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individually and on behalf of others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

FLAVIA DIMAS, an individual, on behalf of
herself and on behalf of other persons similarly
situated,

Plaintiff,

vs.

BLT ENTERPRISES OF FREMONT, LLC
D/B/A FREMONT RECYCLING &
TRANSFER STATION, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. RG20075373

CLASS ACTION

[Assigned for all purposes to Hon. Brad
Seligman, Dept. 23]

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint filed: September 30, 2020
Trial date: None set

1 IT IS HEREBY STIPULATED, by and between plaintiff Flavia Dimas, individually and
2 on behalf of all others similarly situated, on the one hand, and defendant BLT Enterprises of
3 Fremont, LLC dba Fremont Recycling & Transfer Station, on the other hand, and subject to the
4 approval of the Court, that the claims alleged in the Action are hereby compromised and settled
5 pursuant to the terms and conditions set forth in this Stipulation of Class Action Settlement
6 ("Stipulation") and that the Court shall make and enter judgment, subject to the continuing
7 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set
8 forth herein which by this reference become an integral part of this Stipulation.

9 DEFINITIONS

10 1. "Action" means the putative class action entitled *Dimas v. BLT Enterprises of*
11 *Fremont, LLC dba Fremont Recycling & Transfer Station*, Alameda County Superior Court Case
12 No. RG20075373.

13 2. "Aggrieved Employees" means all persons who worked for Defendant in
14 California as non-exempt, hourly employees during the PAGA Period.

15 3. "Class Counsel" means Matthew J. Matern, Launa Adolph, and Olivia Green of
16 Matern Law Group, PC.

17 4. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's
18 litigation and resolution of this Action (not to exceed one-third of the Maximum Settlement
19 Amount), and Class Counsel's expenses and costs reasonably incurred in connection with this
20 Action.

21 5. "Class Information" means information regarding Class Members that Defendant
22 shall in good faith compile from their records and shall be authorized by the Court to transmit in a
23 secured manner to the Settlement Administrator. Class Information shall be transmitted in
24 electronic form and shall include each Class Member's full name; last known address; Social
25 Security number; and total number of Compensable Workweeks and PAGA Pay Periods.

26 6. "Class Members" means all persons who worked for Defendant in California as
27 non-exempt, hourly employees during the Class Period.

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1 7. “Class Notice” means the Notice of Class Action Settlement, substantially in the
2 form attached hereto as **Exhibit 1**, which shall be subject to Court approval and which the
3 Settlement Administrator shall mail to each Class Member explaining the terms of this Stipulation
4 and the Settlement.

5 8. “Class Period” means the period from September 30, 2016, through January 5,
6 2023.

7 9. “Class Representative Service Award” means the amount the Court authorizes to
8 be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of
9 Plaintiff’s effort and risk in prosecuting the Action.

10 10. “Compensable Workweeks” means the total number of weeks during which a
11 Class Member performed work as a non-exempt, hourly employee of Defendant in California
12 during the Class Period, based on Defendant’s records, and which shall be used to calculate
13 Individual Settlement Payments.

14 11. “Defendant” means defendant BLT Enterprises of Fremont, LLC dba Fremont
15 Recycling & Transfer Station.

16 12. “Defense Counsel” means Dennis Murphy and Shawn Joost of Murphy Austin
17 Adams Schoenfeld LLP.

18 13. “Effective Date” means the latter of: (a) if there are no objections to the
19 Settlement, the date upon which the Judgment is entered by the Court; (b) if there are objections
20 to the Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first
21 (61st) day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is
22 sought from the Judgment, the date upon which all appellate and/or other proceedings resulting
23 from the appeal, review or writ have been finally terminated in such a manner as to permit the
24 Judgment to take effect in substantially the form described herein.

25 14. “Employer Taxes” means Defendant’s portions of payroll taxes, including but not
26 limited to taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax
27 Act, and/or any similar state taxes and contributions required of employers, on the portion of the
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1 Individual Settlement Payments that constitutes wages. The Employer Taxes will be submitted
2 by Defendant to the Settlement Administrator in addition to the Maximum Settlement Amount.

3 15. "Final Approval Hearing" means the hearing to be conducted by the Court after
4 the filing of an appropriate motion by Plaintiff and following appropriate notice to Class
5 Members giving Class Members an opportunity to request exclusion from the class and
6 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
7 finally approve the Settlement, enter the Judgment, and take other appropriate action.

8 16. "Individual Settlement Payment" means the amount payable from the Net
9 Settlement Amount to each Participating Class Member and Aggrieved Employee.

10 17. "Information Sheet" means the form that shall be prepared by the Settlement
11 Administrator and sent to each Class Member that sets forth the total number of Compensable
12 Workweeks and PAGA Pay Periods and the estimated Individual Settlement Payment for the
13 Class Member, substantially in the form attached hereto as **Exhibit 2**.

14 18. "Judgment" means the judgment to be entered by the Court upon granting final
15 approval of the Settlement and this Stipulation as binding upon the Parties, Participating Class
16 Members, and Aggrieved Employees.

17 19. "LWDA" means the California Labor and Workforce Development Agency.

18 20. "LWDA Payment" means the portion of the PAGA Payment payable to the
19 LWDA.

20 21. "Maximum Settlement Amount" means the maximum amount Defendant shall
21 have to pay in connection with this Settlement, by way of a common fund, which shall be
22 inclusive of all Individual Settlement Payments, the Class Counsel Award, the Class
23 Representative Service Award, Settlement Administration Costs, and the LWDA Payment.
24 Subject to Court approval and the terms of this Stipulation, the Maximum Settlement Amount
25 that Defendant shall be required to pay is Seven Hundred Seventy Five Thousand Dollars
26 (\$775,000.00).

