

1 Heather Davis (SBN 239372)
2 heather@protectionlawgroup.com
3 Amir Nayebdadash (SBN 232204)
4 amir@protectionlawgroup.com
5 S. Emi Minne (SBN 253179)
6 emi@protectionlawgroup.com
7 **PROTECTION LAW GROUP LLP**
8 237 California Street
9 El Segundo, California, 90245
10 Telephone: (424) 290-3095
11 Facsimile: (866) 264-7880

12 Attorneys for Plaintiffs
13 ALEJANDRO MICHEL, RODERICK HATTER,
14 JOSE LEMUS, and DIEGO ARTEAGA

15 *[Additional counsel listed on next page]*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **COUNTY OF LOS ANGELES**

18 ALEJANDRO MICHEL, on behalf of himself
19 and all others similarly situated,

20 Plaintiff,

21 vs.

22 UNIVERSAL WASTE SYSTEMS, INC., a
23 California corporation; MARK STEVEN
24 BLACKBURN, an individual; and DOES 1
25 through 100, inclusive,

26 Defendants.

Case Nos.: 19STCV46181 (*Michel v.*
Universal Waste Systems, Inc.)
19STCV37302 (*Mariscal, et al. v.*
Universal Waste Systems, Inc.)
21STCV01963 (*Arteaga v.*
Universal Waste Systems, Inc.)

27 **JOINT STIPULATION OF CLASS**
28 **ACTION AND PAGA SETTLEMENT**

Complaint Filed: October 18, 2019
Trial date: Not Set

1 RICARDO MARISCAL, individually, and on
2 behalf of other members of the general public
3 similarly situated; RODERICK HATTER,
4 individually, and on behalf of other members of
5 the general public similarly situated; JOSE
6 LEMUS individually, and on behalf of other
7 members of the general public similarly
8 situated;

9 Plaintiff,

10 vs.

11 UNIVERSAL WASTE SYSTEMS, INC., a
12 California corporation; and DOES 1 through
13 100, inclusive,

14 Defendants.

15 DIEGO ARTEAGA, as an aggrieved employee
16 and private attorney general,

17 Plaintiff,

18 vs.

19 UNIVERSAL WASTE SYSTEMS, INC., a
20 California corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.

David D. Bibiyan, Esq. (SBN 287811)
david@tomorrowlaw.com

Diego Aviles, Esq. (SBN 315533)
diego@tomorrowlaw.com

BIBIYAN LAW GROUP, P.C.
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555
Fax: (310) 300-1705

Steven I. Azizi, Esq. (SBN 322719)
steven@miraclemilelaw.com
Justin Hanassab, Esq. (SBN 319533)
justin@miraclemilelaw.com
MIRACLE MILE LAW GROUP
11845 West Olympic Blvd., Suite 1040W
Los Angeles, California 90064
Tel: (213) 433-3588
Fax: (888) 224-4132

Attorneys for Plaintiffs
ALEJANDRO MICHEL, RODERICK HATTER
and JOSE LEMUS

Shiva Shirazi Davoudian
sdavoudian@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067.3107
Telephone: (310) 553-0308
Facsimile: (310) 553-5583

Williams A. Cosmopulos
bcosmopulos@littler.com
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94101
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

Attorneys for Defendants
UNIVERSAL WASTE SYSTEMS, INC. and
MARK STEVEN BLACKBURN

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Alejandro Michel, Roderick Hatter, Jose Lemus, and Diego Arteaga, individually and on behalf of the Settlement Class, and Defendants Universal Waste Systems, Inc. and Mark Steven Blackburn.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Actions” collectively refers to the court actions entitled “*Alejandro Michel v. Universal Waste Systems, Inc., et al.*” (Los Angeles County Superior Court Case No. 19STCV46181), *Ricardo Mariscal, et al. v. Universal Waste Systems, Inc.* (Los Angeles County Superior Court Case No. 19STCV37302), and *Diego Arteaga v. Universal Waste Systems, Inc.* (Los Angeles County Superior Court Case No. 21STCV01965). As condition of this Agreement, the Parties have agreed that they will file a joint stipulation to consolidate the *Arteaga* Action with the *Michel and Mariscal* Actions for settlement purposes in conjunction with Plaintiffs’ motion for preliminary approval, as set forth in more detail below.

3. “Artega Action” means the court action entitled *Diego Arteaga v. Universal Waste Systems, Inc.* (Los Angeles County Superior Court Case No. 21STCV01965)

4. “Class Counsel” means Protection Law Group, LLP, Bibiyan Law Group, P.C., and Miracle Mile Law Group.

5. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and their expenses and costs incurred in connection with the Actions, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, i.e. Three Hundred Twenty-Five Thousand Five Hundred Dollars (\$325,500.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Actions, not to exceed Sixty Thousand Dollars (\$60,000.00), subject to the Court’s approval. Defendants have agreed not to

1 oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount
2 set forth above.

3 6. "Class List" means a complete list of all Class Members and PAGA Members that
4 Defendants will diligently and in good faith compile from their records and provide to the
5 Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this
6 Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and
7 will include Class Members' and PAGA Members': (1) full name; (2) last known home address;
8 (3) last known telephone number; (4) social security number; (5) start and end dates of active
9 employment as a non-exempt employee of Defendant Universal Waste Systems, Inc. in the State
10 of California; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA
11 Period; (8) the amount of any payments made by Defendants to each Class Member as part of the
12 Prior Release Payments; and (9) any other information required by the Settlement Administrator
13 in order to effectuate the terms of the Settlement.

14 7. "Class" or "Class Members" means all current and former hourly-paid, non-exempt
15 employees of Defendant Universal Waste Systems, Inc. who were employed by Defendant
16 Universal Waste Systems, Inc. in the State of California at any time during the Class Period.

17 8. "Class Period" means the period from October 18, 2015, until the date of
18 preliminary approval of the Settlement Agreement by the Court, or, July 23, 2021, whichever date
19 occurs earlier.

20 9. "Class Representatives" means Plaintiffs Alejandro Michel, Roderick Hatter, Jose
21 Lemus and Diego Arteaga in their capacity as representatives of the Participating Class Members
22 and PAGA Members.

23 10. "Class Representative Enhancement Payment" means the amount that the Court
24 authorizes to be paid to Plaintiffs Alejandro Michel, Roderick Hatter, Jose Lemus and Diego
25 Arteaga, in addition to their Individual Settlement Payments, in recognition of the efforts and risks
26 they have taken in assisting with the prosecution of the Actions and in exchange for the General
27 Release of their claims as provided herein.

1 11. “Court” means the Superior Court of the State of California for the County of Los
2 Angeles.

3 12. “Defendants” collectively refers to Universal Waste Systems, Inc. and Mark Steven
4 Blackburn.

5 13. “Effective Date” means: the date when all of the following events have occurred:
6 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’
7 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Notice has been
8 mailed to the Class Members, providing them with an opportunity to object to the terms of the
9 Settlement or opt out of the Settlement; (4) the Court has held a formal fairness hearing and entered
10 the Court’s Final Approval Order and Judgment; and (5) the later of the following events: (A) if
11 no timely objections are filed, or if all objections are withdrawn, the date upon which the Court
12 enters the Final Approval Order and Judgment; or (B) in the event there are written objections filed
13 prior to the formal fairness hearing which are not later withdrawn or denied, the later of the
14 following events: (i) when the period for filing any appeal, writ or other appellate proceeding
15 opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having
16 been filed; (ii) when any appeal, writ or other appellate proceeding opposing the Settlement has
17 been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii)
18 when any appeal, writ or other appellate proceeding has upheld the Court’s Final Order and
19 Judgment with no right to pursue further remedies or relief.

20 14. “Final Approval” means the date the Court enters an order granting final approval
21 of the Settlement Agreement.

22 15. “Final Approval Order and Judgment” mean the judgment and order entered by the
23 Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes
24 of California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of
25 Court, Rule 3.769(a).

26 16. “Gross Settlement Amount” means the sum of Nine Hundred Thirty Thousand
27 Dollars (\$930,000.00) to be paid by Defendants in full satisfaction of all of Defendants’ liabilities
28 in the Actions, including Class Counsel’s Fees and Costs, Class Representative Enhancement

1 Payments, Payments to Class Members, PAGA Payment, and Settlement Administration Costs.
2 The Parties agree that Defendants shall receive a credit towards the Gross Settlement Amount in
3 the amount of Two Hundred Eighty-Six Thousand Seven Hundred and Fifty Dollars (\$286,750.00)
4 for Prior Release Payments already paid to Class Members by Defendants. Thus, the additional
5 total payment to be made by Defendants in connection with the Settlement shall be Six Hundred
6 Forty-Three Thousand Two Hundred Fifty Dollars (\$643,250.00) The Gross Settlement Amount
7 does not include any employer-side taxes and withholdings, which will be calculated by the
8 Settlement Administrator and separately paid for by Defendants. The Gross Settlement Amount is
9 non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

