

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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ANGAD JAIGOBIN and EDWIN J. VELEZ, on behalf of :
themselves and all others similarly situated, : INDEX No.: 518669/2017
:
Plaintiffs, :
:
-against- :
:
WILLDAN GROUP, INC.; WILLDAN ENERGY SOLUTIONS, :
INC.; WILLDAN LIGHTING & ELECTRIC, INC.; and :
ELECTROTEC OF NY ELECTRICAL INC., :
:
Defendants. :
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NOTICE OF PROPOSED COLLECTIVE ACTION SETTLEMENT

IF YOU WERE EMPLOYED BY WILLDAN GROUP, INC., WILLDAN ENERGY SOLUTIONS, INC., WILLDAN LIGHTING & ELECTRIC, INC., OR ANY OF THEIR SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO, ELECTROTEC OF NY ELECTRICAL INC., FROM JULY 1, 2012 THROUGH AUGUST 4, 2017 AS AN INSTALLER, CHIEF, HELPER, OR LIGHTING TECHNICIAN IN NEW YORK STATE

YOU MAY BE ENTITLED TO A PAYMENT RESULTING FROM THE SETTLEMENT OF A COLLECTIVE ACTION LAWSUIT.

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement (the “Settlement”) has been reached in a lawsuit currently pending in the Supreme Court of the State of New York, Kings County, entitled *Jaigobin et al. v. Willdan Group, Inc. et al.*, Index No. 518669/2017 (the “Lawsuit”). The “Parties” to this lawsuit are representative plaintiffs Angad Jaigobin and Edwin Velez (together “Plaintiffs”) and defendants Willdan Group Inc.; Willdan Energy Solutions, Inc.; Willdan Lighting & Electric, Inc., or any of their subsidiaries, including but not limited to, Electrotec of NY Electrical Inc. (collectively, “Defendants”).
- Based on the settlement agreed to by the parties, approved by the Court, and per the formula outlined in section 5 below, the total individual settlement amount you may be entitled to receive is estimated to be approximately \$_____, less deductions for applicable state and federal payroll tax withholdings.
- You are receiving this Notice because Willdan’s records indicate that you may have been employed as an installer, chief, helper or lighting technician during the Relevant Statutory Period in New York State and are therefore a “Putative Collective Member.”

As described more fully below, to participate in the Settlement, you must mail a properly completed Claim Form to the Settlement Claims Administrator so that it is postmarked or received by facsimile or email by **February 26, 2018**. If you fail to timely return a Claim Form postmarked or otherwise received by **February 26, 2018**, you will not receive any money from this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

RETURN THE CLAIM FORM	By returning a properly completed Claim Form you agree to participate in the Settlement, receive a monetary settlement payment, and release all overtime, wage notice, wage statement, and any and all other claims for unpaid compensation under federal, state and/or any other law, regulation or ordinance regulating the payment of wages, that you may have against the Defendants.
DO NOT RETURN THE CLAIM FORM	If you do not wish to participate in or be bound by the Settlement, you should not return the Claim Form. If you do not participate, you will not release any claims.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

BASIC INFORMATION

1. WHAT IS A COLLECTIVE ACTION?

In a “Collective Action,” one or more people called representative plaintiffs sue on behalf of people who have similar claims. However, the other employees who have similar claims do not become part of the Collective Action until they “opt in” to the Collective Action. You may “opt in” to the Lawsuit and become a “Participating Collective Member” by returning the enclosed Claim Form. If you timely return the enclosed Claim Form you will receive a settlement check.

2. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is to inform you of your rights under the settlement agreement resolving the Lawsuit.

3. WHAT IS THIS CASE ABOUT?

The Lawsuit alleges that Defendants violated New York and federal labor laws by failing to provide Putative Collective Members with the proper overtime pay for all hours worked. The Lawsuit also alleges that Defendants failed to provide proper annual wage notices and accurate weekly wage statements that comply with the requirements of the New York Labor Law.

Defendants deny these allegations and believe that Putative Collective Members received all monies to which they were entitled. However, to avoid the burden, expense, and uncertainty of continuing litigation, the parties have agreed to this Settlement.

4. WHAT ARE THE TERMS OF THE SETTLEMENT AGREEMENT?

The Parties have agreed to settle this matter for up to the total sum of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00).