1 22. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class
2 Counsel Award, the Class Representative Service Award, Settlement Administration Costs, and
3 the LWDA Payment.

4 23. “Notice of Objection” means a Class Member’s written objection to the
5 Settlement.

6 24. “Notice Packet” means the packet of documents which shall be mailed to all Class
7 Members by the Settlement Administrator, including the Class Notice and Information Sheet.

8 25. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
9 Labor Code sections 2698, et seq.

10 26. “PAGA Payment” means the amount payable from the Maximum Settlement
11 Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%)
12 shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

13 27. “PAGA Pay Periods” means the total number of pay periods during which an
14 Aggrieved Employee performed work as a non-exempt, hourly employee of Defendant in
15 California during the PAGA Period, based on Defendant’s records, and which shall be used to
16 calculate Individual Settlement Payments.

17 28. “PAGA Period” means the period from July 27, 2019, through January 5, 2023.

18 29. “Participating Class Members” means Plaintiff and all other Class Members who
19 do not submit a valid and timely Request for Exclusion.

20 30. “Parties” means Plaintiff and Defendant.

21 31. “Plaintiff” means plaintiff Flavia Dimas.

22 32. “Preliminary Approval Order” means the order to be issued by the Court
23 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
24 setting the date of the Final Approval Hearing and granting preliminary approval of the
25 Settlement set forth in this Stipulation, among other things.

26 33. “Released Parties” means (i) Defendant; (ii) Defendant’s past, present and future
27 subsidiaries, parents, affiliated and related companies, successors, predecessors or assigns; and
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(iii) the past, present, and future managers, members, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors or assigns of any of the foregoing parties.

34. "Request for Exclusion" means a written request by a Class Member to opt out of, or exclude oneself from, the class and Settlement.

35. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class Members may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of Compensable Workweeks stated on their respective Information Sheet.

36. "Settlement" means the final and complete disposition of the Action pursuant to this Stipulation.

37. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, the Class Representative Service Award, the Class Counsel Award, and the LWDA Payment; (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

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

RECITALS

39. Procedural History. On September 30, 2020, Plaintiff filed this wage and hour class action lawsuit against Defendant in Alameda County Superior Court alleging causes of action for: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3)

1 failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due
2 to discharged and quitting employees; (6) failure to maintain required records; (7) failure to
3 furnish accurate itemized statements; (8) failure to indemnify employees for necessary
4 expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10)
5 penalties under PAGA, as a representative action. Defendant filed an answer to Plaintiff's
6 complaint on November 5, 2020.

7 40. On April 27 2022, the Parties participated in a private mediation session with
8 mediator David Perrault, Esq., but were unable to reach a resolution.

9 41. On December 6, 2022, the Parties participated in a second private mediation
10 session with Mr. Perrault, but were unable to reach a resolution at mediation. Following the
11 mediation, Mr. Perrault made a mediator's proposal outlining the material terms of a proposed
12 class action settlement. On December 8, 2022, the Parties accepted the mediator's proposal,
13 subject to the Parties entering into a more comprehensive written settlement agreement.

14 42. On February 6, 2023, the Parties executed a Memorandum of Understanding.

15 43. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
16 Counsel recognize the expense and length of continued proceedings necessary to litigate
17 Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has
18 taken into account the uncertainty and risks of the outcome of further litigation, and the
19 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
20 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
21 generally and in response to Defendant's defenses thereto, and the difficulties in establishing
22 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
23 also have taken into account Defendant's agreement to enter into a settlement that confers
24 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
25 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
26 reasonable and is in the best interests of all Class Members.

27 44. Defendant's Reasons for Settlement. Defendant has concluded that any further
28 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of

1 Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall
2 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also
3 taken into account the risks of further litigation in reaching its decision to enter into this
4 Settlement. Even though Defendant contends it is not liable for any of the claims alleged by
5 Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the
6 terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendant
7 has asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not
8 give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a
9 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
10 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
11 admission by or against Defendant as to the merits or lack thereof of the claims asserted in the
12 Action. Defendant contends that it has complied with all applicable state, federal and local laws.

13 TERMS OF SETTLEMENT

14 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
15 set forth herein, the Parties agree, subject to the Court's approval, as follows:

16 45. Binding Settlement. This Settlement shall bind the Parties and all Participating
17 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
18 Court's approval.

19 46. Tax Liability. The Parties make no representations as to the tax treatment or legal
20 effect of the payments specified herein, and Class Members are not relying on any statement or
21 representation by the Parties, Class Counsel, or Defense Counsel in this regard. Participating
22 Class Members and Class Counsel understand and agree that they shall be responsible for the
23 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
24 Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims
25 resulting from treatment of such payments as non-taxable, including the treatment of such
26 payments as not subject to withholding or deduction for payroll and employment taxes.

27 47. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE
28 THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN

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

21 48. Stipulation of Class Certification. The Parties stipulate to the certification of the
 22 class for purposes of settlement only. This Stipulation is contingent upon preliminary and final
 23 approval and certification of the class for purposes of settlement only. Should the Settlement not
 24 become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally
 25 to class certification as part of the Settlement shall have no bearing on, and shall not be
 26 admissible in connection with, the issue of whether a class should be certified in a non-settlement
 27 context in the Action. Defendant expressly reserves the right to oppose class certification should
 28 this Settlement be modified or reversed on appeal or otherwise not become final.

