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13 individually and on behalf of all others similarly situated

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

16 JOSE DE LA TORRE, individually and on
17 behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 USA WASTE OF CALIFORNIA, INC., a
21 Texas Corporation, and DOES 1-50,
22 inclusive,

23 Defendant.

Case No. 20STCV16032

ASSIGNED FOR ALL PURPOSES TO
JUDGE: ELIHU M. BERLE, DEPT. 6

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 27, 2025
Time: 9:00 a.m.
Dept.: 6

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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 Plaintiff JOSE DE LA TORRE (hereinafter referred to as “Plaintiff” or “Class Representative”), who alongside Plaintiffs Ramon Beltran and Lori Arellano moves this Court for Preliminary Approval of Class Action Settlement. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, which Plaintiffs filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. 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. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. Attached as **Exhibit A** to the Settlement Agreement and hereto is a true and correct copy of the Notice of Pendency Class Action Settlement (“Class Notice”).

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3. On February 20, 2020, Plaintiff submitted a notice with the Labor & Workforce Development Agency (“LWDA”) alleging that Defendants WASTE MANAGEMENT INC. and WASTE MANAGEMENT OF CALIFORNIA, INC. violated Labor Code sections 201-203, 510, 512, 558, 226, 266.3, 226.7, 266.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and 2802, pursuant to Labor Code section 2699. (the “PAGA Notices”). Plaintiff further provided notice to the LWDA of the claims on August 19, 2020 and again on November 29, 2023.

4. On April 24, 2020, Plaintiff on behalf of the general public as private attorney general filed a PAGA representative action entitled *De la Torre v. USA Waste of California, Inc.*, Los Angeles County Superior Court, Case No. 20STCV16032 seeking PAGA relief for Defendant's alleged failure to: (a) pay wages including overtime, (b) provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) provide rest breaks for every four hours or major fraction thereof worked and failure to pay an

1 additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest
2 period; (d) pay all wages earned and owed upon separation from Defendant's employ, (e) provide
3 accurate itemized wage statements, and (f) reimburse necessary business expenses.

4 5. On January 29, 2024, De la Torre filed his First Amended Complaint (the "FAC").
5 The FAC clarified the scope of the claims and class and alleged claims for (1) failure to pay
6 minimum wages and overtime wages for all hours worked, including, but not limited to, as the
7 result of off-the-clock work, unlawful rounding of time, donning and doffing of uniforms and
8 equipment and unlawful auto-deduction for meal periods, (2) failure to correctly calculate the
9 regular rate of pay and pay wages that are derived from the regular rate of pay, (3) failure to
10 provide meal periods or pay meal period premiums at the regular rate of pay, (4) failure to provide
11 rest periods or pay rest period premiums at the regular rate of pay, (5) failure to provide complete
12 and accurate wage statements, including, but not limited to, failure to accurately list total hours
13 worked and sick leave balances, (6) failure to timely pay wages during employment, (7) failure
14 timely pay all wages owed to employees who quit or are terminated, (8) failure to reimburse for
15 business expenses, including, but not limited to, tools and personal cell phone usage, (9) failure to
16 maintain accurate time and payroll records, (10) unfair business practices, and (11) penalties
17 pursuant to the Private Attorneys General Act ("PAGA") adds facts and theories as well as class
18 claims negotiated during mediations

19 6. On November 10, 2022, Plaintiff Demetrio Coronado filed a putative class action
20 asserting six causes of action against Waste Management in Alameda Superior Court, Case No.
21 22CV021518 (the "Coronado Action"), for: (1) Failure to Provide Meal Periods (Lab. Code §§
22 204, 223, 226.7, 512 and 1198); (2) Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194,
23 1194.2, 1197, 1197.1 and 1198); (3) Failure to Indemnify (Lab. Code § 2802); (4) Failure to
24 Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (5) Failure to Timely Pay All
25 Final Wages (Lab. Code §§ 201, 202 and 203); and (6) Unfair Competition (Bus. & Prof. Code §§
26 17200 et seq.). (Setareh Decl. ¶ 5; RJN ¶ 6, Ex. 6.) On December 16, 2022, Defendant AZUSA
27 LAND RECLAMATION, INC. ("ALR") filed a Motion to Transfer Venue seeking to transfer the
28 Coronado action to Los Angeles Superior Court.

1 7. On January 19, 2023, Coronado filed a First Amended Complaint in the Coronado
2 action, adding a claim for civil penalties under PAGA. (*Id.*) On January 30, 2023, Plaintiff Beltran
3 submitted a PAGA Notice to the LWDA.

4 8. On March 15, 2023, Los Angeles Superior Court issued a Notice of Case
5 Assignment indicating that the *Coronado* action (Alameda Case No. 22CV021518) had been
6 received and assigned case number 23STCV05669. On April 20, 2023, the Court ordered
7 *Hernandez v. Azusa Land Reclamation, Inc.*, Case No. 22STCV40603 (the “*Hernandez Action*”)
8 and the *Coronado* action related, and the case was reassigned to Dept. SSC-14, under Hon.
9 Kenneth R. Freeman. On April 27, 2023, Plaintiff Beltran submitted an Amended PAGA Notice to
10 the LWDA re: violations of the Labor Code to include Waste Management, Inc. in addition to
11 USA Waste of California, Inc. On May 26, 2023, Judge Freeman designated the *Coronado* Action
12 as the lead case and stayed the *Hernandez* Action for all purposes pending the resolution of the
13 *Coronado* Action.

14 9. On November 20, 2023, Lead Plaintiff Coronado filed the operative Second
15 Amended Complaint in the *Coronado* Action adding Lead Plaintiff Ramon Beltran as another
16 class and PAGA representative, adding USA Waste of California, Inc. and Waste Management,
17 Inc. as Defendants, and adding factual allegations (but no further causes of action).

18 10. On October 11, 2022, Arellano filed a putative class action for violation of Labor
19 Code § 226(a)(2) against Defendant in the Shasta County Superior Court, Case No. 200801 (the
20 “*Arellano Class Action*”). The *Arellano Class Action* asserted that Defendant violated Section
21 226(a)(2) by listing inaccurate total hours worked on wage statements whenever Defendant paid
22 overtime wages.

23 11. On December 9, 2022, Defendant removed the *Arellano Class Action* to the U.S.
24 District Court for the Eastern District of California. (*Id.*) On December 9, 2022, Arellano filed a
25 representative action pursuant to the Private Attorneys General Act (the “PAGA”) against
26 Defendant in the Shasta County Superior Court, Case No. 201225 (the “*Arellano PAGA Action*”).
27 (Lee Decl. ¶ 7). The *Arellano PAGA Action* is also premised on Defendant’s failure to list the
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1 accurate total hours worked on wage statements in violation of Labor Code § 226(a)(2) relating to
2 the same overtime issue. (*Id.*).

3 **MEDIATION AND EXPERT ANALYSIS AND SETTLEMENT OF ALL CASES**

4 12. During the course of the litigation and prior to mediation, Plaintiff De La Torre
5 requested and Defendants produced hundreds of pages of documents and thousands of lines of
6 employee data including handbooks/written policies that were applicable during the class and
7 PAGA Period, the number of Class Members and PAGA Employees, Job descriptions,
8 approximately 80% of payroll and time records for the Class, declarations from class members,
9 collective bargaining agreements, class contact information, and verified responses to discovery.
10 In short, Defendants provided discovery sufficient to enable the Plaintiffs and Class Counsel to
11 rigorously evaluate the strengths and risks of the case and perform an analysis of the potential
12 damages arising from the claims made in this case. On August 31, 2023, the Parties in the *De La*
13 *Torre* engaged in private mediation with a well-respected wage and hour class action mediator,
14 Lynn Frank. The matter did not settle and the parties further briefed issues and attended mediation
15 a second time on September 22, 2023. Ultimately, mediator Frank issues a mediator's proposal
16 and only then did the parties accept the proposal and agree to settle the case. Those terms became
17 the terms of the settlement agreement. As a result, the Parties agreed to settle this matter for the
18 Gross Settlement Amount of \$2,700,000.00 for approximately 3,200 class and PAGA members,
19 the terms of which were fully memorialized in the Settlement Agreement.

20 13. Per the terms of the Settlement, the parties filed a Stipulation for Plaintiff to file an
21 Amended Complaint adding class claims for the same Labor Code violations that were the basis
22 for the original PAGA claims and additional claims, and thereafter, de la Torre filed his First
23 Amended Complaint on January 29, 2024.

24 14. On February 23, 2024, Judge Daniel S. Murphy in Department 32 (where the case
25 was pending) granted the Motion for Preliminary Approval as to a class of all non-exempt
26 individual employed by USA Waste in California from April 24, 2009, through December 25,
27 2023.

1 15. Following the granting of preliminary approval but before notice was sent to the
2 class, Judge Kenneth R. Freeman issued an Order finding that the *de la Torre* lawsuit is related to
3 the *Coronado* lawsuit and transferred *de la Torre* to his Court in Department 14 and stayed *de la*
4 *Torre*.. This Action was ultimately transferred to Department 6.

5 16. On October 8, 2024, this Court granted Beltran's Motion to Intervene in the *de la*
6 *Torre* Action. On September 26, 2024, Plaintiff Arellano filed a Motion to Intervene in the *de la*
7 *Torre* Action. That Motion was withdrawn on January 2, 2025.

8 17. Following several in-person and telephonic meet and confer efforts and
9 investigation and negotiation into the related cases and their claims, Plaintiffs Beltran and
10 Arellano have agreed to join the settlement in this matter, with Plaintiffs Beltran and Arellano
11 joining as named Plaintiffs and Class Representatives and their Counsel joining as Class Counsel.
12 As a result, the Parties herein entered into an Amended Joint Stipulation of Class and PAGA
13 Representative Action Settlement and Release. Based upon the thorough investigation of Plaintiffs
14 and their counsels, they believe that the settlement as presented and previously preliminarily
15 approved by Judge Murphy is by all accounts, fair, reasonable and adequate.

16 18. Further, in light of the settlement reached in this matter, Plaintiffs De La Torre,
17 Beltran, Arellano, and their respective counsels also entered into a Joint Prosecution Agreement
18 whereby any fees recovered in this matter are to be divided amongst the respective Plaintiffs'
19 firms as follows:

20 James Hawkins APLC (De La Torre): 55%

21 Setareh Law Group (Beltran): 30%

22 Arellano Counsel¹: 15%

23 19. Plaintiffs' Counsel conducted a thorough investigation into the factual and legal
24 issues implicated by Plaintiffs' claims and was able to objectively assess the settlement's
25 reasonableness. For example, prior to filing the action, Plaintiffs contacted Plaintiffs' Counsel to
26 discuss the factual bases for pursuing their actions against Defendant for Labor Code violations.

27
28 ¹ Arellano's counsel consists of Diversity Law Group P.C., Law offices of Choi & Associates APLC, Polaris
Law Group, and Hyun Legal APC.

1 Plaintiffs were intimately familiar with Defendant's labor policies and practices, and over the course
2 of multiple interviews, knowledgeably summarized those policies and practices to Plaintiffs'
3 Counsel. During those conversations, Plaintiffs' Counsel explained how the policies and practices
4 were instituted and provided valuable insight into how they gave rise to the alleged Labor Code
5 violations. Further, formal business records for Plaintiffs were reviewed. Based on these interviews
6 with Plaintiffs, and review of records, Plaintiffs' Counsel determined that there were legally
7 sufficient grounds for pursuing the Actions against Defendant and in preparation for drafting the
8 complaints, Plaintiff's Counsel conducted their own independent preliminary investigations into the
9 factual bases for Plaintiff's claims, which entailed, *inter alia*, a careful examination of Plaintiffs'
10 personnel files and associated records.

11 20. In summary, Plaintiffs' Counsel performed a thorough investigation into the claims at
12 issue, which included: (1) determining Plaintiffs' suitability as private attorneys general and
13 subsequent class representatives through interviews, background investigations, and analyses of
14 their employment files and related records; (2) evaluating all of Plaintiffs' potential representative
15 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
16 the positions, and the type of employer; (4) analyzing employees' time and wage records for over
17 80% of the putative class; (5) reviewing Defendant's employment policies and practices; (6)
18 researching settlements in similar cases and the prior settlement in this case; (7) evaluating
19 Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the
20 mediation brief; and (9) participating in the mediation.

21 21. Defendant denies any wrongdoing and denies liability with respect to the matters
22 alleged in the Complaint and believe that they have valid defenses to all of Plaintiffs' claims.
23 Defendant further contends that they complied with all wage and hour laws applicable to the
24 employment of Plaintiffs and other Class Members. To date, no class has been certified and no
25 court has made any findings that Defendant engaged in any wrongdoing or in any wrongful
26 conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect
27 to any of the issues presented in this action.

28 22. Based on their own respective independent investigations and evaluations, and after

1 taking into account the sharply disputed factual and legal issues involved in this matter, the risks
2 attending further prosecution of the case, and the monetary benefits received under the Settlement
3 despite the questionable nature of the claims, Plaintiffs' counsel is of the opinion that Settlement
4 for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
5 adequate and is in the best interests of Plaintiff and the Class. Counsel for the Parties investigated
6 the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendant's
7 defenses thereto and the damages claimed by Plaintiffs on behalf of the Settlement Class.

8 23. In addition, the prospect of a potential adverse summary judgment ruling, as well as
9 the uncertainty of class certification, the difficulties of complex litigation, the lengthy process of
10 establishing specific damages and various possible delays and appeals, were also carefully
11 considered in agreeing to the proposed Settlement.

12 **TERMS OF THE SETTLEMENT**

13 24. Plaintiffs and Defendant have agreed to settle the underlying class claims in
14 exchange for the Gross Settlement Amount of \$2,700,000.00. The Gross Settlement Amount
15 includes: (1) attorneys' fees in the amount of \$945,000.00 and reimbursement of reasonable
16 litigation costs and expenses in the amount of up to \$50,000.00 to Class Counsel ("Attorneys' Fee
17 Award"); (2) Class Representative Service Award to Plaintiffs De La Torre, Beltran, and Arellano
18 in the amount of up to \$10,000.00 each ("Class Representative Service Award"); (3) fees and
19 expenses of administration of the Settlement to the Settlement Administrator in an amount not to
20 exceed \$35,000.00 ("Settlement Administration Costs"); (4) \$135,000.00 ("PAGA Penalties")
21 with twenty-five percent (25%) share of the PAGA Penalties that will be distributed to PAGA
22 Members in the amount of \$ 33,750.00; (5) the seventy-five percent (75%) share of PAGA
23 Penalties in the amount of \$101,250.00 to the California Labor and Workforce Development
24 Agency ("LWDA"); and the remainder to the Net Settlement Fund to the Settlement Class
25 Members.

