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Attorneys for Plaintiff David Angeles, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

DAVID ANGELES, on behalf of himself
and on behalf of all similarly situated
individuals,

Plaintiff,

v.

WASTE RESOURCES, INC., a California
corporation, WASTE RESOURCES
TECHNOLOGIES, INC., a California
corporation, KOSTI SHIRVANIAN, an
individual, LINDA SHIRVANIAN, an
individual, and DOES 1 through 10,
inclusive,

Defendants.

CASE No. 20STCV45250

*Assigned for All Purposes to Hon. Holly J. Fujie,
Dept. 56*

UNLIMITED JURISDICTION

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS PURSUANT TO
PRIVATE ATTORNEYS’ GENERAL ACT
(LABOR CODE §§ 2698 *ET. SEQ.*) AND
ENTERING JUDGMENT**

Complaint Filed: November 25, 2020

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff David Angeles in this action. I have
4 personal knowledge of the facts set forth herein and if called as a witness to testify to them, could
5 and would do so competently.

6 2. My firm has represented employees in complex employment matters such as this
7 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
8 Court-approved class counsel in dozens of class action matters since my admission to the Bar. A
9 true and correct list of the cases in which our law firm has represented employees in wage and hour
10 matters been appointed as class counsel is attached hereto as Exhibit "C".

11 3. On November 25, 2020, Plaintiff David Angeles ("Plaintiff") filed this Action in the
12 Superior Court of California, County of Los Angeles. As amended on November 7, 2020, it asserts
13 a claim pursuant to Labor Code §§ 2698 *et. seq.* Attached hereto as Exhibit "A" is a true and correct
14 copy of Plaintiff's letter to the California Labor and Workforce Development Agency, which he
15 submitted before commencing the Action.

16 4. After commencing the Action, the parties thereafter conducted informal discovery
17 through which they ascertained the size of the aggrieved employee group and the number of pay
18 periods worked by them during the applicable statutory period to ascertain the total value of
19 Plaintiff's claims.

20 5. The parties thereafter engaged in arm's-length negotiations through private
21 mediation and reached a resolution of the PAGA claims asserted in the action. Based on discovery
22 completed, the maximum value of the penalty claims asserted for the time period reviewed, without
23 stacking multiple alleged violations, is approximately \$375,000 and the amount of the settlement
24 is \$162,000, or 43% of the maximum recoverable penalties (based on approximately 3,750 affected
25 pay periods worked by approximately 90 Aggrieved Employees at the rate of \$100 per employee
26 pay period). This is a stellar result which is by any measure fair and reasonable, thereby warranting
27 approval by the Court.

6. The parties have entered into a Settlement Agreement and Release of Claims Pursuant to the Private Attorneys' General Act (Labor Code §§ 2698 *et. seq.*) (the "Settlement Agreement") to resolve the PAGA claim on behalf of all alleged Aggrieved Employees, defined as all individuals who worked for Defendant Waste Resources, Inc. ("Defendant") in California, as hourly, non-exempt employees at any time between April 6, 2019 and the date of court approval of this Settlement (Gaines Decl. at ¶ 6; Exhibit "B" to Gaines Decl.) Attached hereto as Exhibit "B" is a true and correct copy of the Settlement Agreement and Release.

7. The Settlement Agreement provides that upon its effective date, all Aggrieved Employees, including Plaintiff, shall fully release and be forever barred from pursuing against Defendants, their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers, and their respective successors and predecessors in interest, direct or indirect parents, subsidiaries, or affiliates, and attorneys (“Released Parties”) any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or that could have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the Complaint during the Settlement Period. Aggrieved Employees will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 26th day of July 2021 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101

PHONE (818) 703-8985

July 31, 2020

CALABASAS, CALIFORNIA 91301

FAX (818) 703-8984

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Waste Resources, Inc.
23 Corporate Plaza, Suite 247
Newport Beach, CA 92660

Defendant mailed certified # 70171070000055472277

Agent for Service of Process
Julie Fujita
23 Corporate Plaza, Suite 247
Newport Beach, CA 92660

Agent mailed certified # 70171070000055472284

Waste Resources Technologies, Inc.
23 Corporate Plaza, Suite 247
Newport Beach, CA 92660