1 49. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
2 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes
3 only and setting a Final Approval Hearing date. The Parties agree to work diligently and
4 cooperatively to have this Settlement presented to the Court for preliminary approval. The
5 Preliminary Approval Order shall provide for, among other things, the Notice Packet to be sent to
6 Class Members as specified herein. Class Counsel will prepare the Motion for Preliminary
7 Approval.

8 50. Release of Claims.

9 a. Participating Class Members' Released Claims. Upon Defendant
10 providing the Maximum Settlement Amount to the Settlement Administrator, all Participating
11 Class Members shall be deemed to have released the Released Parties from any and all claims
12 and/or causes of action arising out of the claims and allegations made in the Complaint or that
13 reasonably could have been alleged based on the factual allegations contained in the operative
14 complaint, including all of the following claims for relief: (1) failure to pay minimum wages, base
15 rate wages, overtime wages, time-and-a half, and double time wages (2) failure to provide meal
16 breaks and pay proper meal break premiums, (3) failure to provide rest periods and pay proper
17 rest period premiums, (4) failure to provide accurate itemized wage statements, (5) failure to
18 timely provide all wages owed at the end of employment, (6) failure to timely provide all wages
19 owed during employment, (7) failure to reimburse expenses, (8) failure to maintain accurate
20 payroll records, and (9) unfair business practices, and (10) civil penalties under the PAGA. The
21 period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the
22 Judgment will be the same as that of the Release.

23 b. Aggrieved Employees' Released Claims. Upon Defendant providing the
24 Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be
25 deemed to have released the Released Parties of any and all claims and/or causes of action under
26 PAGA that are based upon the factual allegations set forth in the operative complaint and arising
27 at any time during the PAGA Period.

1 c. Plaintiff's Released Claims. Upon Defendant providing the Maximum
2 Settlement Amount to the Settlement Administrator, Plaintiff shall be deemed to have released
3 the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any
4 form whatsoever, arising under federal, state, local, or common laws, rules, or regulations,
5 whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or
6 could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether
7 directly, indirectly, representatively, derivatively or in any other capacity, against Defendant or
8 any of the other Released Parties, arising at any time prior to entry of the Judgment, including but
9 not limited to those claims raised in the Action, and those arising from or related to Plaintiff's
10 employment with or work for Defendant. This release excludes only the release of claims not
11 permitted by law.

12 Plaintiff also expressly waives any and all rights granted under Section 1542 of the Civil
13 Code of California. Section 1542 of the Civil Code of California reads as follows:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
15 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
16 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
17 **THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD**
18 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
19 **THE DEBTOR OR RELEASED PARTY.**

20 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
21 full and complete release and discharge of all of her released claims, Plaintiff expressly
22 acknowledges that this Settlement is intended to include in its effect, without limitation, all
23 released claims which Plaintiff does not know or suspect to exist in her favor at the time of
24 execution hereof, and that the Settlement contemplates the extinguishment of all such released
25 claims.

26 51. Settlement Administration.
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1 a. Within ten (10) days of entry of the Preliminary Approval Order,
2 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
3 mailing the Notice Packets to Class Members.

4 i. Notice by First Class U.S. Mail. Upon receipt of the Class
5 Information, the Settlement Administrator shall perform a search based on the National Change
6 of Address Database maintained by the United States Postal Service to update and correct any
7 known or identifiable address changes. Within ten (10) days after receiving the Class Information
8 from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice
9 Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator
10 shall exercise its best judgment to determine the current mailing address for each Class Member.
11 The address identified by the Settlement Administrator as the current mailing address shall be
12 presumed to be the most current mailing address for each Class Member. The Parties agree that
13 this procedure for notice provides the best notice practicable to Class Members and fully
14 complies with due process.

15 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
16 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
17 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
18 Settlement Administrator shall promptly attempt to determine a correct address by the use of
19 skip-tracing, or other type of automated search, using the name, address and/or Social Security
20 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
21 whose Notice Packet was returned as non-deliverable, assuming another mailing address is
22 identified by the Settlement Administrator. If a Notice Packet is re-mailed to a Class Member
23 less than ten (10) days prior to the Response Deadline, the Class Member shall have their
24 Response Deadline extended by ten (10) days from the date the Settlement Administrator re-mails
25 the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to
26 have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the
27 Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be
28 bound by all terms of the Settlement and the Judgment.

1 iii. Determination of Individual Settlement Payments. The Settlement
2 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
3 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
4 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
5 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court.
6 In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

7 iv. Disputes Regarding Administration of Settlement. Any dispute not
8 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
9 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
10 confer in good faith to resolve the dispute without the necessity of involving the Court.

11 b. Exclusions. The Class Notice shall explain that Class Members who wish
12 to exclude themselves from the class and Settlement must submit a Request for Exclusion to the
13 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1)
14 contain the name, address, and telephone number of the person requesting exclusion; (2) be
15 signed by the Class Member; and (3) be postmarked by the Response Deadline and returned to
16 the Settlement Administrator at the specified address. Subject to review by Class Counsel,
17 Defense Counsel, and the Court, the date of the postmark on the return mailing envelope on the
18 Request for Exclusion shall be the exclusive means used by the Settlement Administrator to
19 determine whether a Class Member has timely requested exclusion from the class and Settlement.
20 Any Class Member who timely and properly requests to be excluded from the class and
21 Settlement shall not be entitled to any benefits under the Settlement, with the exception of the
22 Class Member's pro rata share of the PAGA Payment, and shall not be bound by the terms of the
23 Settlement nor shall the Class Member have any right to object to the Settlement or appeal from
24 the entry of the Judgment. Class Members who do not submit a valid and timely Request for
25 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and
26 the Judgment entered in this Action if the Settlement is finally approved by the Court. No later
27 than ten (10) days after the Response Deadline, the Settlement Administrator shall provide
28 counsel for the Parties a complete list of all Class Members who submitted a timely and valid

1 Request for Exclusion. The Settlement Administrator shall provide Defense Counsel and Class
2 Counsel with a declaration attesting to the completion of the notice process, including the number
3 of attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well
4 as the number of valid opt-outs and deficiencies which the Settlement Administrator received.