26 25. The "Class" is defined as all individuals employed by USA Waste of California,
27 Inc., in California in any non-exempt position from April 24, 2019 through December 25, 2023.
28 The "Class Period" and PAGA period is April 24, 2019 through December 25, 2023. Defendant

1 represent there are approximately 3,200 Class Members who worked approximately 361,000
2 workweeks during the Class Period and approximately 361,000 corresponding Pay Periods. In
3 order to protect the integrity of the settlement, an escalator clause was negotiated. If the number of
4 Workweeks during the Class Period is 10% greater than 361,000, then Defendant agrees to
5 increase the Gross Settlement Amount on a proportional bases (i.e., if the actual class workweeks
6 is 11% greater than 361,000, Defendant agrees to increase the Gross Settlement Amount by 1%)
7 pursuant to paragraph 28 of the Settlement Agreement.

8 26. Settlement Administrator shall first deduct from the Gross Settlement Amount the
9 amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and
10 expenses, Plaintiffs' Class Representative Service Award, Settlement Administrator's fees and
11 expenses for administration, and the total amount designated as PAGA civil penalties. The
12 remaining amount shall be known as the "Net Distribution Fund" ("NSF"). The Net Settlement
13 Amount is estimated to be approximately \$1,525,000. Given that there are approximately 3,200
14 Class Members, each can expect to receive on average approximately \$476, with a high payment
15 of up to \$979 and a low payment of \$4.22. The PAGA employees will each receive approximately
16 \$10.54 per PAGA member. **The Entire Gross Settlement Amount will be paid to all Class**
17 **Members who do not opt out of the Settlement Class, and without the need to submit claims**
18 **for payment.**

19 **RISKS OF CONTINUED LITIGATION AND VALUATION OF CLAIMS**

20 27. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiffs
21 involved both in not prevailing on one or more of the causes of action or theories alleged in the
22 operative Complaints and in non-certification, and if successful, Defendant disputes the ability of
23 Plaintiff to certify a class in this case. Defendant also argued it maintained lawful written policies
24 that were provided to the class members and enforced those policies. Yet, despite the defenses
25 proffered by Defendant, the proposed Settlement commits Defendant to pay each Class Member a
26 portion of the NSF based on workweeks and pay periods. The amount to be paid to the Class is
27 fair, adequate and reasonable given the significant risk to Plaintiffs and the Class in continuing
28 with the litigation and not prevailing on their claims at class certification or at trial or not being

1 paid anything even if trial was successful.

2 28. The Parties investigated relevant law as applied to the facts of the case, potential
3 defenses, and damages claimed by Plaintiffs on behalf of himself and the Class. Discovery
4 largely focused on Plaintiffs' allegations that Class Members were not paid all wages owed,
5 including overtime and minimum wages, were not provided meal periods, were not provided rest
6 periods, received improper wage statements, were not reimbursed all necessary expenses, and
7 were not paid all owed and due wages during employment and upon separation of employment.
8 Information and data exchanges included significant sampling of Class Members' dates of
9 employment, hourly rates time records, and payroll records, and collective bargaining
10 agreements. The parties conducted their own evaluations of the potential recoveries based on the
11 claims alleged in the Action and the defenses at play.

12 29. Defendant generally denies all claims alleged in the action and further denies class
13 or representative treatment is appropriate for any purpose other than this settlement. Defendant
14 positioned that if litigation continued, MSJ would be granted in Defendant's favor, and/or class
15 certification would not be granted, or if it were, that it would be reversed, and would not result in
16 any liability on the merits in any event. Defendant contended Plaintiff is not an adequate class
17 representative, his claims are not typical of the Class, and individual issues predominate over
18 common ones. Defendant argued similarly for the PAGA case and also filed its MSJ. However,
19 Defendant concluded further litigation would be protracted and expensive. Thus, Defendant
20 determined it is desirable to settle the Action in the manner and upon the terms and conditions of
21 the settlement agreement.

22 30. Although Plaintiffs' Counsel believe the claims are strong, Plaintiffs' Counsel
23 also recognize that if the litigation had continued, they may well have encountered significant legal
24 and factual hurdles that could have prevented the Class and PAGA Members from obtaining any
25 recovery. To be sure, a number of cases have found wage and hours actions to be especially
26 amenable to class resolution. However, some courts have gone the other way, finding that some of
27 the very claims at issue here-especially meal period and rest period and off the clock work
28 violations-were not suitable for class adjudication or PAGA management, because they raised too

1 many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal. 4th 1 , 31 (2014)
2 (reversing a verdict from a class trial); *Ali v. US.A. Cab Ltd.*, 176 Cal. App. 4th 1333, 1341 (2009)
3 (affirming denial of certification because employees' declarations attesting to having taken meal and
4 rest periods demonstrated that individualized inquiries were required to show harm); *Campbell v.*
5 *Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal. Sept. 20, 2013)
6 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break
7 classes due to lack of uniform policy); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS 65328
8 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes based on
9 employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax NA.*,
10 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp.*, 249
11 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims
12 based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645
13 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.*
14 , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual
15 issues predominated when different employee stations provided different practices with respect to
16 meal periods).

17 31. Some courts have denied certification even when an employer's policies are unlawful
18 on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 2013 U.S. Dist. LEXIS 7868, *35-41
19 (C.D. Cal. Jan. 17, 2013), the court denied certification even though the plaintiff submitted evidence
20 of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the
21 predominance and superiority elements were not met based on the employer's presentation of
22 anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.* at *38-40. And it
23 should be underscored that that claims which are amendable to certification can be disposed of by
24 motion for summary judgment. *See Loudy v. Eden Med. Ctr.*, 2013 U.S. Dist. LEXIS 122873, **36-
25 53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because
26 plaintiff could not show injury due to defects and that incorrect wage information is not willful).

27 32. As the above examples illustrate, the prospect of certifying a wage and hour action
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1 is always uncertain, and the risk of being denied class certification militates in favor of settlement.
2 A denial of class certification effectively forecloses continued litigation, as neither the individual
3 nor his or her attorney will have any incentive to proceed with an individual case when such small
4 claims are at stake. *See In re Baycol Cases I & II*, 51 Cal. 4th 751, 758 (2011) (explaining that a
5 dismissal of class claims is effectively the "death knell" of the case, despite survival of individual
6 claims). In other words, for cases where individual damages are relatively small, denial of class
7 certification results in a near-complete loss for Plaintiffs as well as no recovery for the employees,
8 who are shut out of the action. Thus, if the putative Class had not been certified, the value of
9 Plaintiffs' case would have been reduced to a fraction of the value of this Settlement; indeed,
10 Defendant would likely have offered no money to settle the class-wide claims if certification had
11 been denied or MSJ had been granted in Defendant's favor.

12 33. The PAGA penalties were also uncertain. A number of courts have found that the
13 "subsequent" penalty under PAGA applies only after a court or the Labor Commissioner determines that the
14 employer has violated the Labor Code. *See Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019
15 WL 2436998, at *5 (C.D. Cal. June 10, 2019) ("employers are not subject to heightened penalties . . . until a
16 court or commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not
17 offered evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA's
18 heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in
19 controversy"); *Steenhuysen v. UBS Fin. Servs., Inc.*, 317 F. Supp. 3d 1062, 1067 (N.D. Cal. 2018) (same);
20 *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D.
21 Cal., October 2, 2014) ("Under the Labor Code, if an employer does not have notice that they are committing
22 a violation, they are not subject to the heightened penalties."); *Trang v. Turbine Engine Components*
23 *Technologies Corp.*, No. CV 12-07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) ("courts
24 have held that employers are not subject to heightened penalties for subsequent violations unless and until a
25 court or commissioner notifies the employer that it is in violation of the Labor Code"), citing *Amaral v.*
26 *Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

27 34. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
28 penalties "based on the facts and circumstances of a particular case" when "to do otherwise would result in

1 an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code ¶ 2699(h). In reducing
2 PAGA penalties, courts have considered issues including whether the employees suffered actual injury from
3 the violations, whether the defendant was aware of the violations, and the employer’s willingness to fix the
4 violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of
5 only 0.2% of the maximum); *see also* *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016);
6 *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12,
7 2011).

8 35. For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
9 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—or
10 0.21% of the maximum—and stated that this reduction was warranted because imposing the maximum
11 penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to comply
12 with meal period obligations and because the court found the violations were minimal. *Carrington*, 30 Cal.
13 App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a \$150,000 penalty under
14 PAGA. *Id.* at 529.

15 36. Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding
16 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
17 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction
18 under specified PAGA claim where the employer produced evidence that it took its obligations seriously);
19 *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011)
20 (reversing trial court decision denying any civil penalties where violations had been proven, remanding for
21 the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day*
22 *Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying
23 PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class
24 basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-
25 00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA
26 violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

27 37. Finally, early resolutions save time and money that would otherwise go to litigation.
28

1 Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this
2 action had settled following additional litigation, the settlement amount would likely have taken into
3 account the additional costs incurred, and there may have been less available for Class Members.
4 Cost savings is one reason why California policy strongly favors early settlement. *See Nemy v.*
5 *Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value placed on
6 settlements and observing that "[s]ettlement is perhaps most efficient the earlier the settlement
7 comes in the litigation continuum."). This concern also supports settlement.

8 38. Further, beyond the risk of an adverse ruling on the merits, Class Counsel
9 considered the fact that continued litigation would likely take years and would be extremely
10 expensive given the breadth and complexity of the claims. In this case, post-trial and appellate
11 proceedings are likely to occur, which will surely drag the case far into the future even with a
12 positive trial result. When facing a distant and unsure resolution of the allegations in this action,
13 the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
14 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
15 Given these realities, it is highly likely that the future expense of this litigation, and its likely
16 duration if the settlement is not approved, would be significant and weigh heavily in favor of
17 approval of this settlement.

18 39. The Gross Settlement Amount is well within the acceptable range of
19 reasonableness for the claims of the Settlement Class. My office created multiple liability models
20 using various combinations of assumptions for penalties and damages related to the different
21 claims at issue. The models represent the range of total liabilities possible prior to any judicial
22 reduction, and do not include attorney fees. After analysis and review of Defendant's time and
23 pay record production and other payroll data, Class counsel estimates the overall value of the
24 damages at approximately **\$10,734,203** and the penalties could potentially be in excess of
25 **\$42,874,560** should Plaintiff prevail at the class certification stage, survive any appeals and win on
26 all claims and be awarded maximum penalties for call class members and certain assumptions and
27 extrapolations were confirmed with further discovery. Indeed, Defendant's policies could
28 potentially support Defendant's good faith and lack of willfulness arguments, where for example

1 LC 203, LC 226 and LC 2698, et. seq. claims could be reduced to zero, which accounts for
2 approximately 70% of the overall figures and damages discussed herein.

3 40. Discovery revealed the average hourly rate was \$23.87 and the average hourly
4 weighted OT rate was \$35.80. **The value of the rounding claim is approximately \$2,021,274**
5 **(57,619 unfavorable rounded hours X \$35.80 weighted avg hourly OT). The regular rate**
6 **overtime claim issues were valued at approximately \$359,379. The regular rate claim for**
7 **Sick Pay and Meal Period Premiums was valued at \$108,488. The off the clock claim is**
8 **valued at approximately \$2,584,760** (0.4 minutes a workweek X \$35.80 X 361,000 workweeks/2
9 for risks in individualized inquiry and manageability). As to the meal period claim, the data
10 revealed approximately 82.7% compliance rate with first recorded meal periods. However the
11 data also revealed many instances of late meals, short meals and failure to provide second meal
12 periods, and auto deduction for some meal periods. **The value of the meal period claim was**
13 **valued at approximately \$2,952,802** (247,407 potential meal period violations X \$23.87 avg
14 hourly rate/2 due to the 21 collective bargaining agreements in place in conjunction with LC
15 section 512 (e)). The rest period claim was provided little to no value based upon the apparent
16 complaint policies and lack of evidence suggestion rest periods were not permitted and authorized.
17 Defendant also potentially owe to class members **\$6,874,560 in waiting time penalties** (for a total
18 of 1200 termed employees X \$23.87 X 8 hour avg shift X 30). Defendant also potentially owe to
19 class members **\$18,050,000 in PAGA penalties and \$18,000,000 in LC 226 penalties.** The
20 value of the failure to reimburse necessary business expenses was approximately **\$2,707,500 for**
21 **personal cell phone use.**

22 41. Looking at the Gross Settlement Amount compared to the alleged damages and
23 penalties, the GSA is approximately 25% of the alleged damages suffered in this matter and
24 represents a reasonable recovery. It is possible the over \$42,000,000 in alleged could be awarded,
25 but taking into account the overall policies and practice of Defendant, the need for individual
26 inquiry as to many of the claims, especially the off the clock claims, it is likely penalties could be
27 reduced. of the company This recovery could easily be much higher if at trial PAGA penalties
28 were reduced or damages for certain pay periods or workweeks could not be proven for certain

1 individuals.

2 42. The key risks involved here are as follows: Defendant presented a vigorous defense
3 on the merits of each claim. Labor Code §2699(e)(2) gives the trial court discretion to reduce
4 penalties under some circumstances. For example, in *Fleming v. Covidien, Inc.*, 2011 U.S. DIST.
5 LEXIS 154590, 9 (CD. Cal. 2011), the court imposed an 82% reduction. In *Carrington v.*
6 *Starbucks Corp.*, 30 Cal. App. 5th 504, 517 (2018) the reduction took total penalties from \$70
7 million to \$150,000. That is a 99.98% reduction. In this case, the total penalty liability is
8 exponentially higher than the underlying wage liability. Plaintiffs perceived a significant risk that
9 this Court would impose a dramatic reduction in penalties if they were awarded and because a
10 denial of certification could eliminate any recovery for the Class, and because reversal of a class
11 certification ruling is difficult to obtain on appeal, the risk associated with certification reduces the
12 value of the claim.

13 43. The proposed Gross Settlement Amount is within the “ballpark of reasonableness”
14 and should be approved. Counsel for Plaintiff believes that this is a fair and reasonable Settlement
15 in light of the complexities of the case, the state of the law and uncertainties of class certification
16 and litigation, the policies and practices Defendant has had in place or implemented during the
17 purported liability period, and the benefit to be recovered for the Class. Given the risks inherent in
18 litigation, this settlement is fair, adequate, and reasonable and is in the best interests of the
19 Settlement Class, and should be preliminarily approved.

