, employees, agents, spouses, descendants, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns of the foregoing from the "Released Claims" which include any and all claims, debts, liabilities, demands, obligations, wages, salaries, commissions, penalties, costs, expenses, reimbursement for expenses, attorneys' fees, damages, actions or causes of action of whatever kind or nature that were alleged or could have been alleged in the First Amended Complaint based on the facts and circumstances alleged therein including without limitation any claims for unpaid wages (including wages in the form of commissions), minimum wage, overtime pay, expenses, penalties, liquidated damages, interest, costs or attorney's fees under Labor Code Sections 201, 202, 203, 226, 226.3, 226.7, 510, 558, 1174, 1194, 1198, 2698 *et seq.*, 2802 and any Industrial Wage Commission Wage Order, Business and Professions Code Section 17200, and/or damages relating to the payment of wages under local and/or state as set forth in the operative Complaint for the time period from November 6, 2009 to July 12, 2019.

FINAL SETTLEMENT APPROVAL HEARING

The Los Angeles Superior Court will hold a hearing in the Courtroom of the Honorable Kenneth R. Freeman located at the Los Angeles Superior Court, Department 14, 312 North Spring Street, Los Angeles, California 90012 on August 31, 2021 at 10:00 a.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate.

The Court also will be asked to approve Settlement Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the Incentive Awards to be paid to the named plaintiffs. Settlement Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than August 9, 2021 and will be available for review after that date. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you object to the proposed settlement and you have timely submitted an objection to the Settlement.

ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. You may contact the Administrator or Settlement Class Counsel for additional information.

Settlement Class Counsel:

James Hawkins
Christina Lucio
James Hawkins APLC
9880 Research Drive, Suite 200
Irvine, California 92618
(949) 387-7200

Settlement Administrator:

ILYM Group, Inc.
Attention: Sanchez v. Grupo Deco, et al.
P.O. Box 2031
Tustin, CA 92781
Phone Number: 888-250-6810

For the precise terms and conditions of the settlement, you should consult the complete Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this Lawsuit, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk, 312 North Spring Street, Los Angeles, California 90012.

Please put the last four digits of your social security number on all correspondence to Settlement Class Counsel and to the Defense Counsel and/or the Settlement Administrator in this matter. If you move after receiving this notice, or if it was incorrectly addressed, please provide your correct address to the Settlement Administrator listed above.

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS
SETTLEMENT OR THE CLAIM PROCESS.**

04/29/2021

04/29/2021

04/29/2021

EXHIBIT C

REQUEST FOR EXCLUSION FROM CLASS

Read the enclosed legal notice carefully before filling out this form.

I have read the Notice of Pendency of Class Action And Of Settlement of Class Action, Settlement Hearing and Right to Appear.

I do **NOT** wish to remain a member of the plaintiff settlement class preliminarily certified in the case of *Efrain J. Sanchez, et al. v. Grupo Deco California Corporation, et al.*, Case No. BC526934 pending in the Los Angeles County Superior Court.

Signature

Printed name

Last 4 of Social Security No. or Taxpayer ID

Street Address

City, State, Zip Code

If you want to exclude yourself from the class, you must legibly type or print the information needed to complete this form and return the original by mail first class, postage prepaid, before **45 days from mailing**:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

EXHIBIT 8

JAMES HAWKINS APLC
James R. Hawkins, SBN 192925
james@jameshawkinsaplc.com
Christina M. Lucio, SBN 253677
christina@jameshawkinsaplc.com
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiffs Efrain J. Sanchez,
Alejandro Ruiz, Luis Franco, individually and
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE**

EFRAIN J. SANCHEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GRUPO DECO CALIFORNIA
CORPORATION, a California Corporation;
GRUPO DECO AMERICA CORPORATION,
a Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. BC 526934

Assigned For All Purposes To The
Honorable Kenneth R. Freeman, Dept. 14

CLASS ACTION

**DECLARATION OF ALEJANDRO RUIZ
IN SUPPORT OF JOINT MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT**

Hearing Date: May 2, 2019
Time: 10:00 a.m.

Action Filed: November 6, 2013
FAC Filed: September 9, 2015
Trial Date: None set

1. I am over the age of eighteen and am the one of the named plaintiffs in this class action, in which I am asking the Court for approval to serve as the Class Representative to a class of similarly situated employees of Defendants Grupo Deco California Corporation and Grupo Deco America Corporation. I submit this Declaration in support of the Motion for Preliminary Approval of the Settlement and Release Agreement between the parties. The following is based upon my personal knowledge, and if called as a witness, I could and would competently testify regarding the statements in this Declaration.

1 2. I am a resident of California, and I was employed by Defendants as a pre-need
2 sales employee.

3 3. I asked James Hawkins, APLC to represent me in bringing a class action against
4 Defendants on behalf of myself and all other similarly situated employees of Defendants, and we
5 did as I joined this action as a named plaintiff in September 2015 with the filing of the First
6 Amended Complaint in this action. I understand that the action was initially brought against
7 Defendants in or about November 2013.

8 4. I believe my situation is similar and has been similar to all other employees like
9 me who worked for Defendants during the time period involved in this case (2009 to the present).
10 I believe my claims as alleged in the First Amended Complaint against Defendants for breach of
11 contract and the implied covenant of good faith and fair dealing, failure to pay overtime wages,
12 failure to pay minimum wages, failure to reimburse necessary expenses, failure to provide meal
13 periods, failure to authorize and permit rest periods, failure to comply with accurate itemized
14 wage statements, failure to pay all wages owed upon separation from Defendant's employment,
15 violation of the unfair competition law, and other related claims in accordance with the California
16 Labor Code and related provisions are typical of the other Class Members and that I can represent
17 our common claims because Defendant applied similar policies, practices, schedules and work
18 load requirements to us all and treated me and all Class Members similarly.