5 c. Objections. The Class Notice shall state that Class Members who wish to
6 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
7 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A
8 Notice of Objection must (1) state the full name of the Class Member; (2) be signed by the Class
9 Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline
10 and returned to the Settlement Administrator at the specified address. The Settlement
11 Administrator shall immediately upon receipt transmit to Class Counsel and Defense Counsel
12 copies of all objections and supporting papers. Plaintiff shall file the objections and all
13 supporting papers with the Court at the same time that Plaintiff files the motion for final approval.
14 Subject to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on
15 the return mailing envelope on the Notice of Objection shall be the exclusive means used by the
16 Settlement Administrator to determine whether a Class Member has timely objected to the
17 Settlement. The Court, however, shall retain final authority with respect to the consideration and
18 admissibility of any Class Member objections. A Class Member may appear personally or
19 through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her
20 objection directly to the Court. Class Members who do not submit a Notice of Objection or
21 appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived
22 any objections and shall be foreclosed from making any objections (whether by appeal or
23 otherwise) to the Settlement. If a Class Member objects to this Settlement, the Class Member
24 will remain a member of the class and if the Court approves this Stipulation, the Class Member
25 will be bound by the terms of the Settlement and Judgment in the same way and to the same
26 extent as a Participating Class Member who does not object. At no time shall any of the Parties,
27 Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class
28 Members from objecting to the Settlement or filing an appeal from the Judgment.

1 d. Disputes Regarding the Number of Compensable Workweeks. If a Class
2 Member disagrees with the number of Compensable Workweeks stated on the Information Sheet,
3 the Class Member must send a letter to the Settlement Administrator by the Response Deadline
4 stating the reasons why he or she disputes the number of Compensable Workweeks and provide
5 any supporting documentation. The Settlement Administrator will evaluate the evidence
6 submitted by the Class Member, as well as any evidence submitted by Defendant, and make a
7 decision as to the number of Compensable Workweeks that should be applied and/or the
8 Individual Settlement Payment to which the Class Member is entitled. The Settlement
9 Administrator's decision as to the total number of Compensable Workweeks shall be final and
10 non-appealable, yet subject to review by the Court. The Settlement Administrator shall send
11 written notice of the decision on any such dispute to the Class Member, Class Counsel, and
12 Defense Counsel within ten (10) days of receipt of the dispute.

13 e. Monitoring and Reviewing Settlement Administration. The Parties have
14 the right to monitor and review the administration of the Settlement to verify that the monies
15 allocated under the Settlement are distributed in the correct amount, as provided for in this
16 Stipulation. However, Plaintiff, Class Counsel, Defendant, and Defense counsel shall not bear
17 any responsibility for errors or omissions by the Settlement Administrator in the calculation or
18 distribution of the Individual Settlement payments or determination of the Participating Class
19 Members to whom Individual Settlement Payments are owed.

20 f. Best Efforts. The Parties agree to use their best efforts to carry out the
21 terms of this Settlement.

22 52. Funding and Allocation of Maximum Settlement Amount. No later than ten (10)
23 days after entry of Judgment, Defendant shall provide to the Settlement Administrator in any
24 feasible manner, including, but not limited to, by way of a wire transfer, the Maximum Settlement
25 Amount. All of the items listed in subparagraphs (a) through (e) below will be paid from the
26 Maximum Settlement Amount, and not in addition to it, with the exception of the Employer
27 Taxes, which shall be paid by Defendant in addition to the Maximum Settlement Amount. If this
28 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or

1 fails to become effective for any reason, or if the Effective Date does not occur, then no portion
2 of the Maximum Settlement Amount shall be paid.

3 a. Individual Settlement Payments. Class Members shall not be required to
4 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
5 Maximum Settlement Amount shall revert to Defendant or result in an unpaid residue. Individual
6 Settlement Payments shall be paid by the Settlement Administrator from the Net Settlement
7 Amount pursuant to the formula set forth herein. Individual Settlement Payment payments shall
8 be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each Participating
9 Class Member and Aggrieved Employee's last known mailing address within ten (10) days after
10 Defendant provides the Settlement Administrator with the Maximum Settlement Amount. Prior
11 to mailing the Individual Settlement Payments, the Settlement Administrator shall perform a
12 search based on the National Change of Address Database maintained by the United States Postal
13 Service to update and correct any known or identifiable address changes.

14 i. Each Participating Class Member's Individual Settlement Payment
15 shall be calculated solely by the Settlement Administrator according to the following formula:
16 Defendant shall provide the Settlement Administrator with the Compensable Workweeks for each
17 Participating Class Member. The Settlement Administrator shall then divide the Net Settlement
18 Amount by the total number of Compensable Workweeks for all Participating Class Members
19 resulting in a value for each week worked by the Participating Class Members during the Class
20 Period ("Workweek Value"). The Settlement Administrator shall then multiply the number of
21 Compensable Workweeks for each Participating Class Member by the Workweek Value. In
22 addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA
23 Payment allocated to Aggrieved Employees based on their PAGA Pay Periods. Aggrieved
24 Employees shall receive a pro rata share of the PAGA Payment allocated to Aggrieved
25 Employees even if they submit a Request for Exclusion.