20 44. Based on the estimated Net Settlement Fund of \$1,525,000.00 provides on average
21 each member of the Settlement Class with approximately **\$476**. The highest amount a Settlement
22 Class Member will receive is approximately **\$979** based upon \$4.22 per workweek/pay period
23 multiplied by approximately 232 maximum workweeks/pay periods an individual could work
24 during the Class Period. The lowest payment is estimated to be approximately **\$4.22** for
25 someone who worked only one workweek/pay period. To the extent any amount for Attorneys’
26 Fees, Costs, Claims Administration Costs or incentive awards are not granted in full, the
27 difference in those amounts will be added to the NSF . This is a guaranteed amount of money
28 paid to Settlement Class Members now, rather than the continued risk of further litigation and

1 receiving no money sometime in the far future and after trial and appeals.

2 45. The PAGA members who worked during the PAGA period will be paid a PAGA
3 Payment based upon a pro rata share of the number of pay periods each PAGA member worked
4 compared to the total pay periods worked by all PAGA group members during the PAGA period.
5 As a result, there are approximately 3,200 PAGA employees who will each receive approximately
6 **\$10.54 per PAGA member.**

7 46. The Class Representative has provided extensive supporting documents and
8 assisted Class Counsel in developing information necessary to litigate and settle this case.
9 Plaintiff also conducted record review and consultation with counsel in preparation for mediation,
10 and to assist in evaluating and proving the claims. The settlement provides for a Payment to be
11 paid to the Class Representatives in the amount of \$10,000 each to Plaintiffs De La Torre, Beltran,
12 and Arellano subject to Court approval. The purpose is to compensate the Class Representatives
13 an additional incentive payment, taking into consideration the risks, time, effort and expenses
14 incurred in coming forward to provide invaluable information and negotiate and litigate this matter
15 on behalf of all Settlement Class Members who otherwise, would probably not file their own
16 individual claims to recover what may be relatively low damages. Further, the Payment of
17 \$10,000.00 as an Class Representative award to the Class Representative is a very fair and
18 justified as part of the Settlement based on the risks Plaintiffs has taken and benefits conferred
19 upon the Settlement Class.

20 **CONDITIONAL CERTIFICATION**

21 47. Class certification, as requested by the Parties for the purposes of the settlement
22 only, should be granted because Plaintiff allege that the proposed Settlement Class Members'
23 claims all stem from the same alleged conduct, i.e., that Defendant violated California law because
24 they: (1) failed to pay wages including minimum and overtime wages, (2) failed to timely pay
25 wages upon termination, (3) failed to provide accurate itemized wage statements; (4) failed to
26 provide meal periods, (5) failed to provide rest periods, (6) failed to reimburse business expenses,
27 and (7) violation of the UCL. In addition to compensatory damages, Plaintiffs and the Settlement
28 Class seek attorneys' fees, costs, and interest. Under these specific circumstances, the

1 commonality requirement for class certification is satisfied. The typicality requirement for
2 certification is also met as it is alleged that the Class Representatives and the proposed Settlement
3 Class were subjected to similar violations based upon similar conduct, policies and practices of the
4 Defendant regardless of their duties.

5 48. The adequacy requirement for certification is also met. The Class Representatives
6 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
7 Class Representative will receive a reasonable award for the time and effort spent assisting Class
8 counsel with factual issues surrounding the case. Other than this specific payment to the Class
9 Representative, all of the Settlement Class Members will receive a proportionate share of the NSF,
10 as detailed above provided they do not exclude themselves. Further, all PAGA Members during
11 the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is no
12 conflict of interest between the Class Representative and the Settlement Class Members. Further,
13 the NSF will be fairly distributed among Participating Class Members, and no “settlement
14 allocation” questions will be raised.

15 49. Common questions of law and fact predominate over individual questions and
16 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
17 proposed Settlement Classes in this case are sufficiently cohesive, since all Settlement Class
18 Members share a common nucleus of facts and potential legal remedies, and since all of the
19 Settlement Class Members and the Class Representative seek compensation for unpaid wages and
20 other civil and statutory penalties from Defendant for the allegations described in the Complaints.
21 Common questions about compensation or lack thereof for work performed by Settlement Class
22 Members and the Settlement Class Members’ potential legal remedies are identical. The
23 alternative method of resolution is individual claims for relatively small amounts of damages, but
24 individual cases would be uneconomical for potential plaintiffs because the cost of litigation
25 dwarfs potential recovery. Therefore, a class action is the preferred method of resolution.

26 50. The class notice plan here calls for the Settlement Administrator ILYM Group, Inc.
27 to mail a Notice of Pendency of Class Action Settlement to all known and reasonably
28 ascertainable Settlement Class Members based on Defendant’s records. Further, the Settlement

1 Administrator will conduct a skip-trace and use all reasonable efforts to locate Settlement Class
2 Members and will re-mail all returned envelopes with forwarding addresses. The notice is
3 consistent with the class certification notices approved by numerous state and federal courts, and
4 is the best notice practicable under circumstances of this case. The proposed Settlement Class
5 Members are ascertainable because all of the Settlement Class Members have worked for
6 Defendant during the Class Periods and can be identified through Defendant's records.

7 51. The Notice also fulfills the neutrality requirement. It summarizes the proceedings
8 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
9 is accurate, objective, and understandable to Settlement Class Members, as is required under
10 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
11 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
12 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
13 Class Members on how to object or exclude themselves from the Settlement. Therefore,
14 Settlement Class Members will have the option to participate or exclude themselves simply by
15 mailing a request to exclude themselves. The Settlement Class consists of non-exempt employees
16 who speak English. Thus, the Notice of Class Action is drafted in a manner that is likely to be
17 readily understood by the Settlement Class. Accordingly, the Notice complies with the standards
18 of fairness, completeness and neutrality required of a Notice of Class Action Settlement. The
19 Notice therefore is neutral, objective and understandable.

20 **CLASS COUNSEL'S EXPERIENCE**

21 52. I have a great deal of experience in wage and hour class action litigation. I have
22 obtained certification of several classes, I have been approved as class counsel in many other
23 wage/hour class actions, and I am currently litigating numerous others. Although not an all
24 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
25 lead counsel, all of which implicated similar law and facts to those associated with this action:

- 26 ○ a. *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-
27 01754.
- 28 ○ *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.

- ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County Superior Court, Case No. BC393709.
- ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912.
- ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630.
- ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case No. 05CC00013.
- ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.

- 1 ○ ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC
- 2 330145.
- 3 ○ ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No.
- 4 CGC-07-461612.
- 5 ○ ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No.
- 6 07CC00015.
- 7 ○ ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case
- 8 No. 07CC01347.
- 9 ○ ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case
- 10 No. BC387088.
- 11 ○ ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour***
- 12 ***Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- 13 ○ ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
- 14 Case No. 30-2013-00694012-CU-OE-CXC.
- 15 ○ ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- 16 ○ ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
- 17 00637062-CU-OE-CXC.
- 18 ○ ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
- 19 00653425-CU-OE-CXC.
- 20 ○ ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN)
- 21 ○ ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-
- 22 0009616.
- 23 ○ ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-
- 24 CXC.
- 25 ○ ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-
- 26 2012-00611260.
- 27 ○ ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- 28 ○ ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. *SACV 17-*

1422 JVS (DFMx);

- ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case No. BC55429;
- ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case No. RIC1800119;
- ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No. 21CV384527;
- ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- ***Milligan v. CWI, Inc.***, San Bernardino Superior Court Case No. CIVDS 2013999;
- ***Aguilar v. LDI Mechanical, Inc.***, Riverside County Case No. RIC1610019;
- ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;
- ***Benson v. F21 Opco, LLC***, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- ***Allen v. Creative Stone Mfg., Inc.***, San Bernardino County Superior Court Case No. CIVSB2201498;
- ***Santamaria v. Bright Horizons Children's Center***, San Bernardino County Superior Court Case No. CIVSB2210140;
- ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;

- ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court Case No. 22STCV00981;
- ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court Case No. 20CV3770922;
- ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No. BC579142;
- ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior Court Case No. 20CV365134;
- ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;

- **Montgomery v. Copart, Inc.**, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- **Vizcarra-McNamee v. Nordstrom, Inc.**, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- **Ayers v. Cherry Hill Programs, Inc.**, Fresno County Superior Court Case No. 20CECG00821;
- **Sleeper v. Boot Barn, Inc.**, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- **Pulido-Dias v. Dirt Cheap, Inc.**, San Bernardino County Superior Court Case No. CIVDS1719694;
- **Villanueva v. Nordstrom, Inc.**, San Bernardino County Superior Court Case No. CIVDS1918706;
- **Bryson v. Madame Tussauds, et al.**, Los Angeles County Superior Court Case No. 19STCV33514
- **Hightower v. Levy Premium, et al.**, Santa Clara County Superior Court Case No. 19CV359262;
- **Marquez v. Maxim Crane Works, L.P., et al**, Los Angeles County Superior Court Case No. 19STCV39548;
- **Rovira v. Silverado Senior Living Management, Inc.**, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- **Hallum, et al. v. FCA US, LLC**, San Bernardino County Case No. CIVDS1936782;
- **Martinez v. Placer Title Co., et al.**, Kern County Case No. BCV-19-103486;
- **Torres v. Van Law Food Products, Inc.**, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;
- **Ventura v. Conduent Commercial Solutions, LLC**, Kern County Case No. BCV-22-102043;

- 1 ○ ***Ramirez v. CSI Electrical Contractors, Inc.***, Fresno County Superior Court Case No.
- 2 18CECG04150;
- 3 ○ ***Magana v. Eibach Springs, Inc.***, Riverside County Superior Court Case No.
- 4 RIC1708917;
- 5 ○ ***Knox v. Express Messenger Systems, Inc.***, San Bernardino County Superior Court
- 6 Case No. CIVDS1932323;
- 7 ○ ***Corona, et al. v. G&M Oil Company, Inc.***, Los Angeles County Superior Court Case
- 8 No. BC640876
- 9 ○ ***Aguilar v. Peach Home Services, Inc., et al.***, Riverside County Superior Court Case
- 10 No. RIC1823057;
- 11 ○ ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-01103382-CU-
- 12 OE-CXC.
- 13 ○ ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-2015-
- 14 00783269.
- 15 ○ ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case No. 37-2021-
- 16 00034922-CU-OE-CTL;
- 17 ○ ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No. CIV20002076;
- 18 ○ ***Ayala, et al., v. Macy's West Stores, Inc.***, Los Angeles County Case No. 20STCV34182;
- 19 ○ ***Wallen, et al. v. United Rentals (North America), Inc., et al.***, Stanislaus County Case
- 20 No. CV-22-000399;
- 21 ○ ***Granados v. Hyatt Corporation***, United States District Court for the Southern District
- 22 of California Case No. 3:23-cv-01001-H-VET;
- 23 ○ ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of
- 24 California Case No. 4:22-cv-00693;
- 25 ○ ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No.
- 26 21TRCV00813.

27 53. Indeed, our firm has served as class counsel in a number of significant wage and
28 hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest

1 wage and hour class action settlement in California history at \$130,000,000. During this case,
2 plaintiffs appealed a decertification order. This case involved several appeals. The appellate record
3 amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume
4 reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to
5 augment the record, and several additional letters informing the appellate court of new legal
6 authority issued after Dukes. The matter was argued to and submitted by the Court of Appeal on
7 September 15, 2016, and on November 21, 2016, the decertification order was reversed, and the
8 case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* ("Lubin"), 5
9 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision
10 to the California Supreme Court. The Supreme Court denied Wackenhut's petition for review of
11 Lubin. The Court of Appeal issued remittitur on April 10, 2017. Eventually through additional
12 litigation, the parties were able to secure the \$130 million settlement that was approved on
13 October 21, 2019, by Judge Highberger in the Los Angeles Superior Court.

14 54. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial
15 in the Central District of California involving the class and PAGA representative claims of over
16 23,000 employees which successfully resolved in the midst of trial for \$8,500,000

17 55. Here, the Parties' agreement to pay Class Counsel Fees of 35% of the Gross
18 Settlement Amount is reasonable. My firm and co-counsels have been the only counsel to
19 represent Plaintiffs and the Settlement Class in this matter, and we have borne the entire risk and
20 cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly
21 upon my experience and co-counsels' and the extensive review and analysis of documents and
22 information by me and others at my firm. In a complex action such as this, the proposed
23 attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

24 56. At this juncture, with the addition of more hours due to the administration of the
25 the Settlement by Class Counsel, administration of the Settlement, and preparation for final
26 approval, counsel for plaintiff will provide a detailed analysis of its time in advance of the final
27 approval hearing. Plaintiff's counsel will file a motion for attorneys' fees and costs to be heard
28 concurrently with the motion for final approval in accordance with the terms of the settlement

1 agreement.

2 57. Despite the complexity of the case, Class Counsel has, through the investment of
3 substantial effort and the resources of my law firm been able to secure an outstanding settlement
4 on behalf of the Settlement Class. Plaintiffs would have faced substantial legal and factual
5 obstacles in demonstrating that class certification was appropriate. Plaintiffs would also have been
6 required to establish a significant amount of witness testimony, pattern and practice evidence,
7 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
8 their case both at the class certification stage and trial. Defendant vigorously contested liability,
9 the amount of claimed damages, and the propriety of class certification, and would have continued
10 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate
11 and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
12 confirmed by all known facts and circumstances, including the risk of significant delay and
13 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
14 potential appellate issues.

15 58. This Motion for Preliminary Approval of Class Action Settlement and all related
16 settlement documents have been served upon the LWDA.

17 I declare under penalty of perjury pursuant to the laws of the State of California that the
18 foregoing is true and correct. Executed on February 28, 2025 at Irvine, California.

19 
20

21 James R. Hawkins
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EXHIBIT 1

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11 [Additional Counsel on Next Page]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE DE LA TORRE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WASTE MANAGEMENT OF
CALIFORNIA, INC., a California
Corporation, WASTE MANAGEMENT,
INC., a Texas Corporation, and DOES 1-
50, inclusive,

Defendants.

Case No. 20STCV16032

ASSIGNED FOR ALL PURPOSES TO JUDGE:
ELIJU M. BERLE, DEPT. 6

[CLASS AND PAGA REPRESENTATIVE
ACTION]

**AMENDED JOINT STIPULATION OF
CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE**

Trial Date: None Set
Complaint Filed: April 24, 2020

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1 **AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Amended Joint Stipulation of Class and PAGA Representative Action Settlement and
3 Release states the proposed terms of the class action and Private Attorneys General Act (“PAGA”)
4 settlement of the above-entitled action. The terms stated below are agreed to and binding on Plaintiffs
5 Jose de la Torre (“de la Torre”), Ramon Beltran (“Beltran”) and Lori Arellano (Arellano”)
6 (collectively, “Plaintiffs”) and Defendant USA Waste of California, Inc. (“Defendant”) (collectively,
7 the “Parties”). Once approved by the Court, the Settlement shall be binding under the terms stated
8 herein on Plaintiffs, Defendant, and the Class Members (as defined below).

