

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE**

DOMINIQUE MITCHELL, on behalf of herself
and all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiffs,

v.

COLEMAN ENVIRONMENTAL
ENGINEERING, INC., a California corporation,
DOES 1 through 10, inclusive,

Defendants.

CASE NO: CV421915

*Assigned to the Honorable Michael S. Lunas,
Dept. 1*

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A CALIFORNIA COURT AUTHORIZED THIS NOTICE.

THIS IS NOT A SOLICITATION FROM A LAWYER.

- A Settlement (as defined below) will provide \$492,668.65 to pay claims to all individuals who worked for Coleman Environmental Engineering, Inc. (“Defendant”) as a non-exempt employee in California at any time between April 21, 2020 through March 24, 2022.
- The Settlement resolves a lawsuit alleging Defendant failed to pay all wages due; provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse employee business expenses; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$172,434.03 as attorneys’ fees and \$15,000 as expenses for investigating the facts, litigating the case, and negotiating the Settlement. This will be paid from the settlement amount.
- Defendant denies liability and the Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement . This is the only option that allows you to ever be part of any other lawsuit against Coleman Environmental Engineering, Inc. about the legal claims that were brought in this case.
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On July 1, 2021, Plaintiff Dominique Mitchell (“Plaintiff”), a former employee of Coleman Environmental Engineering, Inc., filed this lawsuit in the Lake County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between April 21, 2020 through March 24, 2022 (“Class Period”). Specifically, the lawsuit alleges members of the class were not paid all wages due; were not provided all compliant meal and rest periods or premium compensation in lieu thereof; were not timely issued final wages upon separation of employment; were not issued accurate and complete itemized wage statements; and were not reimbursed for all business expenses incurred. The Settlement seeks recovery of wages, damages, interest, statutory and civil penalties, restitution, attorneys’ fees and costs. Defendant denies all of the material allegations in the lawsuit and denies it owes Class Members (as defined below) any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff’s Attorneys

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
GAINES & GAINES, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Phone: (866) 550-0855

Defendant’s Attorneys

Christopher Gonzalez, Esq.
LEECH TISHMAN FUSCALDO & LAMPL, INC.
200 South Los Robles Avenue, Suite 300
Pasadena, CA 91101
Phone: (818) 550-8300

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes she would have prevailed on her claims at a trial. Defendant does not believe Plaintiff would have won anything from a trial. There has been no trial. Instead, Plaintiff, on behalf of herself and the Class Members, and Defendant agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims (“Settlement” or “Settlement Agreement”), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff’s attorneys believe the Settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all individuals who worked for Coleman Environmental Engineering, Inc. as a non-exempt employee in California at any time between April 21, 2020 through March 24, 2022.

C. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides Defendant will pay \$492,668.65 (the “Maximum Settlement Amount”) to settle the lawsuit.

2. Net Settlement Proceeds.

The “Net Settlement Proceeds” is the portion of the Maximum Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Maximum Settlement Amount less the following amounts that will be requested at a Court “Final Approval Hearing” and are subject to comment or objection by Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel’s Attorneys’ Fees** in an amount set by the Court, not to exceed \$172,434.03;

(b) **Class Counsel’s Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$15,000;

(c) **Service Payments to the Class Representative (i.e., Plaintiff)** in an amount set by the Court, not to exceed \$12,000 for her service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$12,500.00, for administering the settlement; and

(e) **PAGA Payment** in the total amount of \$10,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”), in which 75% or \$7,500, shall be paid to the California Labor and Workforce Development Agency (“LWDA”) and the remaining 25% or \$2,500, shall be included in the Net Settlement Proceeds for payment to Class Members.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date (DEFINITION?), and subject to Defendant’s full payment of the Maximum Settlement Amount, Plaintiff and all Class Members who do not timely opt-out will be deemed to have fully released and discharged Defendant Coleman Environmental Engineering, Inc. and each of its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees (collectively, “Released Parties”) from any and all Released Claims (as defined below) which arose during employment as a non-exempt employee in California during the Class Period.

The “Released Claims” include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under state law for any alleged failure to pay all business expense reimbursements, wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock), failure to provide meal and authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages and waiting time penalties, and failure to furnish accurate wage statements, including claims derivative and/or related to these claims, liquidated damages, and conversion of wages. The Released Claims shall also include, claims that were raised, or that reasonably could have been raised based on the facts and allegations in the Complaint. This Settlement shall include all claims and theories arising under the applicable regulations, Labor Code section 2802, Wage Orders and Labor Code, state wage and hour law, as well as claims under Business and Professions Code section 17200 et seq., and/or Labor Code section 2698 et seq. based on violations of the above Labor Code provisions.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) (“Class Member(s)”) shall receive an “Individual Payment Amount,” which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form).

The Individual Payment Amounts will be calculated by dividing the Net Settlement Proceeds by the total weeks worked by all participating Class Members in California in a non-exempt position during the Class Period, which will yield the applicable weekly rate. The weekly rate shall be multiplied by the number of weeks each individual participating Class Member worked for Defendant in California in a non-exempt position during the Class Period to yield their Individual Payment Amount. Each Participating Settlement Class Member who does not opt out will receive an Individual Payment Amount equal to their individual weeks worked in California in a non-exempt position during the Class Period multiplied by the weekly rate.

For tax purposes, each Individual Payment Amount will be apportioned (a) 30% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 50% to penalties (reported on an IRS Form 1099); 10% to expense reimbursement; and 10% to interest (reported on an IRS Form 1099). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked [_____] weeks while employed as a non-exempt employee in California from April 21, 2020 through March 24, 2022. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately \$[_____]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than **November 10, 2022**. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid?

After the Court grants approval of the Settlement, you will receive your Individual Payment Amount in two (2) installments over approximately ten (10) months.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on November 7, 2022, at 9:00 a.m., in the Courtroom of Judge Michael S. Luna of the Lake County Superior Court, Department 1, located at 255 North Forbes Street, Lakeport, California 95453. The Court will determine: (A) whether the lawsuit should finally be certified as a class action for settlement purposes; (B) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Class Members; (C) whether the Class Members should be bound by the terms of the Settlement; (D) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s attorneys; and (E) the amount that should be awarded to Plaintiff as a service payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?

• **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than **November 10, 2022**. The Settlement Administrator’s address is Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

• **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Written objections must be postmarked no later than **November 10, 2022**.

• **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than **November 10, 2022**.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed “Settlement Agreement and Release of Claims” which is on file with the Clerk of the Court. The pleadings and other records in the lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Lake County Superior Court, located at 255 North Forbes Street, Lakeport, California 95453.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, telephone: (800) 523-5773.

PLEASE DO NOT CALL THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS. THE COURT CANNOT PROVIDE YOU WITH LEGAL ADVICE OR ANY OPINION AS TO THIS SETTLEMENT OR LAWSUIT.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**