19 5. I believe that my interests have been and continue to be in alignment with the
20 Class Members, and I am willing to continue to pursue their class claims against Defendant in this
21 litigation. I believe I do not have any interests which are against the interests of the Class
22 Members, and I will continue to do what is best for all the Class Members rather than myself as I
23 have done since our original Complaint filing in November 2013—even before I was named as a
24 representative, I was involved in the investigation and litigation of this matter.

25 6. As a Class Representative, I participated a great deal in this litigation, and I have
26 been informed of its progress through my counsel at James Hawkins, APLC. I have maintained
27 the best interests of the Class Members while performing my Class Representative duties, and I
28 participated in many interviews and conferences with Class Counsel regarding the conduct and

1 settlement of this matter. I have also provided documents and evidence to Class Counsel in
2 support of the class claims, and have invested a lot of time and effort in performing my duties on
3 behalf of the Class. I have kept in frequent contact with my counsel and have assisted as
4 necessary.

5 7. After reviewing the Settlement Agreement and speaking with my counsel about it,
6 I agreed to sign the Settlement Agreement on behalf of myself and all the other Class Members. I
7 signed because I believe the Settlement obtained in this case on behalf of the Class is fair and
8 sufficient and reasonable in view of the facts I know and have been made aware of by other
9 employees like me, and due to the risk of going through further litigation. Class Counsel
10 explained all the Settlement terms to me, including the fees and costs and enhancement requests.

11 8. I understand Class Counsel will request that I be awarded a service award payment
12 of \$2,500 for my efforts as Class Representative, and that this additional payment is not
13 guaranteed and must be approved by the Court. I conservatively estimate that I have devoted
14 approximately 110 hours during the pendency of this litigation to this matter. I believe the
15 requested enhancement payment is fair and reasonable based upon the excellent result achieved
16 for the Class Members and because of the many tasks I have performed on their behalf, including:

- 17 • Compilation of documents for my attorneys;
- 18 • Extensive document review;
- 19 • Research and investigation with my attorneys, including discussions with
20 other class members;
- 21 • Multiple meetings with my attorneys and their representatives at their offices
22 and at other locations;
- 23 • Multiple meetings with other class members regarding the claims;
- 24 • Multiple telephone calls with my attorneys and their representatives;
- 25 • Assisting my attorneys in preparing for mediation;
- 26 • Attending mediation in person;
- 27 • Communicating with my attorneys during the lengthy negotiations following
28 mediation;

- Reviewing the long form settlement agreement;
- Participating in the preliminary approval process with class counsel and reviewing and signing related documents for the settlement and approval, including the Settlement and this Declaration
- Reviewing and signing the revised settlement agreements and discussing changes with counsel.

8. I also believe the requested Class Representative service award is fair and reasonable because my decision to accept the risk of being a Class Representative in a class action under the Labor Code may affect my future ability to get other jobs. In addition, as a Named Plaintiff, I am releasing Defendant of not only those claims released by the Class Members but all known or unknown claims I may have against Defendant. I voluntarily assumed these big risks and the case would not have been brought or maintained without me. I believe the Class Members, who might not even be aware of their rights if not for this class action, will substantially benefit by resolution of their claims against Defendant.

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

Executed this 10 day of April, 2019 at Bloomington, California.

Alejandro Ruiz

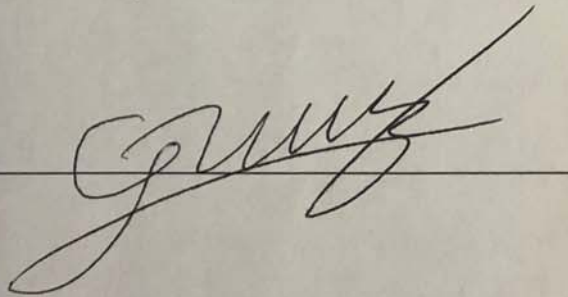
A handwritten signature in dark ink, appearing to read 'Alejandro Ruiz', is written over a horizontal line. The signature is stylized with a large, sweeping 'A' and a long, horizontal stroke extending to the right.

EXHIBIT 9

JAMES HAWKINS APLC
James R. Hawkins, SBN 192925
james@jameshawkinsaplc.com
Christina M. Lucio, SBN 253677
christina@jameshawkinsaplc.com
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiffs Efrain J. Sanchez,
Alejandro Ruiz, Luis Franco, individually and
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE**

EFRAIN J. SANCHEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GRUPO DECO CALIFORNIA
CORPORATION, a California Corporation;
GRUPO DECO AMERICA CORPORATION,
a Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. BC 526934

Assigned For All Purposes To The
Honorable Kenneth R. Freeman, Dept. 14

CLASS ACTION

**DECLARATION OF EFRAIN SANCHEZ
IN SUPPORT OF JOINT MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT**

Hearing Date: May 2, 2019
Time: 10:00 a.m.

Action Filed: November 6, 2013
FAC Filed: September 9, 2015
Trial Date: None set

1. I am over the age of eighteen and am the one of the named plaintiffs in this class action, in which I am asking the Court for approval to serve as the Class Representative to a class of similarly situated employees of Defendants Grupo Deco California Corporation and Grupo Deco America Corporation. I submit this Declaration in support of the Motion for Preliminary Approval of the Settlement and Release Agreement between the parties. The following is based upon my personal knowledge, and if called as a witness, I could and would competently testify regarding the statements in this Declaration.

1 2. I am a resident of California, and I was employed by Defendants as a pre-need
2 sales employee.

3 3. I asked James Hawkins, APLC to represent me in bringing a class action against
4 Defendants on behalf of myself and all other similarly situated employees of Defendants, and we
5 did as I brought this action against Defendants in or about November 2013. I have been involved
6 in this litigation since the beginning.