9 **SUMMARY OF THE SETTLEMENT**

10 The Parties herein, as stated in more detail in the terms and definitions below, have agreed to
11 settle on a class basis all claims asserted by Plaintiffs for various alleged violations of the California
12 Labor Code and the Unfair Competition Law. The class consists of all individuals employed by USA
13 Waste of California, Inc. in the State of California as non-exempt employees during the class period
14 defined below. Plaintiff de la Torre and Defendant participated in two mediation sessions for this case
15 between August 31 and September 25, 2023, with Lynn Frank. Plaintiff de la Torre and Defendant
16 ultimately accepted a mediator’s proposal and agreed that all claims alleged herein, as defined below,
17 would be settled on a class basis for the maximum amount of Two Million Seven Hundred Thousand
18 Dollars (\$2,700,000.00), with no portion of the settlement reverting back to Defendant. Of that
19 settlement amount, One Hundred Thirty-Five Thousand Dollars (\$135,000.00) will be designated as
20 PAGA Penalties under PAGA, seventy-five percent (75%) of which will be paid to the California
21 Labor and Workforce Development Agency and twenty-five percent (25%) of which will be paid to
22 members of the class in accordance with the terms herein below. Plaintiffs Beltran and Arellano have
23 subsequently agreed to join in the Settlement.

24 **DEFINITIONS**

25 1. The following definitions are applicable to this Settlement, in addition to other terms
26 defined elsewhere in the Settlement:

27 a. “Action” shall mean the following lawsuit: *de la Torre v. USA Waste of*
28 *California, Inc.*, Los Angeles County Superior Court Case No. 20STCV16032, including the original

1 Complaint, First Amended Complaint and Second Amended Complaint described herein.

2 b. “Attorneys’ Costs” means reasonable attorneys’ costs approved by the Court
3 for Class Counsel’s litigation and resolution of the Actions incurred and to be incurred by Class
4 Counsel in the Actions up to, but estimated not to exceed, Fifty Five Thousand Dollars (\$55,000).
5 Attorneys’ Costs shall be paid to Class Counsel. The Attorneys’ Costs shall only be paid from the
6 Gross Settlement Amount. If costs exceed this amount, Counsel shall apply for the costs
7 reimbursements.

8 c. “Attorneys’ Fee Award” means the attorneys’ fees agreed upon by the Parties
9 herein and approved by the Court for Class Counsel’s litigation and resolution of the Action (and
10 litigation of the *Arellano* and *Coronado* actions against Defendant) up to, but not to exceed, thirty five
11 percent (35%) of the Gross Settlement Amount. Attorneys’ Fees shall only be paid to Class Counsel
12 from the Gross Settlement Amount.

13 d. “Class” and “Class Members” and “PAGA Group” and “PAGA Members” for
14 purposes of this Settlement shall be defined as: All individuals employed by USA Waste of California,
15 Inc. in California in any non-exempt position from April 24, 2019, through December 25, 2023.
16 Defendant represents there are approximately 3,200 Class Members.

17 e. “Class Counsel” shall mean James Hawkins, Gregory Mauro and Michael
18 Calvo of James Hawkins APLC, Larry W. Lee of Diversity Law Group, P.C., Edward W. Choi of the
19 Law Offices of Choi & Associates, APLC, Dennis S. Hyun of Hyun Legal, APC, William L. Marder
20 of Polaris Law Group, and Shaun Setareh, Jose Maria D. Patino, Jr. and Tyson Gibb of Setareh Law
21 Group.

22 f. “Class Period” and “PAGA Period” shall mean the time period from April 24,
23 2019, through December 25, 2023.

24 g. “Class Representative Service Award” shall mean an award up to, but not to
25 exceed, Ten Thousand Dollars (\$10,000) to each of Plaintiffs Jose de la Torre, Lori Arellano and
26 Ramon Beltran in recognition of their efforts and work in prosecuting the Action (and the *Arellano*
27 and *Coronado* actions) on behalf of Class Members and PAGA Members, risks undertaken for the
28 payment of costs in the event of loss, and the giving of a general release of all claims. The Class

1 Representative Service Awards shall be paid from the Gross Settlement Amount.

2 h. "The Court" shall mean the Los Angeles County Superior Court, Hon. Elihu M.
3 Berle, or such other Los Angeles County Superior Court Judge as may be assigned to hear this matter.

4 i. "Defendant" shall mean USA Waste of California, Inc.

5 j. "Effective Date" shall be sixty-one (61) calendar days from the date of service
6 of a Notice of entry of an Order Granting Final Approval of the Settlement and Entering Judgment
7 described below. However, if an appeal is filed within sixty (60) days of service of Notice of an Order
8 Granting Final Approval of the Settlement and Entering Judgment, then the Effective Date shall be
9 the latest of: (i) the date of final affirmance of the Order Granting Final Approval and Entering
10 Judgment; (ii) the date of final dismissal of any appeal from the Order Granting Final Approval of the
11 Settlement and Entering Judgment or the final dismissal of any proceeding to review the Order
12 Granting Final Approval and Entering Judgment that has the effect of confirming the Order Granting
13 Final Approval and Entering Judgment with no avenue for additional appeal or review available.

14 k. "Employer Taxes" means Defendant's share of employer-side payroll taxes to
15 be paid on that portion of the Class Member's Individual Settlement Payment characterized as wages,
16 i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid
17 outside of and in addition to the Gross Settlement Amount.

18 l. "Gross Settlement Amount" (or "GSA") shall mean the maximum non-
19 reversionary amount of Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) payable by
20 Defendant as provided for by this Agreement.

21 m. "Individual Settlement Payment" means the amount each Class Member shall
22 be entitled to receive pursuant to the Settlement. This payment will include compensation pursuant to
23 the terms of this Agreement for all Workweeks worked during the Class Period and the number of Pay
24 Periods worked during the PAGA Period. Class Members who opt-out of the non-PAGA portion of
25 the Settlement shall only receive payment based on the number of Pay Periods worked during the
26 PAGA Period.

27 n. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA
28 Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") pursuant

1 to the PAGA.

2 o. “Net Distribution Fund” shall mean the Gross Settlement Amount less (a) the
3 Class Representative Service Awards, (b) Settlement Administration Costs, (c) Attorneys’ Fees
4 Award, (d) Attorneys’ Costs, and (e) the PAGA Penalties.

5 p. “Notice Packet” shall mean the Notice of Proposed Class Action Settlement
6 substantially in the form attached as **Exhibit A**.

7 q. “Parties” shall mean collectively, Plaintiffs and Defendant.

8 r. “PAGA Pay Period(s)” means any pay period in which a PAGA Member
9 worked at least one day in that pay period during the PAGA Period, excepting those dates/times taken
10 for vacations and leaves of absences.

11 s. “Plaintiffs” and “Class Representatives” shall mean Plaintiffs Jose de la Torre,
12 Lori Arellano and Ramon Beltran.

13 t. “PAGA” shall mean the Private Attorneys General Act of 2004, California
14 Labor Code section 2698, *et seq.*

15 u. “PAGA Member(s)” and “PAGA Group” means those Class Members who
16 worked any time during the PAGA Period.

17 v. “PAGA Members Payment” means the twenty-five percent (25%) portion of
18 the PAGA Penalties to be paid to PAGA Members pursuant to the PAGA.

19 w. “PAGA Penalties” means civil penalties under the PAGA agreed upon by the
20 Parties and approved by the Court up to, but not to exceed, One Hundred Thirty-Five Thousand Dollars
21 (\$135,000.00), seventy-five percent (75%) of which will be paid to the California Labor and
22 Workforce Development Agency (“LWDA Payment”), and the remaining twenty-five percent (25%)
23 (“PAGA Members Payment”) shall be distributed proportionately to PAGA Members.

24 x. “Participating Class Member(s)” means any Class Member who does not return
25 a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All
26 Participating Class Members will be mailed their Individual Settlement Payment without the need to
27 return a claim form.

28 y. “Response Deadline” means the deadline by which Class Members must

1 postmark and return to the Administrator signed, dated, and timely requests for exclusion from the
2 non-PAGA portion of the Settlement, objections to the Settlement and/or disputes concerning the
3 number of Workweeks worked during the Class Period and number Pay Periods worked during the
4 PAGA Period. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
5 Notice Packets by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal
6 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
7 Postal Service is open. The Response Deadline will be extended fifteen (15) calendar days for any
8 Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day
9 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the
10 next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
11 express agreement between Class Counsel and Defendant.

12 z. “Released Claims” means any and all claims, debts, rights, demands,
13 obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated
14 damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief
15 against the Released Parties, arising during the Class Period and alleged in the operative Complaint,
16 or which could have been alleged based on the facts pled in the operative Complaint, including claims
17 relating to: (i) the alleged failure to pay for all hours worked, including, but not limited to, as the result
18 of off-the-clock work, unlawful rounding of time, donning and doffing of uniforms and equipment
19 and unlawful auto-deduction for meal periods, (ii) the alleged failure to pay minimum wages, (iii) the
20 alleged failure to pay overtime and double time wages, (iv) the alleged failure to correctly calculate
21 the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged
22 failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged
23 failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged
24 failure to provide complete and accurate wage statements, including, but not limited to, the failure to
25 accurately list total hours worked and sick pay balances, (viii) the alleged failure to timely pay wages
26 during employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are
27 terminated, (x) the alleged failure to reimburse for business expenses, including, but not limited to,
28 tools and personal cell phone usage, (xi) the alleged failure to maintain accurate time and payroll

1 records, and (xii) claims for interest and any other claims and penalties premised on the
2 aforementioned allegations. “Released Claims” includes all types of relief available for the above-
3 referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines,
4 lines, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated
5 damages, whether under federal law, California law or any state or local law or common law, including
6 as violations of the California Labor Code, the Wage Orders, applicable regulations, and any and all
7 claims under the Fair Labor Standards Act related to the facts and Claims alleged in the operative
8 Complaint.

9 aa. “Released PAGA Claims” means any and all PAGA claims against the
10 Released Parties arising during the PAGA Period and alleged in the operative Complaint and/or
11 Plaintiffs’ letters to the LWDA, or which could have been alleged based on the facts pled in the
12 operative Complaint and/or alleged in Plaintiffs’ letters to the LWDA, including PAGA claims relating
13 to: (i) the alleged failure to pay for all hours worked, including, but not limited to, as the result of off-
14 the-clock work, unlawful rounding of time, donning and doffing of uniforms and equipment and
15 unlawful auto-deduction for meal periods, (ii) the alleged failure to pay minimum wages, (iii) the
16 alleged failure to pay overtime and double time wages, (iv) the alleged failure to correctly calculate
17 the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged
18 failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged
19 failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged
20 failure to provide complete and accurate wage statements, including, but not limited to, the failure to
21 accurately list total hours worked, (viii) the alleged failure to timely pay wages during employment,
22 (ix) the alleged failure timely pay all wages owed to employees who quit or are terminated, (x) the
23 alleged failure to reimburse for business expenses, including, but not limited to, tools and personal
24 cell phone usage, (xi) the alleged failure to maintain accurate time and payroll records, and (xii) any
25 other PAGA claims premised on the aforementioned allegations.

26 bb. “Released Parties” means USA Waste of California, Inc. and its past, present,
27 and future parents, subsidiaries, affiliated or sister companies, and divisions, including, but not limited
28 to, Waste Management, Inc., and their respective past, present, and future officers, directors,

employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable for the Released Claims (“Released Parties”).

cc. “Settlement” or “Amended Agreement” or “Amended Settlement Agreement” shall mean this Amended Joint Stipulation of Class Action Settlement and Release.

dd. “Settlement Administrator” means ILYM Group, Inc. or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

ee. “Settlement Administration Costs” means the costs allocated from the Gross Settlement Amount to pay for administration of the settlement, as described in this Agreement, including required tax calculations and tax reporting to the appropriate governmental entities in connection with the Individual Settlement Payments (as defined below), issuing of 1099 and W-2 IRS Forms, address updates through the National Change of Address database (prior to the mailing of the Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable, calculating and distributing the Individual Settlement Payments, weekly status reports, resolving disputed claims with the aid of the Parties’ counsel, and providing all reports and declarations deemed necessary by the Parties in an amount not to exceed \$35,000.

ff. “Workweek” means any week in which a Class Member worked at least one day in that week during the Class Period, excepting those dates/times taken for vacations and leaves of absences.

SUMMARY OF THE LITIGATION AND SETTLEMENT

2. On April 24, 2020, Plaintiff Jose de la Torre filed his PAGA representative lawsuit against Waste Management of California, Inc. and Waste Management, Inc. in the Action seeking PAGA penalties on behalf of himself and all aggrieved employees on claims for alleged Labor Code violations premised on: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the

1 alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the
2 alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the
3 alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely
4 pay wages during employment, (ix) the alleged failure timely pay all wages owed to employees who
5 quit or are terminated, and (x) the alleged failure to reimburse for business expenses.

6 3. On October 23, 2020, Plaintiff De la Torre filed a Doe Amendment naming USA Waste
7 of California, Inc. as a Defendant in the Action.

8 4. On October 10, 2022, Plaintiff Lori Arellano filed a class action lawsuit against
9 Defendant, entitled *Arellano v. USA Waste of California, Inc.*, Shasta County Superior Court Case No.
10 200801, alleging a class claim on behalf of herself and all non-exempt employees of Defendant in the
11 state of California for alleged violation of Labor Code section 226.

12 5. On December 16, 2022, Plaintiff Lori Arellano filed a PAGA representative lawsuit
13 against Defendant, entitled *Arellano v. USA Waste of California, Inc.*, Shasta County Superior Court
14 Case No. 201225, seeking PAGA penalties on behalf of herself and all aggrieved employees on claims
15 for alleged violation on Labor Code section 226.

16 6. De la Torre and Defendant participated in a mediation of this case on August 31 and
17 September 6 and 25, 2023, with Lynn Frank. Following the final mediation session Ms. Frank
18 provided de la Torre and Defendant with a mediator's proposal to fully, finally, and forever
19 compromise and settle all claims asserted in the Action for the Gross Settlement Amount. De la Torre
20 and Defendant ultimately accepted the terms of the mediator's proposal. To achieve a complete release
21 of Defendant, each Class Member will be informed that in exchange for their Individual Settlement
22 Payment, each Participating Class Member will release the Released Claims as against the Released
23 Parties and each PAGA Member will release the Released PAGA Claims as against the Released
24 Parties.

