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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.
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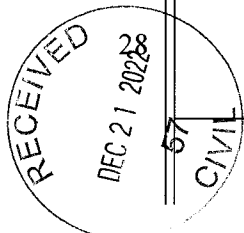
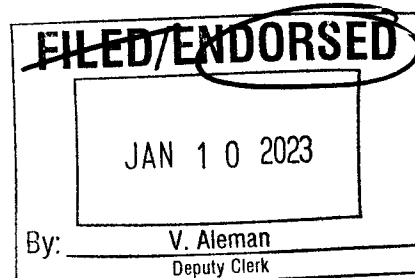
Case No. 34-2021-00292526

[Hon. Lauri A. Damrell, Department 28]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: November 4, 2022
Time: 9:00 a.m.
Department: 28

Complaint Filed: January 14, 2021



BY FAX

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17 Attorneys for Plaintiff Reyes

1 Plaintiffs' motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on October 13, 2022, and a hearing was held before this Court on November 4,
3 2022.

4 **I. RECITALS**

5 1. On August 17, 2020, Plaintiff, Dawn Williams, filed a class action complaint against
6 Defendant, Clean Harbors Environmental Services, Inc. Meanwhile, on January 14, 2021, Plaintiff,
7 Alonzo Smith, initiated this class action against Defendant. Finally, on September 23, 2021, Plaintiff,
8 Romero Reyes, also filed a separate class action complaint against Defendant.

9 2. On a classwide basis and as proxies for the State of California pursuant to the Labor Code
10 Private Attorneys General Act of 2004 ("PAGA"), Plaintiffs seek to remedy Defendant's alleged failure
11 to pay wages, including minimum wages, overtime wages, prevailing wages, and reporting time pay;
12 failure to provide compliant meal and rest breaks and pay related premiums; failure to timely pay either
13 earned wages during employment or final wages upon the separation of employment; failure to provide
14 accurate wage statements; failure to reimburse expenses; failure to provide suitable seating; failure to
15 keep time and pay records or produce requested employment records; and resulting violations of the
16 Unfair Competition Law.

17 3. On February 2, 2022, Plaintiffs Williams, Smith, and Reyes and Defendant attended
18 mediation with Louis Marlin. Though the Parties were not able to resolve their matters at mediation, the
19 Parties ultimately were able to negotiate a global resolution as set forth in the Joint Stipulation of Class
20 and Representative Action Settlement Agreement (the "Agreement").

21 4. Pursuant to the settlement, on July 28, 2022, Plaintiff Smith filed a Second Amended
22 Class Action Complaint adding Plaintiff Williams and Plaintiff Reyes and the allegations each Plaintiff
23 alleged in their various matters.

24 **II. FINDINGS**

25 5. The Court conditionally certifies the following Class: all current and former non-exempt
26 employees of Defendant in the State of California from April 6, 2017 to February 2, 2022.

27 6. The Court hereby approves the terms and conditions provided for in the Agreement. The
28 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a

1 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
2 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
3 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
4 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
5 also appears that investigation, research, and proceedings have been conducted so that counsel for the
6 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
7 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
8 would be presented by the further prosecution of the action. It also appears that settlement has been
9 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

10 **III. ORDERS**

11 After considering the papers and evidence, arguments of counsel, and all other matters presented
12 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

13 7. The Court grants preliminary approval of the Joint Stipulation of Class and
14 Representative Action Settlement Agreement submitted by the Parties. The Agreement appears to be
15 fair, adequate, and reasonable to the Class.

16 8. The Court appoints and designates: (a) Plaintiffs Alonzo Smith, Dawn Williams, and
17 Romero Reyes as Class Representative, and (b) Larry W. Lee and Simon L. Yang of Diversity Law
18 Group, P.C.; Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP; and Joseph Lavi of Lavi & Ebrahimian, LLP as Class Counsel.
20 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by,
21 or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize
22 the Agreement and its terms. Any Class Member may enter an appearance through his or her own
23 counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or
24 appear on his or her own behalf will be represented by Class Counsel.

25 9. A final fairness hearing on the question of whether the proposed Agreement, the
26 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
27 Labor Workforce & Development Agency, the Settlement Administration Costs, and the Service Award
28

1 should be finally approved as fair, reasonable, and adequate as to the members of the Class is set for
2 March 10, 2023, at 9:00 a.m. in this Court.