7 4. I believe my situation is similar and has been similar to all other employees like
8 me who worked for Defendants during the time period involved in this case (2009 to the present).
9 I believe my claims as alleged in the First Amended Complaint against Defendants for breach of
10 contract and the implied covenant of good faith and fair dealing, failure to pay overtime wages,
11 failure to pay minimum wages, failure to reimburse necessary expenses, failure to provide meal
12 periods, failure to authorize and permit rest periods, failure to comply with accurate itemized
13 wage statements, failure to pay all wages owed upon separation from Defendant's employment,
14 violation of the unfair competition law, and other related claims in accordance with the California
15 Labor Code and related provisions are typical of the other Class Members and that I can represent
16 our common claims because Defendant applied similar policies, practices, schedules and work
17 load requirements to us all and treated me and all Class Members similarly.

18 5. I believe that my interests have been and continue to be in alignment with the
19 Class Members, and I am willing to continue to pursue their class claims against Defendant in this
20 litigation. I believe I do not have any interests which are against the interests of the Class
21 Members, and I will continue to do what is best for all the Class Members rather than myself as I
22 have done since our original Complaint filing in November 2013.

23 6. As a Class Representative, I participated a great deal in this litigation, and I have
24 been informed of its progress through my counsel at James Hawkins, APLC. I have maintained
25 the best interests of the Class Members while performing my Class Representative duties, and I
26 participated in many interviews and conferences with Class Counsel regarding the conduct and
27 settlement of this matter. I have also provided documents and evidence to Class Counsel in
28 support of the class claims, and have invested a lot of time and effort in performing my duties on

1 behalf of the Class. I have kept in frequent contact with my counsel and have assisted as
2 necessary.

3 7. After reviewing the Settlement Agreement and speaking with my counsel about it,
4 I agreed to sign the Settlement Agreement on behalf of myself and all the other Class Members. I
5 signed because I believe the Settlement obtained in this case on behalf of the Class is fair and
6 sufficient and reasonable in view of the facts I know and have been made aware of by other
7 employees like me, and due to the risk of going through further litigation. Class Counsel
8 explained all the Settlement terms to me, including the fees and costs and enhancement requests.

9 8. I understand Class Counsel will request that I be awarded a service award payment
10 of \$2,500 for my efforts as Class Representative, and that this additional payment is not
11 guaranteed and must be approved by the Court. I conservatively estimate that I have devoted
12 approximately 150 hours over the last five and a half years to the litigation of this matter. I
13 believe the requested enhancement payment is fair and reasonable based upon the excellent result
14 achieved for the Class Members and because of the many tasks I have performed on their behalf,
15 including:

- 16 • Compilation of documents for my attorneys;
- 17 • Extensive document review;
- 18 • Research and investigation with my attorneys, including discussions with
19 other class members;
- 20 • Multiple meetings with my attorneys and their representatives at their offices
21 and at other locations;
- 22 • Multiple meetings with other class members regarding the claims;
- 23 • Multiple telephone calls with my attorneys and their representatives;
- 24 • Assisting my attorneys in preparing for mediation;
- 25 • Attending mediation in person;
- 26 • Communicating with my attorneys during the lengthy negotiations following
27 mediation;
- 28 • Reviewing the long form settlement agreement;

- Reviewing the long form settlement agreement;
- Participating in the preliminary approval process with class counsel and reviewing and signing related documents for the settlement and approval, including the Settlement and this Declaration;
- Reviewing and signing the revised settlement agreements and discussing changes with counsel.

8. I also believe the requested Class Representative service award is fair and reasonable because my decision to accept the risk of being a Class Representative in a class action under the Labor Code may affect my future ability to get other jobs. In addition, as a Named Plaintiff, I am releasing Defendant of not only those claims released by the Class Members but all known or unknown claims I may have against Defendant. I voluntarily assumed these big risks and the case would not have been brought or maintained without me. I believe the Class Members, who might not even be aware of their rights if not for this class action, will substantially benefit by resolution of their claims against Defendant.

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

Executed this 11th day of April, 2019 at Bonney, California.

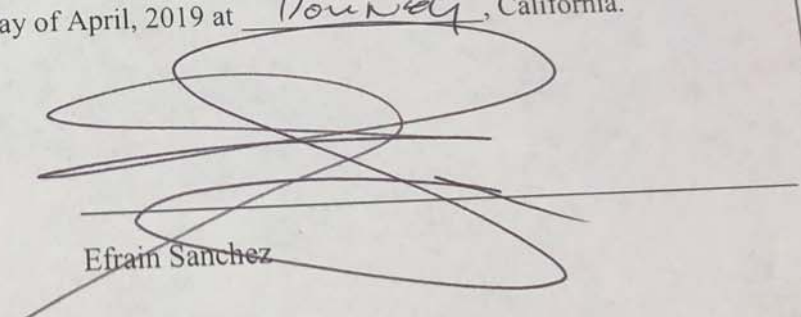

Efrain Sanchez

EXHIBIT 10

JAMES HAWKINS APLC
James R. Hawkins, SBN 192925
james@jameshawkinsaplc.com
Christina M. Lucio, SBN 253677
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Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiffs Efrain J. Sanchez,
Alejandro Ruiz, Luis Franco, individually and
on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE**

EFRAIN J. SANCHEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

GRUPO DECO CALIFORNIA
CORPORATION, a California Corporation;
GRUPO DECO AMERICA CORPORATION,
a Delaware Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. BC 526934

Assigned For All Purposes To The
Honorable Kenneth R. Freeman, Dept. 14

CLASS ACTION

**DECLARATION OF LUIS FRANCO IN
SUPPORT OF JOINT MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT**

Hearing Date: May 2, 2019
Time: 10:00 a.m.