26 ii. Individual Settlement Payments shall be made by check and shall
27 be made payable to each Participating Class Member and Aggrieved Employee as set forth in this
28 Stipulation.

1 iii. Individual Settlement Payments shall be allocated as follows: thirty
2 three and one third percent (33 1/3%) as wages subject to all applicable tax withholdings, and
3 sixty six and two thirds percent (66 2/3%) as non-wage penalties, interest, and reimbursement of
4 employment-related expenses not subject to payroll tax withholdings. The portion of the
5 Individual Payments attributable to PAGA penalties shall be allocated as 100% penalties and
6 shall not be subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS
7 Form W-2 to each Participating Class Member for the portion of each Individual Settlement
8 Payment allocated as wages and subject to all applicable tax withholdings. The Settlement
9 Administrator shall issue an IRS Form 1099 to each Participating Class Member and Aggrieved
10 Employee for the portion of each Individual Settlement Payment allocated as non-wage penalties,
11 interest, and reimbursement of employment-related expenses not subject to payroll tax
12 withholdings. The Settlement Administrator shall calculate the amount of the Employer Taxes
13 and shall remit and report the applicable portions of the payroll tax payment to the appropriate
14 taxing authorities in a timely manner.

15 iv. Individual Settlement Payment checks shall remain negotiable for
16 one hundred eighty (180) days from the date of mailing. The Settlement Administrator shall
17 transmit the value of any Individual Settlement Payments that have not been cashed or deposited
18 within 180 days after mailing, plus any interest that has accrued thereon, to Bay Area Legal Aid,
19 a nonprofit organization that provides legal services to and/or on behalf of the indigent in the Bay
20 Area of California. The Settlement Administrator shall void any tax documents issued to Class
21 Members who did not cash or deposit their Individual Settlement Payments within 180 days after
22 mailing. Class Members who fail to cash or deposit their Individual Settlement Payments within
23 180 days after mailing shall nevertheless remain bound by the Settlement. Pursuant to Code of
24 Civil Procedure section 384, Plaintiff agrees to report to the Court the total amount that was
25 actually paid to the Class Members, and will do so by the date directed by the Court. To the
26 extent the Court thereafter determines that the judgment must be amended pursuant to Code of
27 Civil Procedure section 384, the amended judgment shall direct the Settlement Administrator to
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1 pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any
2 interest that has accrued thereon, to Bay Area Legal Aid.

3 v. All monies received by Class Members under the Settlement which
4 are attributable to wages shall constitute income to such Class Members solely in the year in
5 which such monies actually are received by the Class Members. It is expressly understood and
6 agreed that the receipt of Individual Settlement Payments shall not entitle any Class Member to
7 additional compensation or benefits under any collective bargaining agreement or under any
8 bonus, contest or other compensation or benefit plan or agreement in place during the period
9 covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or
10 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
11 Settlement Payments provided for in this Stipulation are the sole payments to be made by
12 Defendant to Class Members in connection with this Settlement, with the exception of Plaintiff,
13 and that the Class Members are not entitled to any new or additional compensation or benefits as
14 a result of having received the Individual Settlement Payments. Furthermore, the receipt of
15 Individual Settlement Payments by Class Members shall not, and does not, by itself establish any
16 general, special, or joint employment relationship between and among the Class Member(s) and
17 Defendant.

18 b. Class Representative Service Award. Subject to Court approval, Plaintiff
19 shall be paid a Class Representative Service Award not to exceed Ten Thousand Dollars
20 (\$10,000.00), or any lesser amount as awarded by the Court, for her time and effort in bringing
21 and presenting the Action and for releasing her claims. Defendant shall not oppose or object to
22 Plaintiff's request for a Class Representative Service Award in an amount not to exceed Ten
23 Thousand Dollars (\$10,000.00). The Class Representative Service Award shall be paid to
24 Plaintiff from the Maximum Settlement Amount no later than ten (10) days after Defendant
25 provides the Settlement Administrator with the Maximum Settlement Amount. The Settlement
26 Administrator shall issue an IRS Form 1099 to Plaintiff for the Class Representative Service
27 Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the
28 Class Representative Service Award and shall hold harmless Defendant, Class Counsel, and

1 Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of
2 payment of the Class Representative Service Award. The Class Representative Service Award
3 shall be made in addition to Plaintiff's Individual Settlement Payment. Any amount requested by
4 Plaintiff for the Class Representative Service Award and not awarded by the Court shall become
5 part of the Net Settlement Amount and shall be distributed to Participating Class Members as part
6 of their Individual Settlement Payments.