3 10. The Court hereby approves, as to form and content, the Notice of Proposed Class Action
4 Settlement ("Class Notice"), which is attached as Exhibit A to this Order. The Court finds that
5 distribution of the Class Notice to Class Members substantially in the manner and form set forth in the
6 Agreement and this Order meets the requirements of due process and shall constitute due and sufficient
7 notice to all parties entitled thereto.

8 11. The Court appoints and designates Phoenix Settlement Administrators as the
9 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
10 Members using the procedures set forth in the Agreement.

11 12. Any Class Member may choose to opt out of and be excluded from the settlement as
12 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
13 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
14 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
15 signed by each such Class Member opting out and must otherwise comply with the requirements
16 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
17 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
18 Judgment.

19 13. Any Class Member may object to the Agreement or express his or her views regarding
20 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
21 issues to be heard and determined by the Court as provided in the Class Notice.

22 14. A Motion for Final Approval shall be filed by the Class Representatives no later than
23 sixteen (16) court days before the final fairness hearing.

24 15. The Court reserves the right to adjourn or continue the date of the final fairness hearing
25 and all dates provided for in the Agreement without further notice to the Class. The Court retains
26 jurisdiction to consider all further applications arising out of or connected with the Agreement.

1 16. Should final approval not be granted, the fact that the Parties were willing to stipulate to
2 certification of a class as part of the settlement shall have no bearing on the issue of whether a class
3 should be certified in a non-settlement context.

4 **IT IS SO ORDERED.**

5 DATED:

January 10, 2023
~~2022~~

LAURI A. DAMRELL

THE HONORABLE LAURI A. DAMRELL

LAURI A. DAMRELL

EXHIBIT A

Superior Court of California, County of Sacramento
*Alonzo Smith, Dawn Williams, and Romero Reyes v. Clean Harbors Environmental Services, Inc., County
of Sacramento Superior Court Case No. 34-2021-00292526,*

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

To: All current and former, non-exempt employees of Clean Harbors Environmental Services, Inc. ("Clean Harbors") in the State of California from April 6, 2017 to February 2, 2022 (the "Class Members"); and

All current and former non-exempt employees of Clean Harbors Environmental Services, Inc. ("Clean Harbors") in the State of California from July 28, 2019 to February 2, 2022 (the "PAGA Members").

A putative class action and representative action under the California Private Attorneys General Act of 2004 ("PAGA"), which was brought on behalf of the Class and PAGA Members (defined above) and against Clean Harbors (the "Defendant"), has been proposed to be settled for \$3,000,000. The Court has preliminarily approved the proposed Settlement. As explained in this Notice, if the Court grants final approval of this Class and PAGA Settlement, then you may receive payments under this Settlement. You are receiving this Notice because based on Defendant's records, you are a Class Member and/or a PAGA Member.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your share of the money from the Class and PAGA settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will release certain claims. [<i>You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.</i>]
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you ask to be excluded from the class portion of the settlement, then you will not be eligible to receive any share of the class settlement money. But if you exclude yourself, you keep any rights as an individual to sue Defendant separately about the same legal claims that are being settled here. You may exclude yourself from the settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement money and be bound by the release of PAGA claims.

OBJECT	If you think the settlement is unfair, you can object to the Settlement by sending your written objection to the Settlement Administrator and, if you wish, appear at the Final Approval Hearing. If you submit a Request for Exclusion from the Settlement, you cannot also object to it. The deadline to submit an objection is [45 calendar days from date of mailing].
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Your rights and options – and the deadlines to exercise them – are explained in this Notice. Defendant supports the settlement and will not retaliate against any class member who remains in the class and receives a settlement payment.

BASIC INFORMATION

1. Why was this notice issued

A Court authorized this Notice because you have a right to know about a proposed Settlement of a Class and representative PAGA action lawsuit, and about all of your options, before the Court decides whether to provide its final approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, the payments that are available, who is eligible to receive them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Sacramento, and the case is known as *Alonzo Smith, Dawn Williams, and Romero Reyes v. Clean Harbors Environmental Services, Inc.*, County of Sacramento Superior Court Case No. 34-2021-00292526 (the “Action” or the “Lawsuit”).

2. What is the Lawsuit about?

Plaintiffs’ Lawsuit alleges that Clean Harbors had violated California’s wage and hour laws by allegedly failing to pay for all time worked, failing to provide compliant meal and rest breaks, failing to reimburse business expenses, failing to provide accurate wage statements, and related and derivative claims. Defendant denies all of the claims in the Lawsuit. However, Defendant has agreed to settle the Lawsuit to avoid continued litigation. The Settlement is not an admission of any wrongdoing by Defendant or an indication that any law was violated.