Defendant mailed certified # 70171070000055472307

Kosti Shirvanian
23 Corporate Plaza, Suite 247
Newport Beach, CA 92660

Defendant mailed certified # 70171070000055472291

Linda Shirvanian
23 Corporate Plaza, Suite 247
Newport Beach, CA 92660

Defendant mailed certified # 70171070000055472314

Re: ***Labor Code Violations of Waste Management, Inc., Waste Resources Technologies, Inc., Kosti Shirvanian, and Linda Shirvanian—Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents David Angeles, a current non-exempt California employee of Waste Resources, Inc. and Waste Resources Technologies, Inc. (herein collectively, the "Waste Resources Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client also intends to seek penalties under the Private Attorneys General Act from Kosti Shirvanian and Linda Shirvanian. As owners, directors, officers, and/or managing agents of the Waste Resources Defendants, who violated, or caused violations of, California wage and hour laws, Mr. Shirvanian and Ms. Shirvanian are personally liable for the violations alleged herein

Labor & Workforce Development Agency
Waste Resources, Inc.
Julie Fujita
Kosti Shirvanian
Linda Shirvanian
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pursuant to Labor Code section 558.1. Additionally, as owners, directors, officers, and/or managing agents of the Waste Resources Defendants, who directly and/or indirectly, or through an agent or some other person, engaged, suffered, and/or permitted our client to work and exercised control over our client's wages, hours, and working conditions, Mr. Shirvanian and Ms. Shirvanian are personally liable for the violations alleged herein pursuant to *Martinez v. Combs*, (2010) 49 Cal.4th 35. Together with the Waste Resources Defendants, Mr. Shirvanian and Ms. Shirvanian are referred to collectively as the "Defendants."

Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendants engages in with respect to our client and other of their non-exempt California employees ("Aggrieved Employees").

Our client alleges that Defendants fail to pay all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558 and 1194, when it rounds down or shaves off the hours reflected on our client's and Aggrieved Employees' time records to pay fewer hours than are actually worked. On a weekly basis, this rounding and/or shaving practice deprives our client and other Aggrieved Employees of significant hours worked and wages due. These failures to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510, 558 and 1194.

Our client alleges that Defendants fail to pay premium wages to him and other Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees are routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but are not paid premium wages of one hour's pay for each missed rest period. Defendants fail to schedule any rest periods and our client and other Aggrieved Employees were told they could only take them if there is down time during their shift, which frequently does not occur. If they are able to take a rest period, our client and other Aggrieved Employees are not provided with duty-free rest periods; they are limited as where they can go during their rest periods, and they are required to carry, be alert to, and respond to a two-way radio, resulting in on-duty rest periods, in violation of Code §§ 226.7, 558 and IWC Wage Order No. 4-2001.

Defendants fail to pay premium wages to our client and Aggrieved Employees who are denied proper meal periods, in violation of Labor Code §§ 226.7, 510, 512, 558 and 1194 and IWC Wage Order 4-2001. Our client and Aggrieved Employees are routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeds five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeds ten hours, but are not paid premium wages of one hour's pay for each missed first or second meal period. Defendants fail to schedule a time for our client and other Aggrieved Employees to take a proper meal period. They are told to take a meal period only if there is down time or to eat while working. If they were able to take a meal period, our client and other

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Aggrieved Employees are required to carry, be alert to, and respond to a two-way radio while on their meal period, resulting in an on-duty meal period. Our client and other Aggrieved Employees are either required to work through their meal periods and denied compensation for their time, or, their meal periods were on-duty and denied paid premium wages, resulting in violations of Labor Code §§ 226.7, 510, 512, 558 and 1194 and IWC Wage Order 4-2001.

Defendants adhered to an illegal policy of automatically deducting thirty minutes of time from our client's and other Aggrieved Employees' daily shifts for meal periods, in violation of Labor Code §§ 510, 558 and 1194. Our client and other Aggrieved Employees must be paid for all hours worked. Automatic deductions of time for meal periods – deducted whether or not meal periods were actually taken – violates California law. As discussed above, our client and other Aggrieved Employees are not always authorized to take a timely, 30-minute meal period for each shift they work. At times, they are too busy to take a meal period and were told to take them during any down time. When they are able to take a meal period, they are on-duty as Defendants required them to carry and respond to a two-way radio. Defendants' unlawful automatic deduction policy violated Labor Code §§ 510, 558 and 1194 and our client and other Aggrieved Employees are owed wages as a result.

Our client further alleges that Defendants fail to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees are not paid all wages due, as stated above. As such, the wage statements provided by Defendants fail to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendants failed to pay certain Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of certain Aggrieved Employees.