Action Filed: November 6, 2013
FAC Filed: September 9, 2015
Trial Date: None set

1. I am over the age of eighteen and am the one of the named plaintiffs in this class action, in which I am asking the Court for approval to serve as the Class Representative to a class of similarly situated employees of Defendants Grupo Deco California Corporation and Grupo Deco America Corporation. I submit this Declaration in support of the Motion for Preliminary Approval of the Settlement and Release Agreement between the parties. The following is based upon my personal knowledge, and if called as a witness, I could and would competently testify regarding the statements in this Declaration.

1 2. I am a resident of California, and I was employed by Defendants as a pre-need
2 sales employee.

3 3. I asked James Hawkins, APLC to represent me in bringing a class action against
4 Defendants on behalf of myself and all other similarly situated employees of Defendants, and we
5 did as I joined this action as a named plaintiff in September 2015 with the filing of the First
6 Amended Complaint in this action. I understand that the action was initially brought against
7 Defendants in or about November 2013.

8 4. I believe my situation is similar and has been similar to all other employees like
9 me who worked for Defendants during the time period involved in this case (2009 to the present).
10 I believe my claims as alleged in the First Amended Complaint against Defendants for breach of
11 contract and the implied covenant of good faith and fair dealing, failure to pay overtime wages,
12 failure to pay minimum wages, failure to reimburse necessary expenses, failure to provide meal
13 periods, failure to authorize and permit rest periods, failure to comply with accurate itemized
14 wage statements, failure to pay all wages owed upon separation from Defendant's employment,
15 violation of the unfair competition law, and other related claims in accordance with the California
16 Labor Code and related provisions are typical of the other Class Members and that I can represent
17 our common claims because Defendant applied similar policies, practices, schedules and work
18 load requirements to us all and treated me and all Class Members similarly.

19 5. I believe that my interests have been and continue to be in alignment with the
20 Class Members, and I am willing to continue to pursue their class claims against Defendant in this
21 litigation. I believe I do not have any interests which are against the interests of the Class
22 Members, and I will continue to do what is best for all the Class Members rather than myself as I
23 have done since our original Complaint filing in November 2013—even before I was named as a
24 representative, I was involved in the investigation and litigation of this matter.

25 6. As a Class Representative, I participated a great deal in this litigation, and I have
26 been informed of its progress through my counsel at James Hawkins, APLC. I have maintained
27 the best interests of the Class Members while performing my Class Representative duties, and I
28 participated in many interviews and conferences with Class Counsel regarding the conduct and

1 settlement of this matter. I have also provided documents and evidence to Class Counsel in
2 support of the class claims, and have invested a lot of time and effort in performing my duties on
3 behalf of the Class. I have kept in frequent contact with my counsel and have assisted as
4 necessary.

5 7. After reviewing the Settlement Agreement and speaking with my counsel about it,
6 I agreed to sign the Settlement Agreement on behalf of myself and all the other Class Members. I
7 signed because I believe the Settlement obtained in this case on behalf of the Class is fair and
8 sufficient and reasonable in view of the facts I know and have been made aware of by other
9 employees like me, and due to the risk of going through further litigation. Class Counsel
10 explained all the Settlement terms to me, including the fees and costs and enhancement requests.

11 8. I understand Class Counsel will request that I be awarded a service award payment
12 of \$2,500 for my efforts as Class Representative, and that this additional payment is not
13 guaranteed and must be approved by the Court. I conservatively estimate that I have devoted
14 approximately 90 hours during the pendency of this litigation to this matter. I believe the
15 requested enhancement payment is fair and reasonable based upon the excellent result achieved
16 for the Class Members and because of the many tasks I have performed on their behalf, including:

- 17 • Compilation of documents for my attorneys;
- 18 • Extensive document review;
- 19 • Research and investigation with my attorneys, including discussions with
20 other class members;
- 21 • Multiple meetings with my attorneys and their representatives at their offices
22 and at other locations;
- 23 • Multiple meetings with other class members regarding the claims;
- 24 • Multiple telephone calls with my attorneys and their representatives;
- 25 • Assisting my attorneys in preparing for mediation and ensuring that I was
26 available during the mediation to address any issues that came up;
- 27 • Communicating with my attorneys during the lengthy negotiations following
28 mediation;

- Reviewing the long form settlement agreement;
- Participating in the preliminary approval process with class counsel and reviewing and signing related documents for the settlement and approval, including the Settlement and this Declaration; and
- Reviewing and signing the revised settlement agreements and discussing changes with counsel.

9. I also believe the requested Class Representative service award is fair and reasonable because my decision to accept the risk of being a Class Representative in a class action under the Labor Code may affect my future ability to get other jobs. In addition, as a Named Plaintiff, I am releasing Defendant of not only those claims released by the Class Members but all known or unknown claims I may have against Defendant. I voluntarily assumed these big risks and the case would not have been brought or maintained without me. I believe the Class Members, who might not even be aware of their rights if not for this class action, will substantially benefit by resolution of their claims against Defendant.

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

Executed this 11 day of April, 2019 at Los Angeles, California.



Luis Franco

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On April 12, 2019, I served on the interested parties in this action the following document(s) entitled:

**• DECLARATION OF LUIS FRANCO IN SUPPORT OF JOINT MOTION
FOR PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

[XX] BY ELECTRONIC SERVICE: Via electronic filing service provider- electronically transmitting the documents listed above to CaseAnywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list below.