5. HOW WILL MY SHARE OF THE SETTLEMENT FUND BE CALCULATED?

Defendants will pay up to a maximum of \$1,200,000 to settle the Lawsuit (“Gross Settlement Fund”). The following payments and expenses will be deducted from the Gross Settlement Fund prior to the allocation of the settlement funds to Participating Collective Members:

- Service Awards: In recognition of services performed for the Putative Collective Members, the Court has approved a service award to Angad Jaigobin of \$10,000.00 and a service award to Edwin Velez of \$10,000.00.
- Attorneys’ Fees and Costs: The Court has approved payment of attorneys’ fees of 33.33%, or \$400,000.00, to Plaintiffs’ Counsel, plus up to an additional \$10,000.00 for their actual expenses and costs.
- Administration Expenses: Up to \$15,000.00 will be paid to the Settlement Claims Administrator to cover any costs associated with the administration of notice to the Putative Collective Members and the issuance of payments to Participating Collective Members.
 - (1) After these deductions, the Settlement Claims Administrator shall allocate the remaining settlement funds (the “Net Settlement Fund”) to the Putative Collective Members as follows:
 - (2) Putative Collective Members shall be allocated one (1) point for each work worked from July 1, 2012 through August 4, 2017;
 - (3) Add all points for Putative Collective Members together to obtain the “Total Denominator;”
 - (4) Divide the number of points for each Putative Collective Member by the Total Denominator to obtain each Putative Collective Member’s “Portion of the Net Settlement Fund.”
 - (5) Multiply each Putative Collective Member’s Portion of the Net Settlement Fund by the Net Settlement Fund to determine each Putative Collective Member’s “Individual Settlement Award.”

6. HOW DO I MAKE A CLAIM?

To be eligible for a distribution from the settlement fund, you must timely complete and return the enclosed Claim Form according to instructions provided on the form. The Claim Form must be personally filled out by the current or former worker who seeks to participate in the Settlement or someone authorized under the law to act on his or her behalf.

In order to participate in the Lawsuit and receive a payment under the Settlement, you must complete, sign and mail, fax, or e-mail the enclosed Claim Form to the Settlement Claims Administrator at the address listed below. Completed Claim Forms can only be accepted by the Settlement Claims Administrator, and not by the Court. **Your Claim Form must be postmarked or received by facsimile or email no later than February 26, 2018.** Late or incomplete Claim Forms will not be honored.

The **Settlement Claims Administrator** – to whom all forms and questions should be directed – is:

**Willdan Wage and Hour Settlement
c/o Arden Claims Service, LLC
P.O. Box 1015
Port Washington, NY 11050
Tel: 877-623-2703 | Fax: 516-944-1771
Email: info@ardenclaims.com**

7. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

If you sign and return a Claim Form, you will fully release and forever discharge Defendants (Willdan Group, Inc.; Willdan Energy Solutions, Inc.; Willdan Lighting & Electric, Inc.; and any of their subsidiaries including, but not limited to, Electrotec of NY Electrical Inc.; and their officers, agents, parent corporations, joint employers and/or representatives) from any and all claims, complaints, causes of action, lawsuits, fees, judgments, benefits, debts, controversies, damages, and/or demands of any kind, nature and character which concern violations or allegations of unpaid compensation (including but not limited to, minimum wage, overtime, premium rate, spread of hours, accrued benefit time, late payment, interest, liquidated damages, attorneys' fees and costs, civil penalties, and/or statutory penalties) under the Fair Labor Standards Act, New York Labor Law (except for claims for retaliation) and/or any other law, regulation or ordinance regulating the payment of wages, including statutory claims for failure to provide annual wage notices and accurate wage statements under New York Labor Law, from **July 1, 2012** through **December 7, 2017**. If you do not want to participate in, or be bound by, the Settlement, you should not return the Claim Form.

8. DO I HAVE A LAWYER IN THIS CASE?

The law firm of Fitapelli & Schaffer, LLP, 28 Liberty Street 30th Floor, New York, NY 10005, (212) 300-0375, has been designated as legal counsel to represent you and the other Putative Collective Members. You will not be charged separately for these lawyers. Their fees will be paid from the total settlement fund (see section 5, above).

9. TAX TREATMENT

For tax purposes, 25% of each Participating Collective Member's individual settlement payment will be considered back wages subject to lawful deductions and W-2 reporting. For this amount, normal payroll taxes and withholdings will be deducted from your settlement check pursuant to city, state and federal law. The remaining 75% of each Participating Collective Member's individual settlement payment will be considered liquidated damages, penalties, and interest subject to 1099 reporting as non-wage income. At the end of the calendar year, the Settlement Claims Administrator will issue each Participating Collective Member who has cashed a check an IRS Form W-2 for that portion of the Participating Collective Member's settlement payment which is being treated as wages, and an IRS Form 1099 for the portion of the Participating Collective Member's settlement payment which is being treated as liquidated damages, penalties, and interest. Other than the Defendants' portion of the withholdings, Participating Collective Members are responsible for the appropriate payment of any taxes on the payments they receive.

Plaintiffs' Counsel and Defendants' Counsel do not intend this Notice to constitute tax advice, and to the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

If you are presently a party to an individual bankruptcy proceeding, it may be necessary for you to advise the trustee of this Settlement. You should check with your bankruptcy counsel regarding this.

10. WHAT IF I HAVE ADDITIONAL QUESTIONS?

If you have additional questions about this Notice or want more information, you can contact Brian S. Schaffer or Armando A. Ortiz at Fitapelli & Schaffer, LLP, 28 Liberty Street, New York, NY 10005, <http://www.fslawfirm.com>, (212) 300-0375, info@fslawfirm.com.

By Order of the Court
Dated: **December 7, 2017**