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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SACRAMENTO**

10 ALONZO SMITH, DAWN WILLIAMS, and
11 ROMERO REYES, as individuals and on behalf
of all others similarly situated, and as private
attorneys general,

12 Plaintiffs,

13 vs.

14 CLEAN HARBORS ENVIRONMENTAL
15 SERVICES, INC., a Massachusetts corporation;
and DOES 1 through 50, inclusive,

16 Defendants.

Case No. 34-2021-00292526

[Hon. Lauri A. Damrell, Department 28]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: March 10, 2023
Time: 9:00 a.m.
Department: 28

Complaint Filed: January 14, 2021

FILED/ENDORSED

MAR 10 2023

By:

V. Aleman

Deputy Clerk

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1 On or about February 15, 2023, Plaintiffs Alonzo Smith, Dawn Williams, and Romero Reyes
2 filed a motion for an Order Granting Final Approval of Class Action Settlement, and on March 10, 2023,
3 a hearing was held on this matter.

4 The Court has considered the papers and evidence, including the Joint Stipulation of Class and
5 Representative Action Settlement Agreement (“Agreement”), the arguments of counsel, and all other
6 matters presented to the Court regarding final approval of the settlement, approval of requested
7 allocations from the settlement fund, and entry of final judgment.

8 **I. Background**

9 On July 28, 2020, Plaintiff Alonzo Smith filed this class action against Defendant, Clean Harbors
10 Environmental Services, Inc. Meanwhile, Plaintiff Dawn Williams had separately filed a class and Labor
11 Code Private Attorneys General Act of 2004 (“PAGA”) against Defendant, and Plaintiff Romero Reyes
12 subsequently also filed a class and PAGA action against Defendant. In the operative Second Amended
13 Complaint, Plaintiffs Smith, Williams, and Reyes collectively allege 12 causes of action for (i) unfair
14 competition, (ii) unpaid overtime, (iii) unpaid minimum wages, (iv) unpaid prevailing wages, (v) unpaid
15 reporting time pay, (vi) meal period violations, (vii) rest period violations, (viii) wage statement
16 violations, (ix) unreimbursed business expenses, (x) untimely payment of wages, (xi) failure to produce
17 employment records, and (xii) penalties under PAGA.

18 **A. Class Members**

19 The Class is defined to include: all current and former non-exempt employees of Defendant in
20 the State of California from April 6, 2017 to February 2, 2022 (the “Class Period”).

21 **B. Operation of the Settlement**

22 Pursuant to the Court’s Preliminary Approval Order, the Court conditionally certified the Class
23 and granted preliminary approval to the settlement. The Preliminary Approval Order also approved of
24 the proposed form of notice to the Class. The Court entered the Preliminary Approval Order after review
25 and consideration of all of the pleadings filed in connection herewith, and the oral presentations made by
26 counsel at the November 4, 2022 preliminary approval hearing. Pursuant to the Court’s order granting
27 preliminary approval, the Notice of Proposed Class Action Settlement (“Class Notice”) was sent to all
28 Class Members via first class mail. The notice process was timely completed.

1 This Court finds that the Agreement appears to be the product of serious, informed, non-
2 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
3 to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to
4 California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair,
5 adequate, and reasonable and that Plaintiffs have satisfied the standards for final approval of a class
6 action settlement under California law. Under the provisions of California Code of Civil Procedure
7 section 382 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v.*
8 *Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

9 [Q]uestions of law or fact common to the members of the class predominate over any questions
10 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy ...

11 FED. R. CIV. PROC. 23.

12 Certification of a settlement class is the appropriate judicial device under these circumstances.

13 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

14 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
15 Agreement.

16 2. The Court has jurisdiction over the subject matter of the litigation, the Class
17 Representative, Participating Class Members, and Defendant.

18 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
19 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
20 practicable under the circumstances to all Class Members, and fully met the requirements of California
21 law and due process under the State and Federal Constitutions.

22 4. The Court approves the settlement of the above-captioned action, as set forth in the
23 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
24 to perform in accordance with the terms set forth in the Agreement.

25 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
26 and attorneys' fees.

1 6. The Court hereby certifies the following Class for settlement purposes only: all current
2 and former non-exempt employees of Defendant in the State of California from April 6, 2017 to
3 February 2, 2022.

4 7. With respect to the Class and for purposes of approving the settlement only and for no
5 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
6 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
7 the Class, and there is a well-defined community of interest among members of the Class with respect to
8 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
9 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
10 protected the interests of the members of the Class; (e) a class action is superior to other available
11 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
12 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and
13 representative capacities and for the Class.

14 8. Within 30 days after the grant of Final Approval of the settlement, Defendant shall
15 deposit the Gross Settlement Amount of \$3,000,000.00 and the amount necessary to pay Defendant's
16 share of any payroll taxes with the Administrator, pursuant to the terms of the Agreement.

17 9. From the Gross Settlement Amount, the Administrator shall pay:

- 18 1. to Class Counsel attorneys' fees in the amount of \$1,000,000.00 and
19 reimbursement of costs in the amount of \$15,781.89;
- 20 2. to each Class Representative for their unique services to the Class, and as
21 consideration for the execution of general releases, the amount of \$10,000.00 per
22 Class Representative;
- 23 3. to the California Labor and Workforce Development Agency the amount of
24 \$75,000.00 for its 75% share of PAGA Penalties; and
- 25 4. to Phoenix Settlement Administrators the amount of \$15,795.00 for its fees and
26 costs in administering the settlement.

27 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
28 to make such payments in accordance with the terms of the Agreement.

1 11. The Court approves the Individual PAGA Payment amounts and Individual Class
2 Settlement Payment amounts, which shall be distributed by the Administrator pursuant to the terms of
3 the Agreement, after payment of those amounts set forth in Paragraph 9.

4 12. The Court hereby orders the parties to implement the terms of the Agreement, including
5 distributing any uncashed settlement checks to the State Unclaimed Property Fund in the name of the
6 recipient.

7 13. All Class Members who did not opt out of the Settlement shall be bound by the releases
8 provided in the Agreement. All PAGA Members shall be bound by the PAGA releases provided in the
9 Agreement. The Class Representatives shall be bound by the additional general releases provided in the
10 Agreement.

11 14. The Court hereby enters final judgment in this case in accordance with the terms of the
12 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement
13 or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the
14 Parties, including all Participating Class Members, for purposes of enforcing and interpreting this Order
15 and the Settlement.

16 15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the
17 filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or
18 other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
19 judgment are an admission of any liability or finding of any violation of the Labor Code.

20 **IT IS SO ORDERED AND ADJUDGED.**

21 DATED: March 10, 2023


THE HONORABLE LAURI A. DAMRELL

LAURI A. DAMRELL