7 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
8 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
9 Maximum Settlement Amount, which amounts to Two Hundred Fifty Eight Thousand Three
10 Hundred Thirty Three Dollars and Thirty Three Cents (\$258,333.33). In addition, subject to
11 Court approval, Class Counsel shall be entitled to an award of reasonable costs associated with
12 Class Counsel's prosecution of the Action in an amount not to exceed Thirty Thousand Dollars
13 (\$30,000.00). Defendant shall not oppose or object to Plaintiff's request for an award of
14 attorneys' fees in an amount not to exceed Two Hundred Fifty Eight Thousand Three Hundred
15 Thirty Three Dollars and Thirty Three Cents (\$258,333.33) and request for an award of
16 reasonable costs not to exceed Thirty Thousand Dollars (\$30,000.00). In the event the Court
17 awards Class Counsel less than Two Hundred Fifty Eight Thousand Three Hundred Thirty Three
18 Dollars and Thirty Three Cents (\$258,333.33) in attorneys' fees and/or less than Thirty Thousand
19 Dollars (\$30,000.00) in costs, the difference shall become part of the Net Settlement Amount and
20 shall be distributed to Participating Class Members as part of their Individual Settlement
21 Payments. Class Counsel shall provide the Settlement Administrator with a properly completed
22 and signed IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel
23 Award approved by the Court. Class Counsel shall be paid any Court-awarded attorneys' fees
24 and costs no later than ten (10) days after Defendant provides the Settlement Administrator with
25 the Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay
26 all applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an
27 IRS Form 1099 to Class Counsel for the Class Counsel Award. This Settlement is not
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1 conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or
2 costs.

3 d. PAGA Payment. Twenty Five Thousand Dollars (\$25,000.00) from the
4 Maximum Settlement Amount shall be allocated as penalties under PAGA, of which Eighteen
5 Thousand Seven Hundred Fifty Dollars (\$18,750.00) shall be paid by the Settlement
6 Administrator directly to the LWDA. The remaining Six Thousand Two Hundred Fifty Dollars
7 (\$6,250.00) shall be distributed to Aggrieved Employees as part of their Individual Settlement
8 Payments.

9 e. Settlement Administration Costs. The Settlement Administration fees and
10 expenses, which are estimated not to exceed Six Thousand Four Hundred Fifty Dollars
11 (\$6,450.00), shall be paid from the Maximum Settlement Amount. Prior to Plaintiff filing a
12 motion for final approval of the Settlement, the Settlement Administrator shall provide the Parties
13 with a statement detailing the Settlement Administration Costs to date. The Parties agree to
14 cooperate in the Settlement Administration process and to make all reasonable efforts to control
15 and minimize Settlement Administration Costs.

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

19 ii. The Settlement Administrator shall keep the Parties timely apprised
20 of the performance of all Settlement Administrator responsibilities required by the Settlement.
21 The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
22 regulations in which the Maximum Settlement Amount shall be placed and from which payments
23 required by the Settlement shall be made.

24 53. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
25 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
26 grant final approval of the Settlement, including determining the amounts properly payable for:
27 (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) the PAGA
28 Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a

1 written report or declaration to the Parties describing the process and results of the administration
2 of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court
3 prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the
4 Settlement Administrator shall post notice of final judgment on its website within seven (7)
5 calendar days of entry of the Judgment.

6 54. Adjustment of Settlement Amount. The Maximum Settlement Amount was
7 negotiated and is premised on the understanding that, as of December 6, 2022, the Class Members
8 worked approximately 21,842 workweeks. In the event that this number increases by more than
9 five percent (5%), the Maximum Settlement Amount will be increased proportionally, or
10 Defendant will have the option to set the Class Period end date to a date at which the number of
11 workweeks does not increase by more than five percent (5%) of the number set forth in this
12 paragraph.

13 55. Right of Defendant to Reject Settlement. If ten percent (10%) or more of the Class
14 Members submit valid Requests for Exclusion, Defendant will have the right, but not the
15 obligation, to void the Settlement and the Parties will have no further obligations under the
16 Settlement, including any obligation by Defendant to pay the Maximum Settlement Amount, or
17 any amounts that otherwise would have been owed under this Stipulation, except that Defendant
18 will pay the Settlement Administration Costs incurred as of the date that Defendant exercises its
19 right to void the Settlement. Defendant shall notify Class Counsel and the Court whether it is
20 exercising this right to void no later than seven (7) days after Defendant receives notification
21 from the Settlement Administrator of the number of valid Requests for Exclusion it has received.

22 56. Nullification of Settlement. In the event: (i) the Court does not enter the
23 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
24 Court does not enter the Judgment; or (iv) the Settlement does not become final for any other
25 reason, this Stipulation shall be rendered null and void, any order or judgment entered by the
26 Court in furtherance of this Settlement shall be treated as void from the beginning and this
27 Stipulation and any documents related to it shall not be used by any Class Member or Class
28 Counsel to support any claim or request for class certification in the Action, and shall not be used

1 in any other civil, criminal or administrative action against Defendant or any of the other
2 Released Parties. In the event an appeal is filed from the order granting final approval or
3 Judgment, or any other appellate review is sought, administration of the Settlement shall be
4 stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the
5 Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or
6 any other appellate review, shall be split evenly by the Parties.

7 57. No Admission by Defendant. Defendant denies all claims alleged in this Action
8 and denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its
9 terms and conditions, nor any of the negotiations connected with it, is a concession or admission,
10 and none shall be used against Defendant as an admission or indication with respect to any claim
11 of any fault, concession, or omission by Defendant or that class certification is proper under the
12 standard applied to contested certification motions. The Parties stipulate and agree to the
13 certification of the proposed class for settlement purposes only. The Parties further agree that this
14 Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a
15 class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other
16 than according to the terms of this Stipulation.

17 58. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
18 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
19 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
20 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

21 59. Interim Stay of Action. The Parties agree to stay and to request that the Court stay
22 all proceedings in the Action, except such proceedings necessary to implement and complete the
23 Settlement and enter the Judgment.

24 60. Amendment or Modification. This Stipulation may be amended or modified only
25 by a written instrument signed by counsel for all Parties or their successors-in-interest.