3. What is a class action?

In a class action lawsuit, one or more people called Class Representatives (in this case, Alonzo Smith, Dawn Williams, and Romero Reyes) sue on behalf of others who may have similar claims, who are called a class or class members.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs, nor did the Court decide in favor of Defendants. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of further litigation including a trial, and the people affected will get compensation from the Settlement.

5. Who are the Parties in these Lawsuits?

Plaintiffs Alonzo Smith and Dawn Williams are former employees of Clean Harbors. Plaintiff Romero Reyes is a current employee of Clean Harbors. The Defendant is Clean Harbors Environmental Services, Inc.

6. **Who are the Attorneys representing the Plaintiffs and the Class?**

Larry W. Lee Simon L. Yang Diversity Law Group, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Tel.: (213) 488-6555 Fax: (213) 488-6554 E-Mail:lwlee@diversitylaw.com; sly@diversitylaw.com	Norman B. Blumenthal Kyle R. Nordrehaug Blumenthal Nordrehaug Bhowmik Blouw LLP 2255 Calle Clara La Jolla, CA 92037 Tel.: (858) 551-1223 Fax: (858) 551-1232 E-Mail:norm@bamlawca.com; kyle@bamlawca.com	Joseph Lavi Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com
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You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

THE TERMS OF THE SETTLEMENT

7. **What is the Settlement Amount?**

The proposed Settlement provides for a maximum payment of \$3,000,000 to fully and finally resolve all claims in the Lawsuit (referred to as the "Total Settlement Amount"). Class Counsel will apply to the Court for attorneys' fees of up to \$1,000,000 (33% of the Total Settlement Amount); litigation costs estimated at \$50,000; a "Class Representative Service Payment" of up to \$10,000 for each of the three Plaintiffs (total of \$30,000) for their work and effort in prosecuting this case, risks taken for the payment of costs in the event of loss, and in exchange for their general release of all claims; settlement administration expenses to Phoenix Settlement Administrators, estimated at \$17,500; and a "PAGA Civil Penalty Payment" to the California Labor Workforce and Development Agency ("LWDA") and PAGA Members in settlement of claims for penalties under PAGA in the total amount of \$100,000. The exact amount of the attorneys' fees, litigation costs, Class Representative service payments, the settlement administration expenses, and the PAGA Civil Penalty Payment will be determined by the Court at the Final Approval hearing if the Settlement is approved.

Following the Court-approved deductions, the remaining portion of the Settlement, the Net Settlement Amount ("NSA") for the Class Members is estimated to be \$1,802,500. The NSA will be apportioned and paid out entirely, automatically, as "Individual Settlement Payments" to all "Participating Class Members," who are the Settlement Class Members who do not ask to be excluded from the Class Action Settlement. No portion of the Total Settlement Amount will revert to Defendants under any circumstances

8. **How will the Individual Settlement Payments be calculated and how much will my award be?**

Participating Class Members will receive a pro-rata share of the NSA based on the number of weeks they worked for Defendant during the time period of April 6, 2017 to February 2, 2022 (the "Class Settlement Period").

Here's how it works – the NSA will be entirely distributed to the Participating Class Members. The NSA allocated to each individual Participating Class Member will be based on the individual's total number of weeks worked during the Class Settlement Period, in relation to the total number of weeks worked by all Settlement Class Members. Weeks will be calculated according to Defendant's records.

Based on Defendant's records, you worked _____ work weeks during the Class Settlement Period and your estimated Individual Settlement Payment is \$_____, before applicable tax withholdings, although the actual amount that is paid may be lower or higher than the amount estimated, as the final calculations will be completed after the Court grants final approval of the Settlement. If you wish to dispute your number of workweeks during the Class Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Defendant for a different number of weeks during the Class Settlement Period.

Individual Settlement Payments shall be subject to applicable withholding taxes on that portion of the payment allocated to wages. Individual Settlement Payments will be allocated 20% to wages for which an IRS W-2 form will be issued, and 80% to penalties and interest for which an IRS 1099 form will be issued as required. You will be responsible for the tax consequences of your Individual Settlement Payments, for filing your own returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual Settlement Payment you could receive under the Settlement.

9. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate \$100,000.00 of the Total Settlement Amount as penalties recoverable under the PAGA. 75% of this amount, or \$75,000.00, will be paid to the LWDA, as required by law. The remaining 25% of this amount, or \$25,000.00, will be distributed to the PAGA Members as "Individual PAGA Payments." The Individual PAGA Payments are paid in addition to any Individual Settlement Payments (the Individual Settlement Payment and the Individual PAGA Payments are the "Settlement Payment"). 100% of the PAGA Payment will be treated as penalties and interest. You should consult with a tax advisor concerning the tax consequences of the Individual PAGA Payment you could receive under the Settlement.