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendants or their attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

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Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

Sepideh Ardestani

By: _____
SEPIDEH ARDESTANI

cc: Joseph Tojarieh, Esq.

EXHIBIT B

DANIEL GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX KATOFISKY, ESQ. SBN 202754
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GAINES & GAINES, APLC
27200 Agoura Rd., Ste. 101
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JOSEPH TOJARIEH, ESQ. SBN 265492
jft@tojariehlaw.com
TOJARIEH LAW FIRM, PC
10250 Constellation Boulevard, Suite 100
Los Angeles, California 90067
Telephone: (310) 553-5533, ext. 1001
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Attorneys for Plaintiff David Angeles

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DAVID ANGELES, on behalf of himself and on
behalf of all similarly situated individuals,

Plaintiff,

v.

WASTE RESOURCES, INC., a California
corporation, WASTE RESOURCES
TECHNOLOGIES, INC., a California corporation,
KOSTI SHIRVANIAN, an individual, LINDA
SHIRVANIAN, an individual, and DOES 1 through
10, inclusive,

Defendants.

Case No.: 20STCV45250

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS PURSUANT
TO THE PRIVATE ATTORNEYS'
GENERAL ACT (LABOR CODE §§
2698 ET. SEQ.)**

1 This Settlement Agreement and Release of Claims Pursuant to the Private Attorneys' General
2 Act (Labor Code §§ 2698 et. seq.) (the "Settlement Agreement") is between Plaintiff David Angeles
3 ("Plaintiff"), on behalf of himself and other aggrieved employees, and Defendants Waste Resources,
4 Inc., a California corporation, and Waste Resource Technologies, Inc., a Delaware corporation
5 (together, "Defendants") (collectively, with Plaintiff, the "Parties"). By executing this Agreement, the
6 Parties intend to settle, fully and finally, the lawsuit entitled *David Angeles v. Waste Resources, Inc.*
7 *et. al*, Case No. 20STCV45250 (Los Angeles County Superior Court, filed November 25, 2020) (the
8 "Action") involving claims brought under the California Labor Code Private Attorneys General Act
9 of 2004 ("PAGA").

10 **I. DEFINITIONS**

11 1. "Administration Fees" refers to the amount to be paid to Simpluris, Inc. (or any other
12 third-party settlement administrator approved by the Parties ("Settlement Administrator") for costs
13 associated with administration of the settlement contemplated by this Agreement, including costs for,
14 among other things, printing, copying, formatting, translation of materials, postage, envelopes,
15 computer searches to locate addresses, calculation of payments to individual class members,
16 calculation of applicable withholdings and taxes (if required by law), costs associated with the process
17 for any uncashed settlement checks, and any other expenses the Settlement Administrator incurs to
18 complete the settlement process according to the terms of this Agreement. The Settlement
19 Administrator will be responsible for establishing a qualified settlement account, and issuing all
20 payments and appropriate tax forms (if required by law). The Parties agree that Administration Fees
21 will not exceed \$3,000, all of which are to be taken from the PAGA Gross Settlement Amount (as
22 defined below).

23 2. "Aggrieved Employees" consists of all individuals who worked for Defendant Waste
24 Resources, Inc. in California, as hourly, non-exempt employees at any time between April 6, 2019 and
25 the Effective Date.

26 3. "Attorneys' Fees and Costs" means the amount of money to be paid from the PAGA
27 Gross Settlement Amount (as defined below) to Gaines & Gaines, APLC and Tojarieh Law Firm, P.C.
28 ("Plaintiff's Counsel") in full satisfaction of all claims Plaintiff may have for reasonable attorneys'

1 fees, litigation costs, and expenses incurred in the Action. The amount of attorneys' fees awarded
2 to Plaintiff's Counsel may not exceed 40% of the PAGA Gross Settlement Amount, and the amount
3 of litigation costs and expenses (combined) may not exceed \$14,000. Defendants will not object to
4 or otherwise oppose requests consistent with this paragraph.

5 4. **"Effective Date"** shall be the date on which the Court approves this Agreement
6 through entry of the Order and Judgment (as defined below). No money will be distributed unless
7 and until the Effective Date occurs.

8 5. **"Individual Settlement Payments to Aggrieved Employees"** means the individual
9 payments that shall be made to each Aggrieved Employee under this Agreement, which in the
10 aggregate shall total 25% of the PAGA Net Settlement Amount (as defined below).