SERVICE LIST

David J. Hamilton, Esq. The Law Office of David J. Hamilton 2299 Bowlin Lane Twin Falls, Idaho 83301-8102 Telephone: (661) 295-3000 dhamilton@hamiltonlaw.biz Attorneys for Defendants	Joseph D. Tuchmayer, Esq. The Law Office of Joseph D. Tuchmayer 888 South Figueroa Street, Suite 620 Los Angeles, California 90017 Telephone: (323) 806-2209 joetuchmayer@hotmail.com Attorneys for Defendants
--	--

[X] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on April 12, 2019, at Irvine, California


Maribel Martinez

EXHIBIT 11

Matter Billing Detail

Report Date: 5/23/2022
Report Time: 10:23AM
Page: 1 of 7
User ID: Miccolis

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/23/2022
Client: DECO FM001 - Luis Franco
Matter: JRH3326 - Deco Familia Funeral Home-Franco, Hernandez, Jimen

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
09/13/2013	SCN	Scanning Intake Herndadez	\$6.50		Unbilled				
11/06/2013	FF	Filing Fee - Complaint, Summons, Civil Case Cover Sheet	\$1,435.00		Unbilled				
11/06/2013	DDS	DDS Service -IN#295225-	\$45.68		Unbilled				
11/07/2013	DDS	DDS Service -#295225-Complaint, Summons, Civil Case Cover Sheet	\$47.27		Unbilled				
11/07/2013	DDS	DDS Service -#295225-Plf's Peremptory Challenge;Declaration	\$46.95		Unbilled				
11/25/2013	SCN	Scanning - POS Complaint	\$1.00		Unbilled				
12/03/2013	DDS	DDS Service - IN#297037- Ntc of Case Reassignment	\$41.95		Unbilled				
12/11/2013	DDS	DDS Service - IN#297037- Ntc of Min Order & Sc Order	\$46.95		Unbilled				
12/11/2013	SCN	Scanning - Initial Sc Order , Minute Order	\$2.25		Unbilled				
03/27/2014	DDS	DDS Service - IN#303267 -Joint Intial SC Report	\$54.95		Unbilled				
04/04/2014	PRK	Parking Fee - Initial Status Conf- OC	\$4.00		Unbilled				
04/04/2014	MIL	Mileage - Initial Sc Hearing- LA Superior- DRG	\$54.06		Unbilled				
04/07/2014	DDS	DDS Service - IN#304184- Payment of Advance Jury Fees	\$190.95		Unbilled				
07/15/2014	CAS	Case Anywhere E-Service ID#33822	\$110.40		Unbilled				
07/21/2014	SCN	Scanning case anywhere ID#33822	\$0.25		Unbilled				
08/07/2014	DDS	DDS Service joint status report invoice#311543	\$46.95		Unbilled				
10/23/2014	CAS	Case Anywhere E-Service- IN#38248-System Access Fee & Document Service Fee	\$125.00		Unbilled				
12/12/2014	DDS	DDS Service joint status report and request for continuance IN#318759	\$86.95		Unbilled				
01/19/2015	CAS	Case Anywhere E-Service- IN#42966 System Access Fee, Document Service fee	\$125.00		Unbilled				
03/20/2015	DDS	DDS Service stipulation and request IN#324940	\$71.95		Unbilled				

Matter Billing Detail

Report Date: 5/23/2022
Report Time: 10:23AM
Page: 2 of 7
User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/26/2015	CAS	Case Anywhere E-Service- IN#48017- System Access fee	\$120.00		Unbilled				
05/04/2015	SCN	Scanning DEF RESPONSES AND OBJECTIONS TO PLF 1ST SET OF EMPLOYMENT LAW FORM INTERR.	\$6.25		Unbilled				
05/13/2015	SCN	Scanning responses and objections of plf firsdt set orf special interr of def, response and objection to plf first set of request for production of docs	\$11.00		Unbilled				
07/07/2015	DDS	DDS Service-IN #331112- file Stipulation to file FAC; Proposed Order and courtesy copy delivery	\$173.40		Unbilled				
07/27/2015	CAS	Case Anywhere E-Service- In#53612- System Access	\$120.00		Unbilled				
07/27/2015	CAS	Case Anywhere E-Service- In #48017- System Access	\$120.00		Unbilled				
07/27/2015	CAS	Case Anywhere E-Service IN#53612 IN#48017 check #5717	\$240.00		Unbilled				
09/09/2015	DDS	DDS Service file FAC IN#334617	\$109.95		Unbilled				
10/22/2015	CAS	Case Anywhere E-Service system access fee and document service fee IN#59446	\$130.00		Unbilled				
10/23/2015	DDS	DDS Service Stipulation and Request to Continue Class Certification Motion hearing date and certification deadline IN#337363	\$99.95		Unbilled				
11/04/2015	DDS	DDS Service STIPULATION AND REQUEST TO CONTINUE CLASS CERT in#338264	\$94.95		Unbilled				
01/21/2016	CAS	Case Anywhere E-Service system access fee IN#65496	\$125.00		Unbilled				
04/17/2016	CAS	Case Anywhere E-Service-System Access Fee- In#72138	\$120.00		Unbilled				
05/03/2016	DDS	DDS Service Stipulation and request to continue Class certification motion hearing date and certification deadline. IN#348800	\$86.90		Unbilled				
06/22/2016	INT	Interpreter/Translator Fees Victor Barajas-meeting with Deco Plfs CK#6446	\$100.00		Unbilled				
07/18/2016	FED	FED EX ntc of depo PMK	\$29.25		Unbilled				
07/24/2016	CAS	Case Anywhere E-Service-System Access Fee-In#78830	\$120.00		Unbilled				
08/02/2016	DDS	DDS Service stipulation and request to continue class certification motion hearing date and certification IN#354117	\$86.90		Unbilled				