Not all Class Members are PAGA Members entitled to an Individual PAGA Payment. You are only a PAGA Member if you worked for Defendants during the period July 28, 2019 through February 2, 2022 (the "PAGA Period"). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked during the PAGA Period. Based on Defendant's records, your total pay periods during the PAGA Period is _____. Based on that number, your anticipated approximate Individual PAGA Payment is \$_____. If you wish to dispute your number of pay periods during the PAGA Settlement Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. Please provide any proof you may have that you were employed by Defendants for a different number of pay periods during the PAGA Settlement Period.

HOW TO GET PAYMENT

10. How can I get my Settlement Payment?

If the Settlement is approved, you do not need to do anything to receive a Settlement Payment. If the Court approves the Settlement at a final approval hearing, your Settlement Payment will be mailed to the address on file with the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator**

informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you if the Court approves the settlement.

11. When can I expect to receive my Settlement Payment?

If the Court approves the Settlement, and there are no pending objections, your share of the Settlement will be paid approximately 90 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed to the address on file for you.*** Again, if this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail or by calling the Settlement Administrator at 800-_____.

12. What am I giving up to get a Settlement Payment?

Participating Class Members will be giving up or “releasing” the claims described below:

Release of Class Claims: After the Court grants final approval of the Settlement, each Participating Settlement Class Member will be bound by the approval and judgment and thereby releases Defendant Clean Harbors Environmental Services, Inc. and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns (the “Released Parties”) from all claims and causes of action, arising during the Class Period, that were or could have been alleged based on the allegations in the original and amended complaints in the Action, including: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay; (c) all claims for the failure to pay prevailing wage rates; (d) all claims for failure to provide reporting time pay; (e) all claims for failure to pay the regular rate of pay, including for meal and rest break premiums; (f) all claims for failure to produce requested employment records; (g) all claims for failure to provide compliant meal periods and pay related premiums at the regular rate; (h) all claims for failure to provide compliant rest periods and pay related premiums at the regular rate; (i) all claims for failure to reimburse business expenses; (j) all claims for failure to pay timely current wages; (k) all claims for failure to pay final wages; (l) all claims for failure to provide accurate wages statements; and (m) all claims for relief under California Business and Professions Code § 17200, et seq. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims. The period of the Released Class Claims will be the Class Settlement Period.

PAGA Members and the State of California will be giving up or “releasing” claims for civil penalties under PAGA:

Released Claims: After the Court grants final approval of the Settlement, then Plaintiffs, as representatives of the State of California and on behalf of the LWDA and the PAGA Members, will fully and finally release the Released Parties from all claims and causes of action, arising during the PAGA Period, that were or could have been alleged based on the allegations in the original and amended complaints in the Action, and in all of the PAGA Letters in the Action, that seek civil penalties and other relief under the PAGA, including: (a) claims for failure to pay minimum wages; (b) claims for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay; (c) claims for the failure to pay prevailing wage rates; (d) claims for failure to provide reporting time pay; (e) claims for failure to pay the regular rate of pay, including for meal and rest break premiums; (f) claims for failure to produce requested employment records; (g) claims for failure to provide compliant meal periods and pay related premiums at the regular rate; (h) claims for failure to provide compliant rest periods and pay related premiums at the regular rate; (i) claims for failure to reimburse business expenses; (j) claims for failure to pay timely current wages; (k) claims for failure to pay final wages; and (l) claims for failure to provide accurate wages statements. Regardless of

whether any Class Member opts out of the Class Settlement, they will still be bound by the PAGA Release if they are PAGA Members. The period of the PAGA Release is the PAGA Period.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

13. Can I exclude myself from the class settlement?

If you do not wish to participate in the class settlement for whatever reason, you can exclude yourself from the class settlement (that is, “opt out” of the Settlement). If you opt out, you keep your right to sue the Defendant for the same claims on an individual basis. However, you cannot opt out of the PAGA portion of the Settlement. To opt out and exclude yourself from the Class and this Settlement, you must provide a signed and dated letter to the Administrator requesting to be excluded from the Class. The letter must state in substance:

“I have read and understand the Notice of Settlement of Class and Representative Action and I wish to exclude myself from the Settlement described in the Notice.”