25 7. On December 15, 2023, Plaintiff Ramon Beltran was added as a named Plaintiff and
26 USA Waste of California, Inc. was added as a named Defendant in *Coronado v. Waste Management*
27 *National Services, Inc. et al.*, Los Angeles County Superior Court Case No. 23STCV05669, alleging
28 class and PAGA claims against Defendant for alleged: (i) failure to provide meal periods, (ii) failure

1 to pay hourly, minimum and overtime wages, (iii) failure to reimburse for business expenses, (iv)
2 failure to provide complete and accurate wage statements, (v) failure to timely pay all final wages, (vi)
3 unfair competition, and (vi) PAGA penalties, brought on behalf of himself and all non-exempt
4 employees of Defendant in the state of California.

5 8. On October 8, 2024, the Court entered an Order permitting Plaintiff Beltran to intervene
6 in the Action.

7 9. Following further investigation and negotiation, Plaintiffs Arellano and Beltran agreed
8 to joint in the Settlement as additional Class Representatives, and their counsel agreed to join the
9 Settlement as additional Class Counsel.

10 10. The Parties conducted extensive formal and informal discovery in the Action, including
11 the production of allegedly aggrieved employees' and Class Members' information and time and
12 payroll records, interrogatories and requests for production of documents. The Parties recognize the
13 issues in the Action would likely only be resolved with further extensive and costly proceedings;
14 recognize that further litigation shall cause inconvenience, distraction, disruption, delay and expense
15 disproportionate to the potential benefits of litigation; and recognized the risk and uncertainty of the
16 outcome inherent in any litigation. Based on their own independent investigation and evaluation,
17 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
18 terms of this Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light
19 of all known facts and circumstances, including the risk of significant delay and defenses asserted by
20 Defendant. While Defendant specifically denies all liability in the Action, it has agreed to enter into
21 this Settlement to avoid the cost and business disruption associated with further defense of the Action.

22 **TERMS OF THE CLASS SETTLEMENT**

23 11. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to
24 completely resolve the Action, including the Amended Complaint, on a class-wide basis. In addition
25 to the Gross Settlement Amount, Defendant shall pay the Employer Taxes due on the portion of the
26 Individual Settlement Payments allocated to wages. Under no circumstances shall Defendant be
27 obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete
28 resolution of the Action, including the Amended Complaint.

12. Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and subject to the approval of the Court, the Parties agree to the following allocations:

a. Class Representative Service Award. Plaintiffs shall each be paid a Class Representative Service Award of up to \$10,000 in recognition of their efforts and work in prosecuting the Action (and the *Arellano* and *Coronado* actions) on behalf of Class Members and PAGA Members, undertaking the burdens and risks for the payment of costs in the event of loss and for giving a general release of all claims. The Class Representative Service Awards shall be paid in addition to Plaintiffs' Individual Settlement Payments, and Plaintiffs shall each give a general release of all claims against the Released Parties in exchange for the Class Representative Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Service Awards. Any portion of the Class Representative Service Awards not awarded to Plaintiffs shall remain with the Net Distribution Fund.

b. Settlement Administration Costs. The Settlement Administrator shall be paid "Settlement Administration Costs" in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000).

c. Attorneys' Fee Award. Class Counsel shall be paid an Attorneys' Fee Award of up to Nine Hundred Forty-Five Thousand Dollars (\$945,000.00), (35% of the Gross Settlement Amount);

d. Attorneys' Costs. Class Counsel shall be paid an award for reimbursement of their Attorneys' Costs in an amount of up to Fifty-Five Thousand Dollars (\$55,000);

e. PAGA Penalties. PAGA Penalties of \$101,250.00 (75% of \$135,000.00 shall be paid to the LWDA and \$33,750.00 (25% of \$135,000.00) to PAGA Members who have worked during Pay Periods in the PAGA Period. PAGA Members shall not have the right to opt out of the PAGA portion of this Settlement.

13. Allocation of the Net Distribution Fund and PAGA Members Payment. The Net Distribution Fund and PAGA Members Payment shall both be allocated to Class Members and PAGA Members based on the formulas described below. Any portion of the Class Representative Service Awards, the Settlement Administration Costs, the Attorneys' Fees Award, the Attorneys' Costs and/or

the PAGA Penalties not approved by the Court shall be added to the Net Distribution Fund. No portion of the Net Distribution Fund shall revert to or be retained by Defendant under any circumstance. The Net Distribution Fund and PAGA Members Payment shall be distributed to Participating Class Members and PAGA Members on a proportionate basis as follows:

a. Payment to Participating Class Members. Each Participating Class Member shall receive a proportionate share of the Net Distribution Fund that is equal to (i) the number of Workweeks he/she worked during the Class Period divided by (ii) the total number of Workweeks worked by all Participating Class Members during the Class Period.

b. PAGA Members Payment. Each PAGA Member will receive a proportionate share of the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she worked during the PAGA Period divided by (ii) the total number of Pay Periods worked by all PAGA Members during the PAGA Period.

14. Individual Settlement Payments. Participating Class Members shall receive an Individual Settlement Payment calculated as set forth in paragraph 8(a)-(b) above. Class Members who opt out of the non-PAGA portion of the Settlement shall receive only an Individual Settlement Payment representing payment for the PAGA Members Payment as set forth in paragraph 8(b). In the event that a Class Member should dispute the information upon which his or her Individual Settlement Payment is calculated, and it is determined by the Administrator from the information and/or documentation provided by that Class or PAGA Member that an amount more than that initially calculated is payable to any Participating Class Member or PAGA Member pursuant to the Settlement, that additional amount will be paid from the Gross Settlement Amount. In no event shall Defendant ever be required to pay any amount greater than the Gross Settlement Amount plus the Employer Taxes.

15. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit plan, the Individual Settlement Payments made to Participating Class Members and PAGA Members, as well as any other payments made pursuant to this Settlement, shall not be construed as compensation for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans,

401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan of Defendant or pursuant to any Collective Bargaining Agreement. Unless otherwise required by any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

AMENDED PAGA NOTICE AND COMPLAINT

16. Amended PAGA Notice: Counsel for de la Torre filed an amended Notice with the LWDA to include PAGA claims for failure to reimburse for personal cell phone usage, failure to pay double time wages, unlawful rounding of time and unlawful auto-deduction from employee time for meal periods. The LWDA did not timely notify de la Torre that it intended to investigate the claims in the Amended PAGA Notice.

17. First Amended Complaint: Following expiration of the sixty-five (65) day time period for receipt of a response to the Amended PAGA Notice from the LWDA de la Torre and Defendant stipulated to the filing of, and Plaintiff filed, a First Amended Complaint: (1) alleging class claims for (i) failure to pay for all hours worked, including, but not limited to, as the result of off-the-clock work, unlawful rounding of time and unlawful auto-deduction for meal periods, (ii) failure to pay minimum wages, (iii) failure to pay overtime and double time wages, (iv) failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) failure to provide complete and accurate wage statements, including, but not limited to, the failure to accurately list total hours worked and sick pay balances, (viii) failure to timely pay wages during employment, (ix) failure timely pay all wages owed to employees who quit or are terminated, (x) failure to reimburse for business expenses, including, but not limited to, tools and personal cell phone usage, and (xi) failure to maintain accurate time and payroll records and (2) PAGA claims premised thereon. In the event this Settlement does not receive final approval by the Court or the Effective Date does not occur, the Parties shall stipulate to the withdrawal of the Amended Complaint, and this litigation shall return to the status prior to the execution of the Memorandum of Understanding.

///

18. Second Amended Complaint: Within 5 business days of execution of this Amended Joint Stipulation of Class and PAGA Representative Action Settlement and Release, the Parties shall stipulate to the filing of, and Plaintiffs shall file, a Second Amended Complaint adding Lori Arellano and Ramon Beltran as Named Plaintiffs in the Action and adding Diversity Law Group, P.C., the Law Offices of Choi & Associates, APLC, Hyun Legal, PC, Polaris Law Group and Setareh Law Group as counsel for Plaintiffs. In the event the Second Amended Complaint is not allowed or is rejected by the Court, in any material respect, this litigation shall return to the status prior to the execution of the Joint Stipulation of Class and PAGA Representative Action Settlement and Release.

19. Dismissal of Arellano: Within 3 business days of the filing of the Second Amended Complaint, Plaintiff Lori Arellano shall request dismissal of Case Nos. 200801 and 201225 without prejudice and shall take all action required to obtain dismissal of those lawsuits.

20. Dismissal of Beltran and Defendant from Coronado: Within 3 business days of the filing of the Second Amended Complaint, Plaintiff Ramon Beltran shall request dismissal of himself as a plaintiff and USA Waste of California, Inc. as a defendant, without prejudice, as to all claims and causes of action in Case No. 23STCV05669 and shall take all action required to obtain those dismissals.

PRELIMINARY APPROVAL OF THE SETTLEMENT

21. Preliminary Approval: On February 23, 2024, Judge Daniel S. Murphy entered an Order granting preliminary approval of the Settlement under the terms of the Joint Stipulation of Class and PAGA Representative Action Settlement and Release.

22. Preliminary Approval of the Amended Settlement: Promptly after filing of the Second Amended Complaint, Plaintiffs shall file a Motion for Order Granting Preliminary Approval of the Amended Class Action Settlement which requests the following: (i) preliminary approval of the amended Settlement, subject only to the objections of Class Members and final review by the Court; (ii) conditional certification of a class for purposes of settlement only; (iii) a schedule for final approval hearing regarding the proposed amended Settlement, including payment of Attorneys' Fees and Attorneys' Costs, and Class Representative Service Awards; (iv) approval as to form and content of the proposed Notice Packet; (v) a schedule for the procedures for the Response Deadline; and (vi) a

1 schedule for the mailing of the Notice Packet by first class mail to the Class Members. Plaintiffs'
2 Counsel will provide counsel for Defendant with a draft of the motion for preliminary approval
3 including the proposed Order Granting Preliminary Approval at least seven (7) calendar days before
4 it is filed with the Court for Defendant's review and input. Defendant shall not oppose the Preliminary
5 Approval Motion and may, in its sole option, file a declaration of non-opposition. Concurrently with
6 the filing of the Preliminary Approval Motion, counsel for Plaintiffs shall submit a copy of this
7 Amended Agreement to the LWDA and provide proof of said submission to the Court and counsel for
8 Defendant.

9 23. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to
10 certification of the Class for purposes of the Settlement only. If, for any reason, the Settlement is not
11 approved, the stipulation to certification shall be void. The Parties further agree that certification for
12 purposes of the Settlement is not an admission that class action certification is proper under the
13 standards applied to contested certification motions and that this Settlement shall not be admissible in
14 this or any other proceeding as evidence that either: (i) a class action should be certified or
15 (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's
16 terms.

17 **SETTLEMENT ADMINISTRATION**

18 24. Settlement Administrator. The Parties each represent that they do not have any
19 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
20 Administrator that could create a conflict of interest.

21 25. Class Data. Within 14 days of the Order Granting Preliminary Approval, Defendant
22 shall provide to the Settlement Administrator for each identifiable member of the Class the following
23 information: name, address, social security number, telephone number, and the number of work weeks
24 worked during the Class Period, and the number of Pay Periods worked during the PAGA Period based
25 on its business and payroll records ("Class Data List"). The Class Data List and information shall
26 remain confidential. The Settlement Administrator shall only use this information to facilitate notice,
27 administration of the Settlement, and for distribution of Individual Settlement Payments to
28 Participating Class Members and PAGA Members. The Parties agree to cooperate in the

1 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
2 and expenses incurred in administration of the Settlement.

3 26. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant
4 that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards
5 for the Class Data List that it receives from Defendant; (ii) not disclose the Class Data List to Class
6 Counsel, Plaintiffs, any party or third parties, including agents or subcontractors, without Defendant's
7 consent and keep the Class Data List confidential; (iii) not disclose or otherwise use the Class Data
8 other than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice
9 if it becomes aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.

10 27. Confirmation of Contact Information in the Class Data List. Following receipt of the
11 Class Data List from Defendant, and prior to mailing, the Settlement Administrator shall perform a
12 search of the National Change of Address Database to update and correct stale Class Member
13 addresses. If any Notice Packet is returned to the Settlement Administrator as non-deliverable on or
14 before the Response Deadline, within three days of its receipt, the Settlement Administrator shall send
15 it promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the
16 Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no
17 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the
18 correct address by using a skip-trace, or other search using the name, address and/or social security
19 number of the Class Member involved, and shall, within three days of learning the correct address, re-
20 mail the Notice Packet. Should a Notice Packet associated with a currently employed Class Member
21 be returned to the Administrator, it shall immediately inform Defendant to obtain a more current
22 mailing address for that Class Member to re-mail the Notice Packet.

23 28. Notice by First-Class U.S. Mail. Within fourteen (14) business days following
24 Defendant's provision of the Class Data List to the Settlement Administrator as set forth in Paragraph
25 16, supra, the Administrator shall mail the individualized Notice Packet by First Class U.S. Mail. The
26 Notice Packet shall be provided in both English and Spanish. Each individualized Notice of Class
27 Action Settlement ("Notice" – Exhibit "A") shall include the Class Member's number of Workweeks
28 during the Class Period and number of Pay Periods during the applicable PAGA Period and the

1 estimated Individual Settlement Payment amount. The Notice will also inform Class Members of their
2 right to opt-out of the non-PAGA portion of the Settlement, that they will receive payment for the
3 Settlement without having to submit a claim and that they each will be mailed their Individual
4 Settlement Payment at the address on file with the Administrator. The Notice will also inform the
5 Class of the manner and deadline to submit (1) requests for exclusion from the non-PAGA portion of
6 the Settlement, (2) objections to the Settlement; and (3) disputes concerning the number of Workweeks
7 during the Class Period and the number of Pay Periods worked during the PAGA Period. The Notice
8 further informs the Class of the claims to be released, including if they do not request to be excluded,
9 and the date, time, and place set for the Final Approval Hearing.

10 29. Disputed Workweek and/or Pay Period Information. Class Members may contact the
11 Settlement Administrator with questions regarding the number of Workweeks they have been assigned
12 during the Class Period or the number of Pay Periods. Class Members may produce evidence to the
13 Settlement Administrator showing that such information is inaccurate. There is a rebuttable
14 presumption that Defendant's personnel and payroll records are correct, but Class Members may,
15 should they disagree with Defendant's records, provide documentation to show contrary employment
16 dates and/or records of Workweeks or Pay Periods no later than the Response Deadline. The dispute
17 must: (i) set forth the name, address, telephone number and last four digits of the social security
18 number of the Class Member submitting the dispute; (ii) be signed by the Class Member; (iii) be timely
19 returned to the Settlement Administrator; (iv) clearly state the reason(s) that the Class Member
20 disputes the information provided contained in the Notice Packet; and (v) be postmarked on or before
21 the Response Deadline. All disputes shall be decided by the Settlement Administrator within ten (10)
22 business days of the Response Deadline.