26 61. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
27 agreement between the Parties, and no oral or written representations, warranties, or inducements
28 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the

1 representations, warranties, and covenants contained and memorialized in this Stipulation and its
2 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
3 on the Parties.

4 62. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
5 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
6 to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken
7 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
8 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and
9 Defense Counsel shall cooperate with each other and use their best efforts to effect the
10 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
11 form or content of any document needed to implement the Settlement, or on any supplemental
12 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
13 seek the assistance of the Court to resolve such disagreement. The person signing this Stipulation
14 on behalf of Defendant represents and warrants that he/she is authorized to sign this Stipulation
15 on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this
16 Stipulation and that she has not assigned any claim, or part of a claim, covered by this Settlement
17 to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation.
18 Hence, in any construction made of this Stipulation, the same shall not be construed against any
19 of the Parties.

20 63. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
21 inure to the benefit of, the successors and assigns of the Parties.

22 64. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
23 be governed by and interpreted according to the laws of the State of California, without giving
24 effect to any law that would cause the laws of any jurisdiction other than the State of California to
25 be applied.

26 65. Counterparts. This Stipulation may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same instrument.
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66. Jurisdiction of the Court. Following entry of the Judgment, pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction of this Action solely for the purpose of interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

67. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

68. Binding Nature of Notice of Class Action Settlement. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Participating Class Member.

Dated: 4/17/2023, 2023

DocuSigned by:

FLAVIA DIMAS

Plaintiff Flavia Dimas

Dated: 4/13, 2023

Defendant BLT Enterprises of Fremont dba Fremont Transfer & Recycling Station

By: ROBERT SALMON

Its: CH. OF LEGAL OFFICE

1 Approved as to form and content:

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Dated: April 17, _____, 2023

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MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

LAUNA ADOLPH

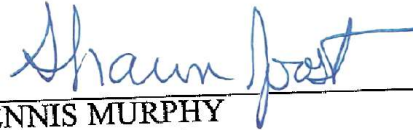
OLIVIA GREEN

Attorneys for Plaintiff FLAVIA DIMAS,
individually and on behalf of all others similarly
situated

Dated: April 14, _____, 2023

**MURPHY AUSTIN ADAMS SCHOENFELD,
LLP**

By:



DENNIS MURPHY

SHAWN JOOST

Attorneys for Defendant BLT ENTERPRISES OF
FREMONT, LLC DBA FREMONT RECYCLING
& TRANSFER STATION

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Dimas v. BLT Enterprises of Fremont, LLC dba Fremont Recycling & Transfer Station
Alameda County Superior Court Case No. RG20075373

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED FOR BLT ENTERPRISES OF FREMONT, LLC DBA FREMONT RECYCLING & TRANSFER STATION ("DEFENDANT") IN CALIFORNIA AS A NON-EXEMPT, HOURLY EMPLOYEE AT ANY TIME BETWEEN SEPTEMBER 30, 2016 AND JANUARY 5, 2023, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in a class action lawsuit entitled *Dimas v. BLT Enterprises of Fremont, LLC dba Fremont Recycling & Transfer Station*, Alameda County Superior Court Case No. RG20075373 (the "Action"). The purpose of this Notice of Class Action Settlement ("Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the Settlement (the "Settlement Hearing") will be held before the Hon. Brad Seligman on [REDACTED], 2023 at [REDACTED] in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612, to determine whether the Settlement is fair, adequate and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST EXCLUSION FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Class and will receive an Individual Settlement Payment. You will also give up the right to pursue a separate legal action against Defendant and affiliated persons and entities, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must submit a written statement explaining why you do not like the Settlement or explain your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Class"):

All persons who worked for Defendant in California as non-exempt, hourly employees at any time during the period from September 30, 2016 to January 5, 2023 (the "Class Period").

According to Defendant's records, you are a member of the Class ("Class Member").

What is this case about?

In the Action, plaintiff Flavia Dimas ("Plaintiff") alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under the Labor Code Private Attorneys General Act ("PAGA"), as a representative action. Plaintiff seeks unpaid wages, statutory penalties, restitution, interest, attorneys' fees, and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Matthew J. Matern
Launa Adolph
Olivia Green
MATERN LAW GROUP, PC
1230 Rosecrans Ave., Suite 200
Manhattan Beach, California 90266
310-531-1900

Defense Counsel

Dennis Murphy
Shawn Joost
Murphy Austin Adams Schoenfeld LLP
555 Capitol Mall, Suite 850
Sacramento, California 95814
(916) 446-2300

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$775,000.00 (the "Maximum Settlement Amount") for: (a) Individual Settlement Payments to Class Members, which include PAGA Payments to Aggrieved Employees; (b) the Court-approved Service Award to Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) the PAGA Payment to be paid to the California Labor and Workforce Development Agency ("LWDA").

Individual Settlement Payments. After deduction from the Maximum Settlement Amount for Class Counsel's attorneys' fees and costs, the Service Award to Plaintiff, the PAGA Payment to the LWDA, and the costs of administering the Settlement, there will be a Net Settlement Amount. From the Net Settlement Amount, each Class Member who does not request to be excluded from the Settlement ("Participating Class Member") will receive an Individual Settlement Payment. The Net Settlement Amount shall be divided pro rata among all Participating Class Members based on the total number of weeks worked during the Class Period. In addition, regardless of whether a Class Member requests to be excluded from the Settlement, all non-exempt, hourly employees who worked for Defendant in California from July 17, 2019 to January 5, 2023 ("PAGA Period") ("Aggrieved Employees") shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on the number of pay periods they worked during the PAGA Period.