11 6. **"PAGA Gross Settlement Amount"** means One Hundred Sixty-Two Thousand
12 Dollars (\$162,000). This amount shall be used to satisfy all liabilities arising from this Agreement,
13 including Attorneys' Fees and Costs, Plaintiff's Enhancement Payment (as defined below),
14 Individual Settlement Payments to Aggrieved Employees, Administration Fees, and payment to the
15 Labor and Workforce Development Agency ("LWDA"). Defendants shall jointly and severally pay
16 the PAGA Gross Settlement Amount to fulfill all of its obligations under this settlement.

17 7. **"PAGA Net Settlement Amount"** means the amount, as approved by the Court, after
18 Attorneys' Fees and Costs, Plaintiff's Enhancement Payment, and Administration Fees are
19 subtracted from the PAGA Gross Settlement Amount.

20 8. **"Plaintiff's Enhancement Payment"** means the amount, if and as approved by the
21 Court, to be paid to Plaintiff in consideration for Plaintiff's efforts in the instant matter. Plaintiff's
22 Enhancement Payment shall be in addition to the amount payable to Plaintiff as one of the Individual
23 Settlement Payments to Aggrieved Employees. Plaintiff's Enhancement Payment shall not exceed
24 \$5,000. Plaintiff will receive an IRS Form 1099 from the Settlement Administrator and will be
25 solely responsible for reporting and paying all applicable federal, state and local tax. Defendants
26 will not object to or otherwise oppose a request consistent with this paragraph.

27 9. **"Settlement Period"** means April 6, 2019 through the Effective Date.
28

1 **II. RECITALS AND PROCEDURAL HISTORY**

2 10. **Allegations in the Operative Complaint.** On November 25, 2020, Plaintiff filed this
3 Action. As amended on November 7, 2020, Plaintiff alleges a single claim pursuant to Labor Code
4 §§ 2698 *et. seq.*

5 11. **Defendants' Denials.** Nothing in this Agreement shall constitute an admission on
6 behalf of Defendants of any form of liability or the accuracy of any allegation against it. Defendants
7 deny (1) all the material allegations in the Action; (2) that they violated any applicable laws; and
8 (3) that they are liable for damages, penalties, attorneys' fees, costs, or any other form of
9 compensation or remedy with respect to the claims asserted in the Action. Nevertheless, without
10 admitting any liability or wrongdoing, Defendants have agreed to settle the Action on the terms set
11 forth in this Agreement to avoid the burden, expense, and uncertainty of litigation. Any statements
12 by Defendants in this Agreement are made for settlement purposes only.

13 12. **Counsel's Investigation.** Plaintiff's Counsel has investigated the facts relating to the
14 claims alleged in the Action and also has analyzed all defenses. Plaintiff's Counsel also engaged in
15 informal discovery and obtained the production of relevant documentation and data from
16 Defendants prior to mediation on May 5, 2021, to allow Plaintiff's Counsel to further investigate
17 and evaluate the claims and defenses in this Action.

18 13. **Negotiation of Settlement.** Plaintiff's Counsel engaged in arms-length negotiations
19 with Defendants at a mediation on May 5, 2021, with experienced mediator Lisa Klerman, Esq. with
20 a view toward achieving substantial benefits for the Aggrieved Employees and the State of
21 California, while avoiding the cost, delay, and uncertainty of further litigation. The Parties accepted
22 Ms. Klerman's proposal to settle the matter as discussed below.

23 **III. TERMS OF THE AGREEMENT**

24 14. **Court Approval of the Settlement.** The Parties will present this Agreement to the
25 Court and will request that the Court issue an order and judgment approving and incorporating by
26 reference the terms and conditions of this Agreement (the "Order and Judgment") and disposing of
27 the Action in its entirety as to all parties and all claims (including a dismissal of the Action, with
28

1 prejudice, as to Defendants Kosti Shirvanian and Linda Shirvanian). Plaintiff's Counsel will be
2 responsible for drafting and filing all documents necessary to obtain the Order and Judgment.