23 30. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
24 non-PAGA portion of the Settlement must sign and postmark a written Request for Exclusion to the
25 Settlement Administrator, in the manner set forth in the Notice, by the Response Deadline. The
26 Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of
27 the Social Security number of the Class Member requesting the exclusion; (ii) be signed by the Class
28 Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state that the Class

Member does not wish to be included in the non-PAGA portion of the Settlement and does not wish to receive any payment or other benefits therefrom; and (v) be postmarked on or before the Response Deadline. The postmark date shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. No Request for Exclusion may be made on behalf of a group of Class Members. Workweeks by Class Members who have submitted a valid and timely Request for Exclusion shall be deducted from the aggregate number of Workweeks for the non-PAGA portion of the Settlement. Class Members shall not have the right to opt-out from the PAGA portion of the Settlement.

31. Defective Submissions. If a Class Member's Request for Exclusion is defective as to any of the requirements listed herein, that Class Member shall be given an opportunity to cure the defect(s). The Settlement Administrator shall mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member shall have until (i) the Response Deadline or (ii) ten (10) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it shall be deemed untimely. Class Members shall be limited to one cure letter advising them of the defect. A Class Member who submits an invalid or untimely request to be excluded will remain a Class Member, will receive their Individual Settlement Payment and be bound by the releases and judgment entered as set forth herein. Invalid and untimely Requests for Exclusion shall be deemed null and void.

32. Objection Procedures. To object to the non-PAGA portion of the Settlement, a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline. Class Members shall not have a right to object to the PAGA portion of the Settlement. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement and as set forth in the Notice of Class Action Settlement, including: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector

intends to appear at the Final Approval Hearing. The postmark date shall be deemed the exclusive means for determining that the Notice of Objection is timely. Only Class Members who have not opted out of the non-PAGA portion of the Settlement may object. Class Members who postmark timely Notices of Objection shall have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. Class Members who have not opted out may also appear in Court (or hire an attorney to appear in Court) to present oral objections to the non-PAGA portion of the Settlement at the Final Approval Hearing. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or appeal from the Final Approval and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement. The Parties shall file all Notices of Objection, valid or invalid, timely or untimely, with the Court in advance of the Final Approval/Settlement Fairness Hearing. If the Court overrules the Class Member's objection(s), or if the Court approves the Settlement despite any objection(s), the Class Member will be deemed to be a Participating Class Member and will be bound by the terms of this Agreement and will be mailed their Individual Settlement Payment.

33. Settlement Administrator Reports Regarding Class Member Participation. The Settlement Administrator shall provide Defendant's counsel and Class Counsel a biweekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion and objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Notices. The Settlement Administrator shall provide to counsel for all Parties any updated reports regarding the administration of the Settlement as needed or requested. Not later than fourteen (14) days after the final Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members, all Non-Participating Class Members and all Class Members who objected to the Settlement Agreement.

34. Settlement Administrator Declaration. Not later than twenty-eight (28) court days prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with its declaration of due diligence setting forth its compliance with its obligations under this Agreement to be filed with the Court and will supplement its declaration as needed or as requested by the Court.

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35. Settlement Administrator Final Report. By no later than five (5) calendar days following the Effective Date, the Settlement Administrator shall provide counsel for all Parties with the aggregate number of Workweeks by Participating Class Members during the Class Period and aggregate number of Pay Periods worked by PAGA Members during the PAGA Period. Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

36. Defendant's Right to Rescind. Defendant shall have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, five percent (5%) or more of Class Members timely and validly Request Exclusion from the non-PAGA portion of the Settlement. Defendant must exercise this right of rescission in writing to Class Counsel within thirty (30) calendar days after the latest date any Class Member may timely submit his or her Request for Exclusion. If Defendant exercise its right of rescission pursuant to this paragraph, Defendant shall be responsible for all costs incurred by the Settlement Administrator.

37. Escalator Clause. It is estimated that there are approximately 361,045 Workweeks worked by all Class Members during the applicable Class Period of April 24, 2019, through December 25, 2023. If the Workweek number is ultimately greater than 110% of that estimate (397,150), the Gross Settlement Amount will be increased on a pro rata basis for each Workweek above 397,150. Alternatively, Defendant may, in its sole discretion, cut off the release period as of the date 397,150 Workweeks are reached.

FINAL APPROVAL

38. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the Response Deadline as ordered by the Court at the time of the Preliminary Approval Hearing, a Final Approval Hearing shall be conducted to determine the Final Approval of the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments; (ii) the Class Representative Service Awards; (iii) Attorneys' Fee Award; (iv) Attorneys' Costs; (v) Settlement Administration Costs; and (vi) PAGA Penalties. The Final Approval Hearing shall not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel shall be responsible for drafting all documents necessary to obtain final approval. The Motion for Order Granting Final Approval and

1 Entering Judgment shall include Class Counsel's application for the Class Counsel's Attorneys' Fees
2 and Costs, the Class Representative Service Awards, and the Administrator's expenses. A draft of
3 such motion shall be provided to Counsel for Defendant seven business days prior to its filing with
4 the Court. Plaintiffs agree not to file his motion and/or application without Defendant's review and
5 input. The Settlement Administrator shall maintain on its website a section for this Settlement which
6 includes a copy of the Motion for Preliminary Approval, along with any accompanying exhibits, and
7 the operative Complaint. It shall be updated after Judgment is entered with a copy of the final
8 Judgment.

9 39. Attorneys' Fee Award and Costs. Defendant shall not object to Class Counsel's request
10 of reasonable Attorneys' Fees of up to \$945,000.00 (35% of the Gross Settlement Amount) and their
11 reasonable Attorneys' Costs not expected to exceed \$55,000. Class Counsel's application for
12 Attorneys' Fees and Costs award shall be included within the Motion for Order Granting Final
13 Approval of Class Action Settlement, unless the Court instructs otherwise.

14 40. Judgment and Continued Jurisdiction. Concurrent with the Motion for Order Granting
15 Final Approval of the Class Action Settlement, the Parties shall present an Order Granting Final
16 Approval and Entering Judgment to the Court, in a form mutually agreed to by the Parties, for
17 approval. After entry of the Judgment, the Court shall have continuing jurisdiction over the Settlement
18 as required by law, including: (i) the interpretation and enforcement of the terms of the Settlement;
19 (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate
20 under court rules or as set forth in this Settlement.

21 41. Funding of the Settlement. Defendant shall transmit the Gross Settlement Amount to
22 the Administrator together with the amount representing the Employer Taxes (to be communicated by
23 the Administrator to Defendant at least (5) business days before transmittal of the Gross Settlement
24 Amount). The Administrator shall deposit the Gross Settlement Amount into a Qualified Settlement
25 Account, from which the Settlement Administrator will have the authority to distribute money in
26 accordance with the terms of this Settlement Agreement. Defendant shall transmit the Gross
27 Settlement Amount and the Employer Taxes, within fifteen (15) days following the Effective Date of
28 Settlement.

42. No Effective Date. If there is no Effective Date: (i) the Amended Settlement Agreement shall have no force and effect and no Party shall be bound by any of its terms; (ii) Defendant shall have no obligation to make any payments required under this Amended Agreement; (iii) the Parties shall evenly distribute and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and (iv) the Settlement Agreement and Amended Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto shall be protected as privileged settlement communications and shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the date of execution of the original Settlement Agreement. In such event, the Parties shall work cooperatively to request a conference with the Court in which to attempt to resolve any issues that the Court has raised regarding the Amended Agreement so that it can gain the Court's approval, or alternatively, effectuate their intent to resume the Action.

43. Distribution and Timing of Payments. Within ten (10) calendar days following receipt of the Gross Settlement Amount and the Employer Taxes, the Settlement Administrator shall issue payments to: (i) Participating Class Members, (ii) PAGA Members, (iii) Plaintiffs, (iv) Class Counsel, and (v) the Labor Workforce and Development Agency. However, payments shall not be issued to Class Members whose Notice Packets are returned as undeliverable and for whom no forwarding address can be located. Individual Settlement Payments for such Class Members shall be held by the Settlement Administrator unless claimed by the Class Member, and shall be paid to the *cy pres* beneficiary as set forth below if unclaimed by the end of the one hundred eighty (180) calendar day period to cash settlement checks as set forth below. The Settlement Administrator shall also issue a payment to itself for the Court-approved amount for its services.

44. Payments to Participating Class Members. Each individual settlement payment check to Participating Class Members will contain language in substantially the following form: "I understand that by cashing, depositing, or otherwise negotiating this check I will be deemed to have opted into *de la Torre v. USA Waste of California, Inc.*, Los Angeles Superior Court Case No. 20STCV16032, for purposes of the federal Fair Labor Standards Act (FLSA) to the extent required to do so under applicable law for purposes of the court-approved settlement therein and the release of

claims.” Each such settlement check will also bear a legend directing the payer’s bank to only accept the check for payment if: (a) the settlement check is endorsed by the payee; and (b) the settlement and release language, or any part of it, has not been altered or deleted. Any Participating Class Member who signs, deposits, and/or cashes the settlement check shall be deemed an opt-in party plaintiff under the FLSA for purposes of the Settlement.

45. Un-cashed Settlement Checks. Settlement checks shall remain valid for a period of one hundred eighty (180) calendar days after mailing, at which time the checks shall become null and void. Thirty (30) days following the mailing of the Individual Settlement Payment Checks, the Administrator shall mail a postcard to each Participating Class Member and PAGA Member whose check is uncashed to remind them of the void date. Any funds represented by Individual Settlement Payment checks remaining un-cashed for more than 180 calendar days after issuance shall be delivered to Legal Aid at Work, which is a 501(c)(3) non-profit legal services organization that assists low-income working families. Participating Class Members and PAGA Members who fail to cash their checks within the 180-day period shall remain bound by the Settlement as set forth herein. The Parties and their counsel represent and warrant that they have no financial interest in, or involvement with, the selected *cy pres* beneficiary such that there would be a conflict of interest,

46. Administration of Taxes by the Settlement Administrator. The Settlement Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator shall also be responsible for calculating and processing all payroll taxes and penalties for payment to the appropriate government authorities.

TAX TREATMENT OF SETTLEMENT AMOUNTS

47. Tax Treatment of Individual Settlement Payments. The Parties have agreed to allocate the Individual Settlement Payment as follows: for Participating Class Members – 35% to wages for which an IRS W-2 Form shall be issued and 65% to interest and penalties (30% to interest and 35% to penalties) for which IRS 1099 Forms shall be issued. Employee-side payroll taxes and withholding shall be deducted from the wage portion of the payment pursuant to state and federal law. For Class

Members who opt-out of the non-PAGA portion of the Settlement, the entirety of the Individual Settlement Payments shall be allocated to penalties for which IRS 1099 Forms shall be issued.

48. Class Member and Plaintiff Responsibility for Taxes. Participating Class Members and PAGA Members are responsible to pay appropriate taxes due on the Individual Settlement Payments they receive, and Plaintiffs are responsible for paying the appropriate taxes due on the Class Representative Service Payments. All Individual Settlement Payments shall be deemed paid to such Class Members and PAGA Members solely in the year in which such payments are issued. Counsel does not purport this communication to constitute tax or legal advice. If this Settlement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal or state tax issue, such advice is not intended or written to be used, and cannot be used, by any person to avoid penalties under the federal Internal Revenue Code or any state tax code. The Notice of Class Action Settlement will advise Class Members that they shall be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Settlement Payments.

49. Class Counsel shall be issued an IRS Form 1099 for any fees and costs awarded by the Court.

RELEASE BY THE CLASS

50. Release by Class Members and PAGA Members. As of the Effective Date, Plaintiffs and all Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released Claims that accrued during the Class Period as set forth herein. As of the Effective Date, Plaintiffs and all PAGA Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all PAGA Released Claims that accrued during the PAGA Period as set forth herein.

51. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND

1 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
2 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
3 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR
4 BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
5 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
6 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
7 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
8 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
9 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
10 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
11 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
12 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
13 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
14 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
15 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
16 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
17 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
18 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
19 AGREEMENT.

20 52. Release by Plaintiffs. As of the Effective Date, Plaintiffs Jose de la Torre, Lori
21 Arellano and Ramon Beltran (on their own behalf and on behalf of their heirs, executors,
22 administrators, and assigns), but not on behalf of other Class Members, knowingly and voluntarily
23 release and forever discharge the Released Parties from any and all claims, known and unknown,
24 asserted and unasserted, that each of them has or may have had against Defendant and any of the
25 Released Parties. Such claims include, but are not limited to: breaches of contract, whether written,
26 oral or implied; violations of any public policy; tort claims, including but not limited to intentional
27 infliction of emotional distress and negligent infliction of emotional distress, defamation,
28 misrepresentation, and fraud; retaliation claims; common law claims; any other claims for damages,

costs, fees, or other expenses, including attorneys' fees; and any violations of the following statutes, laws, and regulations: Fair Labor Standards Act, 29 U.S.C. §§ 200, *et seq.*, Title VII of the Civil Rights Act of 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Employment Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair Employment and Housing Act – Cal. Gov't Code § 12900 *et seq.*; the California Family Rights Act – Cal. Gov't Code § 12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51 *et seq.*; the California Whistleblower Protection Law – Cal. Lab. Code § 1102.5; the California Occupational Safety and Health Act, as amended – Cal. Lab. Code § 6300 *et seq.*, and any applicable regulations thereunder; the California Business and Professions, Civil, Government and Labor Code; the Labor Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 *et seq.*; and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of being released by them, excluding any claims that cannot be released as a matter of law. To the extent the foregoing release is a release to which California Civil Code section 1542 or similar provisions of other applicable law may apply, Plaintiffs each expressly waive any and all rights and benefits conferred upon them by the provisions of California Civil Code section 1542 or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of California Civil Code section 1542, and to implement

1 a full and complete release and discharge, Plaintiffs each expressly acknowledge this Settlement is
2 intended to include in its effect, without limitation, all known and unknown claims, including any
3 claims each of them do not know or suspect to exist in his or her favor against the Released Parties at
4 the time of signing this Settlement, and that this Settlement contemplates the extinguishment of any
5 such claim or claims. Plaintiffs each acknowledge that they may later discover facts different from or
6 in addition to those they now know or believe to be true regarding the matters released or described in
7 this Settlement, and nonetheless agree that the releases and agreements contained in this Settlement
8 shall remain fully effective in all respects notwithstanding any later discovery of any different or
9 additional facts. Plaintiffs each assume any and all risks of any mistake in connection with the true
10 facts involved in the matters, disputes, or controversies described in this Settlement or with regard to
11 any facts now unknown to them relating to such matters.