Your letter requesting to exclude yourself must include the case name, known as *Alonzo Smith, Dawn Williams, and Romero Reyes v. Clean Harbors Environmental Services, Inc.*, County of Sacramento Superior Court Case No. 34-2021-00292526 (the “Action” or the “Lawsuit”), your full name, current address and telephone number. It must be addressed to the Administrator at [address], postmarked on or before _____, 2022. [45 days from mailing of Notice] Requests for exclusion postmarked after this date may be disregarded.

14. If I don’t exclude myself from the class settlement, can I sue Defendant for the same thing later?

No. Unless you exclude yourself from the class settlement, you give up any right to sue Defendant for the claims that this Settlement resolves. *If you have a separate arbitration or lawsuit already against the Defendant, you should speak to your lawyer in that case immediately.* You may need to exclude yourself from this Class and this case by the above deadline in order to continue your separate arbitration or lawsuit.

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

No, not from the Class Settlement. If you request to be excluded from the Settlement, you will not receive an Individual Settlement Payment. You also will not be able to object to the Settlement as explained below. Your Individual Settlement Payment will be redistributed to the Participating Class Members.

However, if you are a PAGA Member, you will still receive an Individual PAGA Payment regardless of whether you exclude yourself from the class settlement.

No portion of the Total Settlement Amount will go back to the Defendant as a result of any person opting out of the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I don’t like the Settlement?

If you don’t think the Settlement is fair, and you don’t request to be excluded from the class settlement, you can object to the Settlement and tell the Court that you don’t agree with the Settlement or some part of it before the Court decides whether to grant final approval of the Settlement.

To object in writing, you must submit a timely written objection to the Administrator. Your objection must state that you object to the proposed Settlement of this case entitled *Alonzo Smith, Dawn Williams, and Romero Reyes v. Clean Harbors Environmental Services, Inc.*, County of Sacramento Superior Court Case No. 34-2021-00292526 (the "Action" or the "Lawsuit"). Be sure to include your name, address, telephone number, and signature, and the specific reasons you object to the Settlement. You must mail your written objection to the Administrator at [address], postmarked on or before _____, 2022. [45 days from mailing of Notice Packet] Requests for exclusion postmarked after this date may be disregarded.

If you have questions regarding this Settlement, you should contact attorneys for the Plaintiffs and the Class (see Paragraph 6 above) or the Settlement Administrator. Please **DO NOT** contact attorneys for the Defendant or any of the Defendant's managers and supervisors, or owners.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Approval hearing in Department __ of the Superior Court of California, County of Sacramento located at the _____ on _____, 2022, at ____ a.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives' Enhancement Awards, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection and indicated an intention to speak at the Final Approval Hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions from the Judge. But you are welcome to come at your own expense to support or object to the settlement. If you send your timely written objection to the Settlement Administrator, you don't have to come to Court to object but you can if you wish to. As long as you mailed your written objection on time, the Court will consider it. You may also hire and if required pay your own lawyer to attend if you prefer that option.

19. May I speak at the hearing?

You may appear at the Final Approval Hearing and ask the Court for permission to speak, however, to be sure that any objection will be considered by the Court, you should submit a timely written objection, or a notice of intent to appear at the hearing. To do so, please timely submit the objection or notice of intent to appear to the Settlement Administrator no later than [45 days after mailing of postcard.] Any notice of intent to appear should include a description of any arguments you intend to make.

GETTING MORE INFORMATION

20. Who may I contact if I have questions about the settlement?

This Notice is only a summary of the Lawsuit and proposed Settlement. For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of California, County of Sacramento, located at the _____, during regular Court hours. You may also contact Class Counsel

if you need more information or have questions. You may also contact the Settlement Administrator by calling toll free 1-_____, or you can write to Settlement Administrator, at _____ **[insert address]**.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OWNERS OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Settlement Payment will be sent if the Settlement is approved.

B. **Settlement Payment checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Settlement Class Member and/or PAGA Member who did not cash his or her Settlement Payment check. If your Settlement Payment check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On December 21, 2022, I served the following document(s) described as:
[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on the interested parties in this action as follows:

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7 X BY ELECTRONIC MAIL: by personally sending a true and correct copy
8 of the above-described document(s) to the party(ies) listed above or on the attached mailing list
9 from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s)
10 indicated above or on the attached mailing list. I certify that said electronic transmission was
11 completed and that all pages were received by the party(ies) identified herein or on the attached
12 mailing list.

13 I declare under penalty of perjury under the laws of the State of California that the
14 above is true and correct. Executed on December 21, 2022, at Los Angeles, California.

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17 Olympia Pena
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