Matter Billing Detail

Report Date: 5/23/2022
 Report Time: 10:23AM
 Page: 3 of 7
 User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
08/10/2016	INT	Interpreter/Translator Fees 3 phone calls to 3 representatives Victor CK#6807	\$60.00		Unbilled				
10/20/2016	CAS	Case Anywhere E-Service-System Access Fee- In#85942	\$120.00		Unbilled				
10/28/2016	FST	First Legal Network- stipulation to request to cont class. in#30033049	\$111.96		Unbilled				
11/09/2016	SCN	Scanning Order to cont cert mtn	\$5.00		Unbilled				
11/17/2016	INT	Interpreter/Translator Fees telephone call with Alejandro Ruiz CK#7003	\$25.00		Unbilled				
01/16/2017	CAS	Case Anywhere E-Service-System Access Fee-Invoice #93121	\$120.00		Unbilled				
01/19/2017	CPA	CPA Financial Evaluation Review of financial information CK#7726	\$125.00		Unbilled				
01/24/2017	FST	First Legal Network Stip and Request IN#30038834	\$115.98		Unbilled				
02/01/2017	MED	Mediation Services- IN#409143 ck# 7751	\$3,945.00		Unbilled				
02/17/2017	INT	Interpreter/Translator Fees- Meeting w/ Clients re Status of Case- V. Barajas, Interpreter	\$25.00		Unbilled				
03/08/2017	INT	Interpreter/Translator Fees Meet and Client re status of case	\$25.00		Unbilled				
03/28/2017	FST	First Legal Network Dstatus Report for informal conference, conformed Status report for information IN#30042762	\$193.47		Unbilled				
04/15/2017	CAS	Case Anywhere E-Service-System Access Fee and document service- In#100243 CK#7906	\$130.00		Unbilled				
04/24/2017	FST	First Legal Network- Stip to cont IN#30044632	\$115.98		Unbilled				
07/06/2017	CAS	Case Anywhere E-Service-System Access Fee & Document service- In#107372	\$130.00		Unbilled				
10/04/2017	CAS	Case Anywhere E-Service-System Access Fee-In#114760	\$120.00		Unbilled				
10/23/2017	FST	First Legal Network- Stip for Defense Non-Appearence at PMK IN#30055804 CK#7187	\$125.95		Unbilled				
11/07/2017	FST	First Legal Network Stip to cont hearing IN#30057674	\$97.48		Unbilled				
01/09/2018	CAS	Case Anywhere E-Service- IN#122143	\$130.00		Unbilled				
03/12/2018	FST	First Legal Network- Stip and request to cont. IN#30063503	\$99.94		Unbilled				
04/06/2018	FST	First Legal Network- Joint stip and proposed order IN#30067768	\$118.69		Unbilled				

Matter Billing Detail

Report Date: 5/23/2022
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User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/19/2018	CAS	Case Anywhere E-Service- System Access fee & Document Service fee -Invoice #129501	\$135.00		Unbilled				
05/10/2018	FST	First Legal Network- Joint Stip and Proposed Order IN#30067768	\$118.69		Unbilled				
07/02/2018	FST	First Legal Network- Notice of Minute order and INital SC, Mandatory Copies to Dept IN#30074444	\$167.25		Unbilled				
07/06/2018	FST	First Legal Network Stip to continue Preliminary Hearing IN#30074444	\$91.25		Unbilled				
07/10/2018	CAS	Case Anywhere E-Service- system access fee and document access fee invoice 136900	\$135.00		Unbilled				
09/21/2018	FST	First Legal Network- Filing and Mandatory Chamber Delvery of Stipulation and Proposed Order, Jint Notice of Motion, Dec of JRH, Proposed Order re Preliminary Approval IN#30078881	\$449.70		Unbilled				
09/26/2018	FST	First Legal Network - Proposed Order Regarding Preliminary Approval - IN#30081144	\$50.50		Unbilled				
10/16/2018	CAS	Case Anywhere E-Service-System Access Fee & Document Service- In#143924	\$165.00		Unbilled				
01/03/2019	FST	First Legal Network - Stip to Continue Filing Deadline and Proposed Order - IN#30087098	\$49.00		Unbilled				
01/15/2019	CAS	Case Anywhere E-Service-System Access Fee _ In# 150863	\$120.00		Unbilled				
02/15/2019	FST	First Legal Network - Filing of Supplemental Joint MPA, Dec of Hawk - IN#30089382	\$196.10		Unbilled				
04/15/2019	CAS	Case Anywhere E-Service-System Access Fee & Document Service Fee- In# 157757	\$145.00		Unbilled				
05/29/2019	FST	First Legal Network - (Sanchez) Filed Ntc of Prelim Approval Hearing, Supp Dec of JRH, Proposed Order, Ntc of Errata - IN#30097533	\$280.30		Unbilled				
07/09/2019	CCL	Court Call- Motion to Stay or Consolidate 7/9/19- CML	\$124.00		Unbilled				
07/11/2019	FST	First Legal Network - Filed and MANDATORY Chamber Copies of Proposed Order Granting Prelim approval (x2); Filed Ntc of Hearing - IN #30103231	\$322.00		Unbilled				
07/16/2019	CAS	Case Anywhere E-Service-System Access Fee & Document Service -Invoice #164691	\$175.00		Unbilled				
10/07/2019	CAS	Case Anywhere E-Service-System Access Fee and Document Service - In# 171818	\$135.00		Unbilled				