12 The above general release does not include the claims at issue in the class action lawsuit
13 currently pending the U.S. District Court for the Eastern District of California entitled *Ramon Beltran*
14 *v. Waste Management, Inc., et al.*, Case No. 2”23-cv-00279-DC-CSK. alleging claims under the Fair
15 Credit Reporting Act (15 U.S.C. § 1681b(b)(2)(A)) that are wholly unrelated to the claims to which
16 this Amended Settlement Agreement applies.

17 53. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
20 of action or right herein released and discharged.

21 ADDITIONAL TERMS

22 54. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
23 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
24 Any Exhibits to this Settlement are an integral part of the Settlement.

25 55. No Publicity. Plaintiffs and Class Counsel agree not to publicize the settlement,
26 including in communications with the press; however, nothing in this Agreement shall prevent
27 Plaintiffs and Class Counsel from engaging in direct communications with Class Members about the
28

1 settlement, and nothing in this Agreement shall prevent Class Counsel from identifying the Settlement
2 on their website, so long as Class Counsel does not mention Defendant by name and instead refers to
3 it only as a transportation company. Class Counsel is further permitted to discuss the Settlement,
4 including Defendant's name, the case number, etc. in future Court declarations and in such
5 communications as are reasonably necessary for purposes of meeting their responsibilities as class
6 representatives and Class Counsel.

7 56. Entire Agreement. This Amended Settlement Agreement and attached Exhibits
8 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or
9 oral agreements may be deemed binding on the Parties. The Parties expressly recognize California
10 Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that
11 a written agreement is to be construed according to its terms and may not be varied or contradicted by
12 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms
13 shall modify, vary or contradict the terms of this Amended Settlement Agreement.

14 57. Amendment or Modification. No amendment, change, or modification to this
15 Amended Settlement Agreement shall be valid unless in writing and signed, either by the Parties or
16 their counsel.

17 58. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent
18 they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to
19 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
20 to effectuate its terms and to execute any other documents required to effectuate the terms of this
21 Amended Settlement Agreement. The Parties and their counsel shall cooperate with each other and
22 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
23 agreement on the form or content of any document needed to implement the Settlement, or on any
24 supplemental provisions that may become necessary to effectuate the terms of this Amended
25 Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

26 59. Binding on Successors and Assigns. This Amended Settlement Agreement shall be
27 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
28 defined.

1 60. California Law Governs. All terms of this Amended Settlement Agreement and
2 Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

3 61. Execution and Counterparts. This Amended Settlement Agreement is subject only to
4 the execution of all Parties. However, the Amended Settlement Agreement may be executed in one
5 or more counterparts and by DocuSign. All executed counterparts and each of them, including
6 facsimile and scanned copies of the signature page, shall be deemed to be one and the same instrument
7 provided that counsel for the Parties shall exchange among themselves original signed counterparts.

8 62. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
9 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
10 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
11 account all relevant factors, present and potential. The Parties further acknowledge that they are each
12 represented by competent counsel and that they have had an opportunity to consult with their counsel
13 regarding the fairness and reasonableness of this Settlement.

14 63. Acknowledgment of Future Legislation. Each Party recognizes that legislation could
15 affect the outcome of the Action. The Parties, nevertheless, enter into this settlement to avoid risk of
16 loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

17 64. Invalidity of Any Provision. Before declaring any provision of this Amended
18 Settlement Agreement invalid, the Court shall first attempt to construe the provision as valid to the
19 fullest extent possible consistent with applicable precedents so as to define all provisions of this
20 Amended Settlement Agreement valid and enforceable.

21 65. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel
23 may appeal any reduction to the Attorneys' Fees or the Attorneys' Costs below the amounts they
24 request from the Court, and any party may appeal any court order that materially alters the Settlement
25 terms.

26 66. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
27 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
28 In entering into this Settlement, Defendant and the Released Parties do not admit, and specifically

1 deny, that Defendant or any Released Parties violated any federal, state, or local law; violated any
2 regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations
3 or legal requirements; breached any contract; violated or breached any duty; engaged in any
4 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
5 employees. Neither this Amended Settlement Agreement, nor any of its terms or provisions, nor any
6 of the negotiations connected with it, shall be construed as an admission or concession by Defendant
7 (or any Released Parties) of any such violations or failures to comply with any applicable law. Except
8 as necessary in a proceeding to enforce the terms of this Amended Settlement Agreement, this
9 Amended Settlement Agreement and its terms and provisions shall not be offered or received as
10 evidence in any action or proceeding to establish any liability or admission on the part of Defendant
11 (or any Released Parties) or to establish the existence of any condition constituting a violation of, or a
12 non-compliance with, federal, state, local or other applicable law.

13 67. Waiver. No waiver of any condition or covenant contained in this Amended Settlement
14 Agreement or failure to exercise a right or remedy by any of the Parties hereto shall be considered to
15 imply or constitute a further waiver by such Party of the same or any other condition, covenant, right
16 or remedy.

17 68. Enforcement Actions. In the event that one or more of the Parties institutes any legal
18 action or other proceeding against any other Party to enforce the provisions of this Amended
19 Settlement Agreement or to declare rights and/or obligations under this Amended Settlement
20 Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or
21 Parties reasonable attorneys' fees and costs, including reasonable expert witness fees incurred in
22 connection with any enforcement actions.

23 69. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement. Accordingly, this Amended Settlement Agreement shall not be
25 construed more strictly against one party than another merely by virtue of the fact that it may have
26 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
27 negotiations between the Parties, all Parties have contributed to the preparation of this Amended
28 Settlement Agreement.

1 70. Representation By Counsel. The Parties acknowledge that they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Amended Settlement
3 Agreement, and that this Amended Settlement Agreement has been executed with the consent and
4 advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens
5 on the Settlement. Class Counsel also represents that there are no attorneys who have or could have
6 any liens with respect to any aspect of this Settlement, or any funds received by Plaintiffs.

7 71. All Terms Subject to Final Court Approval. All amounts and procedures described in
8 this Amended Settlement Agreement herein shall be subject to final Court approval.

9 72. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
10 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
11 Amended Settlement Agreement.

12 73. Binding Agreement. The Parties warrant that they understand and have full authority
13 to enter into this Amended Settlement Agreement, and further intend that this Amended Settlement
14 Agreement shall be fully enforceable and binding on all parties, and agree that it shall be admissible
15 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
16 confidentiality provisions that otherwise might apply under federal or state law.

17 74. Notices. Unless otherwise specifically provided, all notices, demands or other
18 communications given shall be in writing and shall be deemed to have been duly given by the third
19 business day after mailing by United States registered or certified mail, return receipt requested,
20 addressed as follows:

21 **To Plaintiffs and the Class:**

22 James Hawkins
23 Gregory Mauro
24 Michael Calvo
25 James Hawkins APLC
26 9880 Research Drive, Suite 200
27 Irvine, CA 92618
28 Telephone: (949) 387-7200
 Facsimile: (949) 387-6676
 Emails: James@jameshawkinsaplc.com
 Greg@jameshawkinsaplc.com
 Michael@jameshawkinsaplc.com

1 Larry W. Lee
2 Diversity Law Group, P.C.
3 515 S. Figueroa St., Suite 1250
4 Los Angeles, CA 90071
5 Telephone: (213) 488-6555
6 Facsimile: (213) 488-6554
7 Email: lwlee@diversitylaw.com

8 Edward W. Choi
9 Law Offices of Choi & Associates, APLC
10 515 S. Figueroa St., Suite 1250
11 Los Angeles, CA 90071
12 Telephone: (213) 381-1515
13 Facsimile: (213) 465-4885
14 Email: edward.choi@choiandassociates.com

15 William L. Marder
16 POLARIS LAW GROUP
17 501 San Benito Street, Suite 200
18 Hollister, California 95023
19 Telephone: 831.531.4214
20 Facsimile: 831.634.0333
21 Email: bill@polarislawgroup.com

22 Dennis S. Hyun
23 HYUN LEGAL, APC
24 515 S. Figueroa St., Suite 1250
25 Los Angeles, CA 90071
26 (213) 488-6555
27 (213) 488-6554 facsimile
28 Email: dhyun@hyunlegal.com

Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Setareh Law Group
420 North Camden Drive
Beverly Hills, CA 90210
Telephone: (310) 888-7771
Facsimile: (310) 888-0109
Emails: shaun@setarehlaw.com
jose@setarehlaw.com
tyson@setarehlaw.com

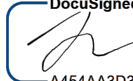
To Defendant:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101

AGREED.

PLAINTIFF JOSE DE LA TORRE

DocuSigned by:



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Dated: 2/25/2025

Jose de la Torre

PLAINTIFF LORI ARELLANO

Dated: _____

Lori Arellano

PLAINTIFF RAMON BELTRAN

Dated: _____

Ramon Beltran

**DEFENDANT USA WASTE OF CALIFORNIA,
INC.**

Dated: _____

By: _____

NAME: _____

TITLE: _____

To Defendant:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101

AGREED.

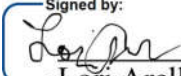
PLAINTIFF JOSE DE LA TORRE

Dated: _____

Jose de la Torre

PLAINTIFF LORI ARELLANO

Dated: 2/25/2025 _____

Signed by:


Lori Arellano
24333738

PLAINTIFF RAMON BELTRAN

Dated: 3/2/2025 _____



ID uLWwAZADuzZeqbg6CYsjMS9A
Ramon Beltran

**DEFENDANT USA WASTE OF CALIFORNIA,
INC.**

Dated: _____

By: _____
NAME: _____
TITLE: _____

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To Defendant:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101

AGREED.

PLAINTIFF JOSE DE LA TORRE

Dated: _____

Jose de la Torre

PLAINTIFF LORI ARELLANO

Dated: _____

Lori Arellano

PLAINTIFF RAMON BELTRAN

Dated: _____

Ramon Beltran

**DEFENDANT USA WASTE OF CALIFORNIA,
INC.**

Dated: 2/26/2025

By: 
NAME: Michael Hammer
TITLE: President-Southern California Area

1 **APPROVED AS TO FORM:**

2
3 Dated: 2/27/2025


James Hawkins
Greg Mauro
Michael Calvo
James Hawkins APLC
Attorneys for Plaintiff Jose de la Torre

4
5
6
7
8 Dated:

Larry W. Lee
Diversity Law Group, P.C.
Edward W. Choi
Law Offices of Choi & Associates, APLC
William L. Marder
Polaris Law Group
Dennis. S. Hyun
Hyun Legal, APC
Attorneys for Plaintiff Lori Arellano

9
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14
15 Dated:

Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Setareh Law Group
Attorneys for Plaintiff Ramon Beltran

16
17
18
19
20 Dated: 2/27/25


David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant USA Waste of
California, Inc.

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22
23
24 4887-0078-1212.1 / 046554-1399

1 **APPROVED AS TO FORM:**

2
3 Dated: _____

James Hawkins
Greg Mauro
Michael Calvo
James Hawkins APLC
Attorneys for Plaintiff Jose de la Torre

4
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6
7
8 Dated: February 26, 2025

Larry W. Lee
Diversity Law Group, P.C.
Edward W. Choi
Law Offices of Choi & Associates, APLC
William L. Marder
Polaris Law Group
Dennis. S. Hyun
Hyun Legal, APC
Attorneys for Plaintiff Lori Arellano

9
10
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12
13
14
15 Dated: March 3, 2025

Jose Maria D. Patino
Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Setareh Law Group
Attorneys for Plaintiff Ramon Beltran

16
17
18
19
20 Dated: _____

David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant USA Waste of
California, Inc.

21
22
23
24 4887-0078-1212.1 / 046554-1399

1 **APPROVED AS TO FORM:**

2

3 Dated: _____

4 _____
James Hawkins
Greg Mauro
Michael Calvo
James Hawkins APLC
Attorneys for Plaintiff Jose de la Torre

5

6

7

8 Dated: February 26, 2025

9 _____
Larry W. Lee
Diversity Law Group, P.C.
Edward W. Choi
Law Offices of Choi & Associates, APLC
William L. Marder
Polaris Law Group
Dennis. S. Hyun
Hyun Legal, APC
Attorneys for Plaintiff Lori Arellano

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15 Dated: _____

16 _____
Shaun Setareh
Jose Maria D. Patino, Jr.
Tyson Gibb
Setareh Law Group
Attorneys for Plaintiff Ramon Beltran

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18

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20 Dated: _____

21 _____
David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant USA Waste of
California, Inc.

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24 4887-0078-1212.1 / 046554-1399

EXHIBIT A

EXHIBIT A

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

LOS ANGELES COUNTY SUPERIOR COURT

De la Torre v. USA Waste of California, Inc., Los Angeles County Superior Court
Case No. 20STCV16032

TO: All individuals employed by USA Waste of California, Inc. in California in any non-exempt position from April 24, 2019, through December 25, 2023 (hereinafter the “Class” or “Class Member(s)”).

*THIS NOTICE CONTAINS IMPORTANT LEGAL INFORMATION THAT MAY AFFECT YOU
YOU ARE NOT BEING SUED*

The Los Angeles County Superior Court authorized this notice. This is not a solicitation from a lawyer.

- This notice contains important information about your legal rights as part of a class action settlement. Please read it fully and carefully.
- Jose de la Torre, Lori Arellano and Ramon Beltran (“Plaintiffs”) have sued USA Waste of California, Inc. (“Defendant”). Plaintiffs worked for Defendant. Their case is pending in the Los Angeles County Superior Court (Case No. 20STCV16032). Plaintiffs and Defendant are referred to herein collectively as the “Parties.”
- Plaintiffs’ allegations are brought on their own behalf and on behalf of individuals employed by USA Waste of California, Inc. in the state of California as hourly non-exempt employees at any time from April 24, 2019, to December 25, 2023 (the “Class Period”).
- Plaintiffs have asserted a variety of claims, described in more detail below, against Defendant that pertain to payment of wages and hours of work.
- Defendant contends that its policies and practices have complied with the law at all times.
- The Court has not decided whether Defendant did anything wrong.
- Plaintiffs and Defendant also disagree as to the amounts of money or other types of relief that should be awarded to the Class in the event that Plaintiffs prevail at trial.
- The Parties agree that there are significant risks on both sides of the case.
- The Parties agree that continued litigation would be expensive and would result in significant expenses in terms of attorney fees and costs, without necessarily benefitting the Class.