3 **15. Delivery of the List of Aggrieved Employees.** As soon as practicable, but no later
4 than 15 calendar days after the Effective Date, Defendants will provide the Settlement Administrator
5 with a confidential list containing the Aggrieved Employees' names, last known addresses, last
6 known telephone numbers, and social security numbers, which will be used to send the Individual
7 Settlement Payments to Aggrieved Employees. Defendants will also provide the Settlement
8 Administrator with each Aggrieved Employee's date of employment inception and termination, as
9 well as Defendants' payroll frequency during the Settlement Period. Data provided by Defendants
10 shall be kept confidential by the Settlement Administrator except for purposes of administering the
11 settlement. The Settlement Administrator shall not share any personally-identifying Aggrieved
12 Employee data with Plaintiff's Counsel, but may disclose the number of Aggrieved Employees, the
13 date ranges of the pay periods worked by each Aggrieved Employee during the Settlement Period
14 (with names redacted), and their Individual Settlement Payments (with names redacted).

15 **16. Funding of the Settlement.** Within fifteen (15) calendar days after the Effective
16 Date, Defendants will deposit \$100,000 of the PAGA Gross Settlement Amount into a Qualified
17 Settlement Account ("QSA") to be established by the Settlement Administrator. No later than 270
18 days thereafter, Defendants will deposit the remaining \$62,000 of the PAGA Gross Settlement
19 Amount into the QSA.

20 **17. Settlement Payments.** Within 15 calendar days of the funding of the first installment
21 of the QSA, the Settlement Administrator will issue the following payments from the QSA in full:
22 (a) the Individual Settlement Payments to all Aggrieved Employees (including Plaintiff), and (b)
23 Plaintiff's Enhancement Payment, if any. Concurrently, it shall pay pro rata shares of the remaining
24 balance available in the QSA to (c) the LWDA for the LWDA PAGA Payment (as defined below),
25 (d) Plaintiff's Counsel for its Attorney's Fees and Costs, and (e) itself for Administration Fees,
26 proportionately based on their total share of the PAGA Gross Settlement Amount. Within 15
27 calendar days of the funding of the second installment of the QSA, the Settlement Administrator
28 will issue payments to the LWDA for the remaining balance of the LWDA PAGA Payment, to

1 Plaintiff's Counsel for the remaining balance of the Attorney's Fees and Costs, and to itself for the
2 remaining balance of the Administration Expenses. The Settlement Administrator, and not
3 Defendants, will issue appropriate tax forms for all payments issued under this Settlement, if and as
4 required by law as determined by the Settlement Administrator. Because the payments made under
5 this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees
6 and the individual claims for Plaintiff, this Agreement is not subject to the rules governing the
7 settlement of class or collective actions. Accordingly, the settlement payments shall be distributed
8 without a claims process or an opportunity to object or opt out.

9 **18. Calculation of Individual Settlement Payments to Aggrieved Employees.** The
10 PAGA Net Settlement Amount will be distributed as follows:

11 a. 75% of the PAGA Net Settlement Amount shall be paid to the LWDA (the
12 "LWDA PAGA Payment") from the first and second installment payments to be made hereunder;
13 and

14 b. The remaining 25% of the PAGA Net Settlement Amount (the "Aggrieved
15 Employee Settlement Amount") shall be distributed to all Aggrieved Employees from the first
16 installment payment to be made hereunder, with each Aggrieved Employee receiving an Individual
17 Settlement Payment based on the total number of pay periods each Aggrieved Employee worked
18 during the Settlement Period. The precise amount for the pay period value will be calculable once
19 the amount of the PAGA Net Settlement Amount is set based on the amount approved by the Court
20 with respect to Attorneys' Fees, Attorneys' Costs, Plaintiff's Enhancement Award and Settlement
21 Administration Costs. To establish the pay period value, the Settlement Administrator will first
22 determine the total number of pay periods worked by Aggrieved Employees during the Settlement
23 Period. Twenty-five percent (25%) of the PAGA Net Settlement Amount will then be divided by
24 the total number of pay periods worked by Aggrieved Employees during the Settlement Period to
25 determine the pay period value. The Individual Settlement Payment to each Aggrieved Employee
26 will be determined by multiplying the pay period value and the total number of pay periods each
27 Aggrieved Employee worked during the Settlement Period.