Matter Billing Detail

Report Date: 5/23/2022
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User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
12/06/2019	CCL	Court Call- Final Approval Motion set for CML on 01.08.20 at 3pm	\$94.00		Unbilled				
01/03/2020	FST	First Legal Network, Filing Joint report in advance of status, Chamber copies Joint Report In Advance of Status, Fling Joint report in advance of SC, Chamber copies Joint Report in advance of SC, IN#30120565	\$201.25		Unbilled				
01/08/2020	CAS	Case Anywhere E-Service-System Access Fee-In#179044	\$125.00		Unbilled				
03/05/2020	FST	First Legal Network - Filing, Proposed Order IN#30125956	\$52.25		Unbilled				
07/09/2020	CAS	Case Anywhere E-Service-System Access Fee- Invoice #193765	\$120.00		Unbilled				
10/02/2020	FST	First Legal Network Joint Report IN#30141510	\$52.25		Unbilled				
10/02/2020	FST	First Legal Network - Joint Report (e-filed) IN#30141510	\$52.25		Unbilled				
10/07/2020	CAS	Case Anywhere E-Service-System Access Fee & Document Service- In #201510	\$120.00		Unbilled				
10/08/2020	CCL	Court Call - LACourtConnect 10/06/2020 Status Conference/Final Approval for CML	\$15.00		Unbilled				
11/30/2020	FST	First Legal Network- Joint Report IN#30143879	\$52.25		Unbilled				
12/22/2020	CCL	Court Call - 12.14.2020 Status Conference for CML	\$15.00		Unbilled				
01/08/2021	CAS	Case Anywhere E-Service-System Access Fee & Document Service- in#209440	\$145.00		Unbilled				
03/03/2021	CCL	Court Call - 02.17.2021 Status Conference for CML	\$15.00		Unbilled				
03/26/2021	FST	First Legal Network - Filing, joint status report IN#30154513	\$77.45		Unbilled				
04/04/2021	CAS	Case Anywhere E-Service-System Access Fee & Document Service- In# 217613	\$125.00		Unbilled				
04/15/2021	FST	First Legal Network - Filing, joint status report, Dec of CML re class notice changes IN#30157230	\$72.00		Unbilled				
04/21/2021	CCL	Court Call - 04.21.2021 Status Conference - CML	\$15.00		Unbilled				
05/03/2021	FST	First Legal Network - Filing, ntc of hearing , IN#30159758	\$52.25		Unbilled				
06/01/2021	CRT	Court Documents Order modifying Prelim Approval Order	\$13.80		Unbilled				

Matter Billing Detail

Report Date: 5/23/2022
Report Time: 10:23AM
Page: 6 of 7
User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
07/03/2021	CAS	Case Anywhere E-Service-Service-System Access and Document Service Fee- In#225966	\$140.00		Unbilled				
07/19/2021	FST	First Legal Network- FILED- Stipulation and Proposed Order to Extend IN#30166121	\$41.75		Unbilled				
08/11/2021	FST	First Legal Network- FILED- Joint Request to Continue Final Approval IN#30169470	\$74.25		Unbilled				
08/31/2021	CRT	Court Documents- Order	\$2.00		Unbilled				
10/05/2021	CAS	Case Anywhere E-Service - IN#234364	\$135.00		Unbilled				
12/24/2021	FST	First Legal Network Supplemental Dec IN#301146136	\$76.05		Unbilled				
01/05/2022	CAS	Case Anywhere E-Service - Invoice #242591	\$120.00		Unbilled				
01/06/2022	FST	First Legal Network - E-Filing joint request to continue final approval, [proposed] order granting stip. IN #30185317	\$59.70		Unbilled				
Total:			\$15,299.30	\$0.00					
Balance:			\$15,299.30						

Matter Billing Detail

Report Date: 5/23/2022
Report Time: 10:23AM
Page: 7 of 7
User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed: -			\$0.00						
Total Fees Unbilled : -			\$0.00						
Total Fees Received : -			\$0.00						
Total Soft Cost Billed : -			\$0.00						
Total Soft Cost Unbilled : -			\$0.00						
Total Soft Cost Received : -			\$0.00						
Total Hard Cost Billed : -			\$0.00						
Total Hard Cost Unbilled : -			\$15,299.30						
Total Hard Cost Received : -			\$0.00						
Total Taxes Billed : -			\$0.00						
Total Taxes Unbilled : -			\$0.00						
Total Taxes Received : -			\$0.00						
Total Late Charges Billed : -			\$0.00						
Total Late Charges Unbilled: -			\$0.00						
Total Late Charges Received : -			\$0.00						
Trust Balance: -			\$0.00						

EXHIBIT 12

2011 NLJ Billing Survey

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Firm Name	Principal Location	Average FTE Attorneys	Firmwide Billing Rate Average	Firmwide Billing Rate Med	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Average	Partner Billing Rate Med	Assoc. Billing Rate High	Assoc. Billing Rate Low	Assoc. Billing Rate Average	Assoc. Billing Rate Med
Andrews Kurth	Houston	355										
Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis	527	\$311	\$310	\$595	\$250	\$357	\$345	\$315	\$160	\$228	\$225
Best, Best & Krieger	Riverside, CA	195	\$358	\$360	\$575	\$275	\$417	\$420	\$375	\$205	\$265	\$240
Bingham McCutchen	Boston	901										
Briggs and Morgan	Minneapolis	185			\$625	\$325			\$305	\$230		
Broad and Cassel	Orlando	160	\$377	\$350	\$575	\$295	\$435	\$395	\$350	\$180	\$265	\$265
Bryan Cave	St. Louis	908	\$475	\$460	\$795	\$375	\$565	\$553	\$540	\$200	\$356	\$360
Butzel Long	Detroit	176			\$700	\$325	\$440		\$425	\$225	\$274	
Cadwalader, Wickersham & Tatt	New York	481										
Carlton Fields	Tampa	270	\$397	\$400	\$815	\$320	\$470	\$470	\$380	\$195	\$262	\$265
Cozen O'Connor	Philadelphia	504	\$439	\$410	\$900	\$305	\$510	\$490	\$550	\$225	\$330	\$330
Day Pitney	Parsippany	324	\$447	\$450	\$960	\$380	\$537	\$525	\$470	\$235	\$317	\$315
Dickinson Wright	Detroit	229			\$600	\$325			\$320	\$200		
Dickstein Shapiro	Washington	335	\$560	\$550	\$1,000	\$540	\$680	\$670	\$545	\$225	\$435	\$465
Dinsmore &	Cincinnati		\$308	\$295	\$630	\$150	\$373	\$370	\$310	\$130	\$217	\$220