Your estimated Individual Settlement Payment is listed on the enclosed Information Sheet.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will pay over the amount represented by the check, plus any interest accrued thereon, to Bay Area Legal Aid, a nonprofit organization that provides legal services to and/or on behalf of the indigent in the Bay Area of California. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, the payments to Participating Class Members will be allocated 33 1/3% as wages and 66 2/3% as non-wages. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments. The portion of the Individual Settlement Payments attributable to PAGA penalties shall be allocated as 100% penalties and shall not be subject to payroll tax withholdings.

The Parties and their attorneys do not make any representations concerning the tax consequences of this Settlement or your participation in it and are unable to offer tax advice. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

Class Counsel Attorneys' Fees and Costs, Service Award, Settlement Administration Costs and PAGA Payment. Class Counsel will ask the Court to award attorneys' fees up to \$258,333.33 (one-third of the Maximum Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$30,000.00. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$10,000.00 to Plaintiff for her effort in prosecuting the Action on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$6,450.00. In addition, \$25,000.00 will be allocated to penalties under PAGA, of which 75%, or \$18,750.00, will be paid to the LWDA, and the remaining 25%, or \$6,250.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, Plaintiff and all Participating Class Members shall be deemed to have released the Released Parties from any and all claims and/or causes of action arising out of the claims and allegations made in the Complaint or that reasonably could have been alleged based on the factual allegations contained in the operative complaint, including all of the following claims for relief: (1) failure to pay minimum wages, base rate wages, overtime wages, time-and-a-half, and double time wages (2) failure to provide meal breaks and pay proper meal break premiums, (3) failure to provide rest periods and pay proper rest period premiums, (4) failure to provide accurate itemized wage statements, (5) failure to timely provide all wages owed at the end of employment, (6) failure to timely provide all wages owed during employment, (7) failure to reimburse expenses, (8) failure to maintain accurate payroll records, (9) unfair business practices, and (10) civil penalties under the PAGA. The period of the Release shall extend to the limits of the Class Period.

Release by Aggrieved Employees. Upon Defendant providing the Maximum Settlement Amount to the Settlement Administrator, all Aggrieved Employees shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA that are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period.

The "Released Parties" are (i) Defendant; (ii) Defendant's past, present and future subsidiaries, parents, affiliated and related companies, successors, predecessors or assigns; and (iii) the past, present, and future managers, members, shareholders, directors, officers, agents, employees, attorneys, insurers, predecessors, successors or assigns of any of the foregoing parties.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A)

remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment, **you do not need to take any action.** By remaining in the Class, you consent to the release of claims as described above. If you remain in the Class, you will be represented at no cost by Class Counsel.

Object to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or submit a written brief or statement of objection ("Notice of Objection") to the Settlement Administrator. The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) be postmarked within 45 days of the mailing of this Notice, on or before [REDACTED], 2023 and returned to the Settlement Administrator at the following address:

Dimas v. BLT Enterprises of Fremont, LLC
P.O. Box [REDACTED]
[City], [State] [Zip]

You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement ("Request for Exclusion"). In order to be valid, your Request for Exclusion must (1) state your full name, address, and telephone number and the last four digits of your Social Security Number (for identification purposes only); (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in *Dimas v. BLT Enterprises of Fremont, LLC dba Fremont Recycling & Transfer Station.*; (3) be signed by you; and (4) be postmarked within 45 days of the mailing of this Notice, on or before [REDACTED], 2023 and returned to the Settlement Administrator at the following address:

Dimas v. BLT Enterprises of Fremont, LLC
P.O. Box [REDACTED]
[City], [State] [Zip]

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees, but you will have no further role in the Action and you will not be entitled to a payment as a Participating Class Member. Additionally, you will not be entitled to or permitted to object to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, on [REDACTED], 2023 at [REDACTED] in Department 23 of the Alameda County Superior Court. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www.[REDACTED]) within seven (7) calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may also request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

Additionally, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT 2

INFORMATION SHEET

Dimas v. BLT Enterprises of Fremont, LLC dba Fremont Recycling & Transfer Station
Alameda County Superior Court Case No. RG20075373

Calculation of Individual Settlement Payments: Each Class Member's share of the Maximum Settlement Amount will be calculated based upon his or her "Compensable Workweeks," or the total number of weeks he or she worked for BLT Enterprises of Fremont, LLC dba Fremont Recycling & Transfer Station. ("Defendant") in California as a non-exempt, hourly employee during the time period from September 30, 2016 to January 5, 2023 (the "Class Period"). In addition, all non-exempt, hourly employees who worked for Defendant in California during the time period of July 17, 2019 to January 5, 2023 (the "PAGA Period") ("Aggrieved Employees") will receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on the number of pay periods they worked during the PAGA Period ("PAGA Pay Periods").

Your Compensable Workweeks and Estimated Individual Settlement Payment: According to Defendant's records, your Compensable Workweeks are <<CompWW>>, and your PAGA Pay Periods are <<PAGAPP>>. Based on the number of Compensable Workweeks and PAGA Pay Period, your estimated Individual Settlement Payment is <<EstSettPayment>>. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Compensable Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Compensable Workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of weeks you claim you performed work as a non-exempt, hourly employee of Defendant at any time between September 30, 2016 to January 5, 2023. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below, postmarked within 45 days of the mailing of this Notice, or no later than [Response Deadline].

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[Address]

[City, State Zip]

[Telephone Number]

If you dispute the number of Compensable Workweeks stated above, the Settlement Administrator will evaluate any evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which you may be entitled.