QUESTIONS? CALL

- To avoid the risks of litigation and to provide an immediate benefit to the Settlement Class, the Parties have agreed to settle the case (the “**Settlement**”).
- Under the Settlement, Defendant will pay a total of \$2,700,000.00, to be apportioned and paid among identified members of the Settlement Class, after deductions for Court-approved payment of settlement administration costs, penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), payment of Service Awards to Plaintiffs, litigation costs, attorneys’ fees, and subject to withholdings for employee taxes, deductions and contributions.

YOUR OPTIONS	
Do Nothing	You will receive a proportionate share of the Settlement if final approval is granted and will give up any right to bring any claims in the future that are part of the Settlement.
Opt Out of the Settlement	If you opt yourself out of the Settlement, you will not receive payment for the non-PAGA portion of the Settlement. You will still receive payment for the PAGA portion of the Settlement. You will retain the right to assert claims that are included in the Settlement, except for PAGA claims. By doing so, you will bear the risk that you may lose those claims. To opt out, you must timely write to the Settlement Administrator and follow the procedures described below.
Object to the Settlement	If you disagree with any aspect of the non-PAGA portion of the Settlement, you may assert your objections by timely writing to the Settlement Administrator and filing with the Court your objection according to the procedures described below. If you opt out, you may not object. If you object, you will still be bound by the Settlement, if approved by the Court.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and after appeals (if any) are resolved. Please be patient.

BASIC INFORMATION

QUESTIONS? CALL

1. Why did I get this notice package and why should I read this Notice?

The records of Defendant indicate that you are a member of the Class. If the Court approves the Settlement and you do not opt out, you will receive a payment and your legal rights may be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this notice.

2. What is this lawsuit about?

Plaintiffs have asserted the following claims against Defendant on behalf of the Class: (1) failure to pay for all hours worked, including, but not limited to, as the result of off-the-clock work, unlawful rounding of time, donning and doffing of uniforms and equipment and unlawful auto-deduction for meal periods, (2) failure to pay minimum wages, (3) failure to pay overtime and double time wages, (4) failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (5) failure to provide meal periods or pay meal period premiums at the regular rate of pay, (6) failure to provide rest periods or pay rest period premiums at the regular rate of pay, (7) failure to provide complete and accurate wage statements, including, but not limited to, failure to accurately list total hours worked and sick leave balances, (8) failure to timely pay wages during employment, (9) failure timely pay all wages owed to employees who quit or are terminated, (10) failure to reimburse for business expenses, including, but not limited to, tools and personal cell phone usage, (11) failure to maintain accurate time and payroll records, (10) unfair business practices, and (11) penalties pursuant to the Private Attorneys General Act (“PAGA”), based on the foregoing claims. These claims are referred to herein as the “Claims.”

Defendant denies that the Claims are valid, denies that the Court should permit Plaintiffs to bring the Claims on behalf of the Class, and contends that it complied with the law at all times.

3. What is a class action?

In a class action, one or more people called the Named Plaintiff sue on behalf of people who they allege have similar claims.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant on the Claims being settled. Plaintiffs think they could win a significant amount of wages, penalties, and interest on behalf of the Class if they were to obtain class certification and win at trial. On the other hand, Defendant denies all liability and believes that Plaintiffs would not have won anything in the case. Both sides have agreed to the Settlement for the claims discussed below. That way, the risks and costs of trial, for both sides, are eliminated, and the Class can be provided with an immediate benefit. Plaintiffs, Defendant, and their attorneys all believe that this Settlement is best for the Class and the Parties.

The Court has given its preliminary approval to this settlement as fair and reasonable to the Class and has appointed Plaintiffs to act as the Class Representatives, and for their attorneys to act as attorneys for the Class with regard to the Settlement (the “Class Counsel”). The Court has determined that these are adequate representatives for the Class.

5. How do I know if I am part of the settlement?

Everyone who fits the description below is a Class Member:

All individuals employed by USA Waste of California, Inc. in California in any non-exempt position from April 24, 2019, through December 25, 2023.

6. Are there exceptions to being included?

Yes. If you are a Class Member, you may opt out as stated in Section 13 below. If you do not opt out, you are a Class Member who will receive part of the Settlement if approved.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can call the Settlement Administrator at [Number] or write to the Settlement Administrator at [address]. This is the Settlement Administrator’s mailing address for all written communications described herein. You also may contact Class Counsel identified below for more information.

8. How much money is the Settlement for and how is it allocated?

Defendant has agreed to pay a total of \$2,700,000.00 to settle all Claims in this lawsuit. Class Members will be paid out of the Net Distribution Fund, which is the \$2,700,000.00 total settlement amount minus the following payments: (1) fees to the Settlement Administrator (estimated at \$35,000.00) for the costs of administering the Settlement; (2) the costs of litigation as approved by the Court in an amount not to exceed \$_____; (3) PAGA penalties of \$135,000.00, including a payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; (4) service awards to Plaintiffs not to exceed \$10,000.00 each for serving as the Class Representatives and assisting in prosecuting the case; (5) attorneys’ fees up to the amount approved by the Court, not to exceed 35% (\$945,000.00) of the total settlement amount.

The Net Distribution Fund will be allocated to Class Members based on their number of Workweeks worked during the Class Period. Any portion of the fees for settlement administration, litigation costs, attorneys’ fees, service award and/or PAGA penalties not approved by the Court shall be added to the Net Distribution Fund for distribution to Class Members who do not opt out of the Settlement (“Participating Class Members”).

Of the PAGA penalties, \$33,750.00 will be paid to PAGA Members, defined as: All individuals employed by USA Waste of California, Inc. in California in any non-exempt position from April

24, 2019, through December 25, 2023. That amount will be allocated to PAGA Members and distributed pro rata based on pay periods attributable to each PAGA Member.

9. How much will my payment be and what is the information used to calculate my share?

Based on Defendant's records, your workweeks worked, including any applicable enhancement, are as follows:

Class Period: [redacted] workweeks

PAGA Period: [redacted] pay periods

Based upon the calculations described above, it is currently estimated that your share of the Net Distribution Fund and PAGA penalties will be:

Class Claims: \$ [redacted]

PAGA Penalties: \$ [redacted]

Your total Individual Settlement Payment is estimated to be \$ [redacted]. This amount could change, depending on how many Class Members opt-out of the Settlement and/or rulings of the Court.

Of your Individual Settlement Payment 65% will be reported as "1099" miscellaneous income by the Settlement Administrator to federal and state tax authorities. 35% will be reported as "W-2" income subject to withholdings, deductions and contributions in relation to wage payments. The withholding rate for the W-2 income may not be the same as you have used but is a customary one used in class action settlements. For Class Members who opt-out of the non-PAGA portion of the Settlement, the entirety of the Individual Settlement Payments shall be allocated to penalties for which an IRS 1099 Form shall be issued. You are responsible for all employee tax liability in relation to payments to you under the Settlement. This Notice is not tax advice. Do not ask Class Counsel, or Defendant or its counsel for tax advice, as they will not provide it. They are not responsible for the tax advice. You should consult your own tax advisor.

If you disagree with the workweek or pay period calculations above, you must notify the Settlement Administrator by writing to them at the address in paragraph 7. You must sign your notification, and include your full name, address, telephone number, last four digits of your social security number, the reason(s) that you dispute the information, and all supporting documentation. Your notification must be postmarked no later than [60 days from mailing]. The Settlement Administrator will make a final decision.

10. How can I get a payment?

You do not need to do anything to receive a settlement payment from the Net Distribution Fund and for PAGA penalties. However, it is important that you immediately notify the Settlement Administrator if your mailing address is different from the address to which this Notice was sent.

11. When will I receive a payment?

QUESTIONS? CALL [redacted]

Payments will be distributed pursuant to a schedule established by the Settlement and by the Court. Presently, the expected date of payment is estimated to be [REDACTED]. This could change depending on factors influencing the Settlement Administrator's tasks, any objections to the Settlement, any appeals, and/or actions by the Court.

12. What am I giving up to get a payment?

Upon entry of final judgment, each member of the Class (except those who properly opt out) on behalf of each of them and each of their heirs, executors, administrators, and assigns, will release USA Waste of California, Inc. and its past, present, and future parents, subsidiaries, sister companies, and divisions, including, but not limited to, Waste Management, Inc., and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable (the "Released Parties") from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising from April 24, 2019, through December 25, 2023, and alleged in the operative Complaint, or which could have been alleged based on the facts pled in the operative Complaint, including claims relating to: (i) the alleged failure to pay for all hours worked, including, but not limited to, as the result of off-the-clock work, unlawful rounding of time, donning and doffing of uniforms and equipment and unlawful auto-deduction for meal periods, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime and double time wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, including, but not limited to, the failure to accurately list total hours worked and sick leave balances, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, including, but not limited to, tools and personal cell phone usage, (xi) the alleged failure to maintain accurate time and payroll records, and (xii) claims for interest and any other claims and penalties premised on the aforementioned allegations. This release of claims includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state law or common law, including, without limitations, as violations of the California Labor Code, the Wage Orders, applicable regulations, and any and all claims under the Fair Labor Standards Act related to the facts and Claims alleged in the operative Complaint.

PAGA Members further release the Released Parties from any and all PAGA claims arising from April 24, 2019, through December 25, 2023, and alleged in the operative Complaint and/or Plaintiffs' letters to the Labor and Workforce Development Agency ("LWDA"), or which could

have been alleged based on the facts pled in the operative Complaint and/or alleged in Plaintiffs' letters to the LWDA, including PAGA claims relating to: (i) the alleged failure to pay for all hours worked, including, but not limited to, as the result of off-the-clock work, unlawful rounding of time, donning and doffing of uniforms and equipment and unlawful auto-deduction for meal periods, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime and double time wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, including, but not limited to, the failure to accurately list total hours worked, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, including, but not limited to, tools and personal cell phone usage, (xi) the alleged failure to maintain accurate time and payroll records, and (xii) any other PAGA claims premised on the aforementioned allegations.

13. How do I opt out of the settlement?

To exclude yourself from the Settlement, you must send a signed letter by mail to the Class Administrator stating words to the effect: "I wish to be excluded from the Class." You must also include your name, mailing address, telephone number, and the last four digits of your social security number. Your exclusion request must be postmarked no later than [60 days from mailing] and sent to the Settlement Administrator at the address in paragraph ____.

If you exclude yourself, you will not receive any money from the Net Distribution Fund for the non-PAGA portion of the Settlement. You cannot object to the Settlement, and you will not be legally bound by the non-PAGA portion of the Settlement. Class Members do not have the right to opt-out from the PAGA portion of the Settlement. If you ask to be excluded from the Settlement, and you are a PAGA Member, you will continue to receive your PAGA portion of the Settlement and be bound by the released of PAGA claims described above.

14. If I don't exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit for the same non-PAGA claims that are being settled against the Released Parties, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it involves the same non-PAGA claims.

15. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you will not receive any money from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the non-PAGA portions of the Settlement if approved. Class Members do not have the right to opt-out from the PAGA portion of

the Settlement. If you ask to be excluded for the Settlement, and you are a PAGA Member, you will continue to receive your portion of the PAGA penalties and will be bound by the PAGA portions of the Settlement.

16. Who is my lawyer if I am included in the Class?

The Court has appointed as Class Counsel the following attorneys: James Hawkins, Greg Mauro and Michael Calvo of James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618, (949) 387-7200, James@jameshawkinsaplc.com, Greg@jameshawkinsaplc.com, Michael@jameshawkinsaplc.com; Larry W. Lee of Diversity Law Group, P.C., 515 S. Figueroa St., Suite 1250, Los Angeles, CA, 90071, (213) 488-6555, lwlee@diversitylaw.com; Edward W. Choi of Law Offices of Choi and Associates, APLC, 515 S. Figueroa St., Suite 1250, Los Angeles, CA, 90071, (213) 381-1515, edward.choi@choiandassociates.com; and Shuan Setareh, Jose Maria D. Patino, Jr. and Tyson Gibb of Setareh Law Group, 420 North Camden Drive, Beverly Hills, CA, 90210, (310) 888-7771, shaun@setarehlaw.com, jose@setarehlaw.com and tyson@setarehlaw.com. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about this Settlement, you may contact Class Counsel.

17. How do I object to the Settlement going forward?

If you do not like the Settlement, you may file an objection and provide reasons why the Court should not approve the Settlement. You can't ask the Court to order a different settlement because the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object to the non-PAGA portion of the Settlement, a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the **Response Deadline**. Any objection to the proposed settlement must be in writing and signed. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers should include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing.

The Parties will file all Notices of Objection with the Court in advance of the Final Approval Hearing.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service payments to Plaintiffs, and any and all other aspects of the Settlement. Likewise, even if you file an objection, you will

be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Settlement is not finally approved by the Court.

18. What Is the difference between objecting and opting out?

Objecting is simply saying that you do not like something about the non-PAGA portion of the Settlement and do not want it approved. Opting out is saying that you do not want to be part of the Class and do not want to participate in the Settlement. If you opt out, you have no basis to object because the non-PAGA portions of the case no longer affects you.

19. When and where will the Court decide whether to approve the settlement

The Court will hold a Final Approval Hearing at _____ on _____, [insert court information]. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval to the Settlement.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK TO WEBSITE PROVIDED BY ADMINISTRATOR] to confirm that the date has not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. You are welcome to come at your own expense. If you properly submit an objection, you don't have to come to Court to talk about it. As long as you properly submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out.

22. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you will receive your share of the Net Settlement Fund and PAGA penalties, but you will be barred from pursuing the released claims described in paragraph 12.

23. No retaliation from Defendant if you are included in the Class or opt out to be excluded from Class

California law makes it unlawful to retaliate against an employee for participating in a lawsuit like this one.

24. Are there more details about the settlement?

This Notice is intended as a summary and does not fully describe this action, the claims, the defenses, or the proposed Settlement, which is subject to the terms and conditions of the Settlement Agreement filed with the Court and as preliminarily approved by the Court. For further information, you may call or contact the Settlement Administrator (see paragraph 7 for contact information) or Class Counsel (see paragraph 15 for contact information).

The Settlement Administrator also maintains a website at which some important documents in this case are available. The link to the website is [insert].

You may also obtain more information by accessing the Court docket in this case through the Los Angeles County Superior Court website or by visiting the Clerk's Office at 111 North Hill Street Los Angeles, CA, 90012, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR DEFENDANT OR THEIR COUNSEL WITH INQUIRIES.

Date: _____

This Notice has been approved by the Judge of the Los Angeles County Superior Court responsible for overseeing and deciding this case.