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Shohl		407										
DLA Piper	New York	3,348	\$585	\$615	\$1,120	\$530	\$747	\$730	\$730	\$320	\$508	\$510
Dorsey & Whitney	Minneapolis	567	\$426	\$405	\$810	\$295	\$526	\$525	\$465	\$190	\$294	\$275
Duane Morris	Philadelphia	629	\$503	\$500	\$875	\$375	\$575	\$570	\$530	\$225	\$365	\$365
Dykema Gossett	Detroit	333	\$406	\$400	\$665	\$310	\$482	\$485	\$395	\$260	\$309	\$305
Epstein Becker & Green	New York	300	\$428	\$425	\$850	\$350	\$519	\$500	\$550	\$195	\$341	\$325
Fitzpatrick, Cella, Harper & Scinto	New York	168			\$730	\$460		\$525	\$440	\$275		\$325
Ford & Harrison	Atlanta	173										
Fox Rothschild	Philadelphia	450	\$413	\$420	\$725	\$325	\$486	\$483	\$455	\$190	\$297	\$295
Frost Brown Todd	Cincinnati	401	\$296	\$295	\$515	\$205	\$340	\$340	\$265	\$150	\$200	\$200
Gardere Wynne Sewell	Dallas	265	\$435	\$450	\$815	\$380	\$550	\$550	\$500	\$225	\$325	\$320
Gibbons	Newark	199	\$505	\$450	\$725	\$400	\$563	\$505	\$475	\$285	\$380	\$320
Harris Beach	Rochester	176			\$390	\$275			\$260	\$160		
Hiscock & Barclay	Syracuse	174	\$269	\$240	\$750	\$195	\$304	\$265	\$350	\$150	\$207	\$195
Hodgson Russ	Buffalo	199			\$685	\$240	\$378	\$360	\$420	\$180	\$234	\$225
Holland & Knight	Washington	910	\$445	\$455	\$895	\$300	\$530	\$520	\$495	\$175	\$295	\$290

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Hughes Hubbard & Reed	New York	300	\$633	\$615	\$990	\$625	\$828	\$800	\$695	\$270	\$538	\$510
Hunton & Williams	Richmond	855										
Husch Blackwell	St. Louis	551	\$341	\$340	\$850	\$225	\$395	\$390	\$425	\$175	\$226	\$210
Jackson Kelly	Charleston, WV	170	\$275	\$275	\$505	\$255	\$319	\$325	\$260	\$155	\$208	\$205
Jackson Lewis	White Plains	614										
Kaye Scholer	New York	425	\$661	\$665	\$1,080	\$685	\$831	\$835	\$705	\$310	\$519	\$525
Kelley Drye & Warren	New York	321	\$474	\$400	\$925	\$480	\$634	\$645	\$595	\$275	\$425	\$420
Knobbe Martens Olson & Bear	Irvine	268	\$439	\$415	\$735	\$415	\$525	\$500	\$495	\$295	\$346	\$345
Lane Powell	Seattle	180	\$405	\$425	\$645	\$340	\$460	\$450	\$360	\$225	\$295	\$285
Latham & Watkins	New York	1,931										
Lathrop & Gage	Kansas City, MO	281	\$337	\$340	\$735	\$275	\$390	\$390	\$410	\$205	\$246	\$245
Lewis, Rice & Fingersh	St. Louis	162	\$275		\$470	\$270			\$320	\$150		
Lowenstein Sandler	Roseland, NJ	249	\$478	\$480	\$895	\$435	\$613	\$595	\$660	\$250	\$400	\$390
Manatt, Phelps & Phillips	Los Angeles	322	\$602	\$620	\$850	\$540	\$676	\$670	\$550	\$215	\$464	\$500
McElroy, Deutsch,	Morristown, NJ	272	\$245	\$275	\$575	\$295	\$350	\$375	\$325	\$185	\$250	\$235

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Mulvaney & Carpenter												
McKenna Long & Aldridge	Atlanta	425	\$472	\$455	\$800	\$405	\$562	\$540	\$510	\$215	\$374	\$375
Michael Best & Friedrich	Milwaukee	208	\$321	\$310	\$650	\$245	\$413		\$310	\$205	\$241	
Miller & Martin	Chattanooga	184	\$313	\$325	\$610	\$240	\$369	\$375	\$275	\$185	\$215	\$215
Nelson Mullins Riley & Scarborough	Columbia, SC	399	\$318	\$310	\$850	\$220	\$412	\$400	\$350	\$170	\$255	\$250
Nexsen Pruet	Columbia, SC	178			\$550	\$235			\$265	\$170		
Orrick, Herrington & Sutcliffe	San Francisco	1,022										
Patton Boggs	Washington	512	\$546	\$540	\$990	\$410	\$659	\$645	\$570	\$240	\$410	\$415
Pepper Hamilton	Philadelphia	459			\$825	\$380	\$557		\$460	\$235	\$344	
Perkins Coie	Seattle	693	\$462		\$875	\$285	\$550	\$545	\$590	\$215	\$368	
Phelps Dunbar	New Orleans	280	\$236	\$225	\$465	\$190	\$281	\$275	\$245	\$150	\$189	\$190
Polsinelli Shughart	Kansas City, MO	466			\$630	\$275			\$335	\$205		
Reed Smith	Pittsburgh	1,449										
Saul Ewing	Philadelphia	220	\$431	\$450	\$750	\$350	\$502	\$490	\$495	\$245	\$326	\$300
Schulte Roth	New York		\$615	\$630	\$935	\$770	\$846	\$840	\$675	\$285	\$608	\$580



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Winstead	Dallas	265	\$406		\$680	\$365	\$477		\$410	\$215	\$301	
Winston & Strawn	Chicago	868	\$557	\$550	\$1,130	\$580	\$713	\$700	\$600	\$350	\$484	\$413
Wyatt, Tarrant & Combs	Louisville	181	\$312	\$350	\$500	\$240	\$325	\$375	\$275	\$180	\$220	\$235