1 **19. Distribution of Individual Settlement Payments to Aggrieved Employees.**

2 Following receipt of the first installment payment, the Settlement Administrator will issue to each
3 Aggrieved Employee a check in the amount of his or her Individual Settlement Payment, along with
4 an explanatory letter in the form attached hereto as Exhibit A, within the time parameters set forth
5 in paragraph 17 above. Checks shall remain negotiable for 180 days. Any checks returned as non-
6 deliverable on or before the check cashing deadline will be sent promptly via regular First-Class
7 U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
8 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace,
9 or other search using the name, address, or Social Security number of the Aggrieved Employee, and
10 will then perform a single re-mailing. Funds contained in the settlement checks that are returned as
11 undeliverable and in settlement checks uncashed for more than 180 days after issuance will be
12 tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in the
13 name of the Aggrieved Employee. All settlement payments to Aggrieved Employees will be treated
14 as miscellaneous income for which a 1099 will be issued to the extent required by law.

15 **20. Attorneys' Fees and Costs.** As referenced above, Plaintiff's Counsel shall be paid,
16 and Defendants agree not to oppose, an award of (a) attorneys' fees in an amount up to 40% of the
17 PAGA Gross Settlement Amount, and (b) costs and expenses incurred in representing the interests
18 of the Aggrieved Employees up to \$14,000. These amounts shall be paid from the PAGA Gross
19 Settlement Amount. Defendants shall have no liability for any other attorneys' fees or costs. The
20 Settlement Administrator shall issue Plaintiff's Counsel the Attorneys' Fees and Costs within the
21 time parameters set forth in paragraph 17 above, together with a Form 1099. Plaintiff's Counsel
22 shall be responsible for instructing the Settlement Administrator as to how the Attorneys' Fees and
23 Costs shall be paid. Plaintiff's Counsel agrees that it is solely responsible for paying all applicable
24 taxes on any payment and agrees to indemnify and hold harmless Defendants from any claim or
25 liability for taxes, penalties, or interest arising as a result of any failure to pay taxes due on the
26 Attorneys' Fees and Costs.

27 **21. Escalator Clause.** Defendants represent that as of the date of this Settlement
28 Agreement, there are no more than 90 Aggrieved Employees who worked no more than 3,750

1 aggregate pay periods during the Settlement Period. If the actual number of Aggrieved Employees
2 or the actual number of workweeks worked by Aggrieved Employees during the Settlement Period
3 exceed the forgoing amounts by more than 15% (i.e. the number of Aggrieved Employees exceeds
4 104 or the number of workweeks worked by Aggrieved Employees during the Settlement Period
5 exceeds 4,313), the PAGA Gross Settlement Amount will be increased on a proportionate basis for
6 each pay period worked by an Aggrieved Employee in the Settlement Period in excess of 4,313.

7 **22. Release of PAGA Claims.** Upon the Effective Date, and subject to Defendants' full
8 payment of the PAGA Gross Settlement Amount to the QSA, all Aggrieved Employees, including
9 Plaintiff, shall fully release and be forever barred from pursuing against Defendants, their past or
10 present officers, directors, shareholders, employees, agents, principals, heirs, representatives,
11 accountants, auditors, consultants, insurers, and reinsurers, and their respective successors and
12 predecessors in interest, direct or indirect parents, subsidiaries, or affiliates, and attorneys
13 ("Released Parties") any and all claims for PAGA civil penalties under the California Labor Code,
14 Wage Orders, regulations, and/or other provisions of law alleged or that could have been alleged to
15 have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in
16 the Action during the Settlement Period. Aggrieved Employees will not be deemed to have released
17 any non-PAGA individual claims by virtue of this Agreement.

18 **23. No Credit Toward Benefit Plan.** Payments to Aggrieved Employees, including
19 Plaintiff, as referenced herein will not be utilized to calculate any additional benefits under any
20 benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-
21 sharing plans, bonus plans, 401(k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and
22 any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any
23 rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any
24 benefit plans.

25 **24. Circular 230 Disclaimer.** Each Party to this Settlement Agreement acknowledges
26 and agrees that (1) no provision of this Agreement, and no written communication or disclosure
27 between or among the Parties or their attorneys or other advisors, is or was intended to be, nor will
28 any such communication or disclosure constitute or be construed or be relied upon as, tax advice

1 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
2 amended); (2) each Party (a) has relied exclusively upon his or its own, independent legal and tax
3 counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into
4 this Agreement based upon the recommendation of any other Party or any attorney or advisor to any
5 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
6 advisor to any other Party to avoid any tax penalty that may be imposed on the Party; and (3) no
7 attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of
8 any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally
9 binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction,
10 including any transaction contemplated by this Agreement.

11 **25. No Prior Assignment.** Plaintiff represents and warrants that he has not assigned or
12 transferred any portion of any claims, demands, obligations, causes of action, rights, or liabilities
13 that, but for such assignment or transfer, would be released under this Agreement; nor has Plaintiff
14 purported to do so.

15 **26. Nullification of Settlement Agreement.** Unless otherwise noted herein, if (i) the
16 Court does not approve the settlement as provided or (ii) the settlement does not become final for
17 any other reason, then this Agreement, the Term Sheet, and any documents generated to bring it
18 into effect will be null and void, and the Parties will be returned to their original, respective
19 positions.

20 **27. No Publicity; Confidentiality.** Neither party (including the Parties' attorneys) shall
21 publicize this settlement, this Agreement, any terms of this Agreement (including, but not limited
22 to, the PAGA Gross Settlement Amount), or any information about the negotiations leading to the
23 execution of this Agreement. This includes, but not limited to, communications through any social
24 media, unless so ordered by the Court. Nothing herein limits or purports to limit Plaintiff's
25 Counsel's ability to submit this Settlement to the LWDA and the Court for the purpose of obtaining
26 approval of the Settlement and in compliance with the requirements of PAGA.

27 **28. Judgment and Continued Jurisdiction.** After entry of the Order and Judgment, the
28 Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and

1 enforcement of the terms of this Agreement; (ii) settlement administration matters; and (iii) such
2 post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement, as
3 permitted by Code of Civil Procedure section 664.6. and any other applicable law.

4 **29. Entire Agreement.** This Agreement constitutes the entirety of the Parties' settlement
5 terms with respect to the Action.

6 **30. Amendment or Modification.** This Agreement may be amended or modified only
7 by a written instrument, signed by both Parties, their successors-in-interest, or their counsel.

8 **31. Authorization to Enter into a Settlement Agreement.** Counsel for all Parties
9 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
10 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
11 pursuant to this Agreement. The Parties and their counsel will cooperate with each other and use
12 their best efforts to effect the implementation of the settlement.

13 **32. Binding on Successors and Assigns.** This Agreement will be binding upon, and
14 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

15 **33. Governing Law.** All terms of this Agreement shall be governed by, and interpreted
16 according to, the laws of the State of California.

17 **34. Execution and Counterparts.** This Agreement is subject only to the execution of all
18 Parties. However, the Agreement may be executed in one or more counterparts. All executed
19 counterparts and each of them, including fax and scanned copies of the signature page, will be
20 deemed to be one and the same instrument.

21 **35. Invalidity of any Provision.** Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement
24 Agreement valid and enforceable.

25 **36. Construction and Interpretation.** Headings and paragraph titles are inserted as a
26 matter of convenience and for reference, and in no way define, limit, extend or describe the scope
27 of this Agreement or any of its provisions. Each term of the Agreement is contractual.
28

1 37. **Waiver.** No waiver of any condition or covenant contained in this Agreement or
2 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
3 constitute a further waiver by such party of the same or any other condition, covenant, right or
4 remedy.

5 38. **Enforcement Action.** In the event that one or more of the Parties institutes any legal
6 action or other proceeding against any other Party or Parties to enforce the provisions of this
7 Agreement or to declare rights and/or obligations under this Agreement, the successful Party will
8 be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including
9 expert witness fees incurred in connection with any enforcement action.

10 39. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
12 against one party merely by virtue of the fact that it may have been prepared by counsel for one of
13 the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
14 all Parties have contributed to the preparation of this Agreement.

15 40. **Representation by Counsel.** The Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
17 and that this Agreement has been executed with the consent and advice of counsel, and reviewed in
18 full.

19 41. **Cooperation and Execution of Necessary Documents; Stipulation and/or Motion**
20 **for Court Approval.** All Parties will cooperate in good faith and execute all documents to the
21 extent reasonably necessary to effectuate the terms of this Agreement. Plaintiff's counsel shall
22 prepare and file a joint stipulation for Court approval of the Settlement (or a motion if required by
23 the Court) as soon as practicable. The stipulation or motion shall include the bases for
24 demonstrating that settlement amounts are reasonable in light of the facts and controlling authorities
25 pertaining to the claims alleged, and a signed declaration from Plaintiff's counsel discussing the
26 risks of continued litigation and the decision that the best interests of the Aggrieved Employees are
27 served by the terms of the Agreement. Plaintiff's counsel shall submit the stipulation/motion to
28 Defendants' counsel for approval a reasonable time prior to filing.

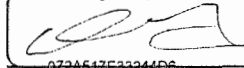
1 42. **Binding Agreement.** The Parties warrant that they understand and have full authority
2 to enter into this settlement, and further intended that this Agreement will be fully enforceable and
3 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding
4 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
5 apply under federal or state law.

6
7 SO AGREED:

8
9 Dated: July 23, 2021

PLAINTIFF

DocuSigned by:

10 

11 072A517E33244D6...
12 David Angeles

13 Dated:

Waste Resources, Inc.

14
15 By: 

16
17 Dated:

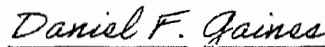
Waste Resource Technologies, Inc.

18
19 By: 

20
21 APPROVED AS TO FORM, AND AGREED TO AS APPLICABLE:

22
23 Dated: 7/23/21

GAINES & GAINES, APLC

24
25 

26 Daniel F. Gaines
27 Counsel for Plaintiff David Angeles
28

Dated:

DE CASTRO LAW GROUP, P.C.



Jose-Manuel A. de Castro
Counsel for Defendants Waste Resources, Inc.,
Waste Resource Technologies, Inc.,
Kosti Shirvanian, and Linda Shirvanian

EXHIBIT A

Date

NOTICE OF SETTLEMENT

Los Angeles County Superior Court Case No. 20STCV45250

Case Name: *Angeles et. al v. Waste Resources, Inc.*

«FirstName» «LastName»
 «Address1» «Address2»
 «City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit known as DAVID ANGELES v. WASTE RESOURCES, INC., Superior Court of the State of California, County of Los Angeles, Case Number 20STCV45250 (the "Lawsuit").

In the Lawsuit, David Angeles ("Plaintiff") pursued various claims for penalties against Waste Resources, Inc. and Waste Resource Technologies, Inc. ("Defendants") under the California Private Attorneys General Act of 2004 ("PAGA"). Defendants deny Plaintiff's claims in their entirety, and assert they complied with the applicable law. However, the parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit.

The court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendants. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to the hourly, nonexempt employees who worked for Waste Resources, Inc. in California at any time from April 6, 2019 through the date the Court approves this settlement (the "Aggrieved Employees").

According to Defendants' records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred eighty (180) calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in your name.

While you were not a party to the Lawsuit, you and the State of California have been bound by the settlement and resulting judgment entered in this matter by the Court as to civil penalties. If you have any questions, you can contact the settlement administrator at 1-888-369-3780.

[Toll Free Number]

Very truly yours,

Simpluris, Inc.
 Settlement Administrator

EXHIBIT C

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC. USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to
3 the within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

4 _____ (For messenger) my business address is:

5 On July 26, 2021, I served the foregoing document described as **DECLARATION OF DANIEL F. GAINES**
6 **IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT**
7 **AND RELEASE OF CLAIMS PURSUANT TO PRIVATE ATTORNEYS' GENERAL ACT (LABOR CODE §§**
8 **2698 ET. SEQ.) AND ENTERING JUDGMENT** on the interested parties in this action by placing a true copy thereof
9 enclosed in sealed envelopes addressed as follows:

DE CASTRO LAW GROUP, P.C. José-Manuel A. de Castro, Esq. David G. Larmore, Esq. Lori V. Minassian, Esq. 7590 N. Glenoaks Blvd., Suite 201 Los Angeles, California 91504	Joseph Tojarieh, Esq. TOJARIEH LAW FIRM, PC 10250 Constellation Blvd., Suite 100 Los Angeles, CA 90067 jft@tojariehlaw.com via e-mail only
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11 ☒ (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
12 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
13 and processing correspondence for mailing. It is deposited with United States postal service on that same
14 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
15 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
16 mailing in affidavit.

17 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
18 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
19 authorized carrier or driver authorized by the express carrier to receive documents.

20 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____, at Calabasas, California, I served the above-
21 referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of
22 the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-
23 8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A
24 transmission report was properly issued by the sending facsimile machine, and the transmission was
25 reported as complete and without error. Copies of the facsimile transmission cover sheet and the
26 transmission report are attached to this proof of service.

27 _____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
28 delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

☒ (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce
Development Agency via online process at the PAGA Filing website in accordance with the procedure
imposed by the L WDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 26, 2021, at Calabasas, California.

Beatriz Franco
BEATRIZ FRANCO