10 17. "Individual Settlement Payment" means the amount payable from the Net
11 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
12 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
13 Payments shall be paid by a Settlement Check made payable to Participating Class Members
14 and/or PAGA Members. Any Participating Class Members who received payments from the Prior
15 Release Payments made by Defendants shall have such amounts credited against their Individual
16 Settlement Payment. However, if a Participating Class Member received more from their Prior
17 Release Payment that they would have received from the Settlement Administrator's calculation
18 of their Individual Settlement Payment, they shall nevertheless receive a payment of at least five
19 dollars (\$5.00) for the class portion of their Individual Settlement Payment. "LWDA Letters"
20 refers collectively the letters submitted to the LWDA by Plaintiff Alejandro Michel on December
21 26, 2019 and by Plaintiff Diego Arteaga on July 17, 2020 and December 22, 2020, pursuant to
22 California Labor Code 2698, et seq.

23 18. "*Michel/Mariscal Action*" means the court actions entitled "*Alejandro Michel v.*
24 *Universal Waste Systems, Inc., et al.*" (Los Angeles County Superior Court Case No.
25 19STCV46181) and *Ricardo Mariscal, et al. v. Universal Waste Systems, Inc.* (Los Angeles
26 County Superior Court Case No.19STCV37302).

27 19. "Net Settlement Amount" means the funds available for payments to Class
28 Members, which shall be the amount remaining after the following amounts are deducted from the

1 Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
2 Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the
3 PAGA Payment to the LWDA and PAGA Members.

4 20. “Notice” means the Notice of Class Action Settlement in a form substantially
5 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ and PAGA
6 Members’ last known addresses and which will provide Class Members and PAGA Members with
7 information regarding the Actions and information regarding the settlement of the Actions.

8 21. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
9 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

10 22. “PAGA Payment” means the amount that the Parties have agreed to allocate in
11 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
12 2698, *et seq.*)(“PAGA”). The Parties have agreed that One Hundred Thousand Dollars
13 (\$100,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs’
14 PAGA Claims. Seventy Five Percent (75%) of this amount (\$75,000.00) will be paid to the
15 California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et*
16 *seq.* Twenty Five Percent (25%) of this amount (\$25,000.00), will be distributed to PAGA
17 Members. PAGA Members will receive payment from the employee portion of the PAGA
18 Payment regardless of their decision to participate in the class action if the PAGA Payment is
19 approved by the Court.

20 23. “PAGA Period” means the period from December 16, 2018, until the date of
21 preliminary approval of the settlement by the Court, or, July 23, 2021, whichever date occurs
22 earlier.

23 24. “PAGA Members” means all current and former non-exempt employees of
24 Defendant Universal Waste Systems, Inc. who were employed by Defendant Universal Waste
25 Systems, Inc. in the state of California at any time during the PAGA Period.

26 25. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean
27 either Plaintiffs or Defendants, individually.

1 26. “Participating Class Members” means all Class Members who do not submit valid
2 and timely Requests for Exclusion.

3 27. “Plaintiffs” means Plaintiffs Alejandro Michel, Roderick Hatter, Jose Lemus, and
4 Diego Arteaga.

5 28. “Preliminary Approval” means the date the Court enters an order granting
6 preliminary approval of the Settlement Agreement.

7 29. “Prior Release Payments” means the Two Hundred Eighty-Six Thousand Seven
8 Hundred and Fifty Dollars (\$286,750.00) release payments Defendants certify they have already
9 been made to Class Members following the filing of the Actions. Defendants further certify that
10 349 Class Members who worked 48,092 Workweeks received Prior Release Payments, and that as
11 of May 20, 2021, 119 Class Members have not received Prior Release Payments. The Parties agree
12 that Defendant will receive a credit for the \$286,750.00 in Prior Release Payments towards the
13 Gross Settlement Amount.

14 30. “Objection” means a Class Member’s valid and timely written objection to the
15 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
16 address, telephone number, last four digits of the employee’s social security number or employee
17 ID number and (b) a written statement of all grounds for the objection accompanied by legal
18 support, if any, for such objection.

19 31. “Released Class Claims” means all claims rights, demands, liabilities, and causes
20 of action, whether statutory, in tort, contract, or otherwise, alleged in the Actions and LWDA
21 Letters or that could have been alleged based on the facts pleaded in the Actions and LWDA
22 Letters, arising during the period from October 18, 2015 through July 23, 2021, or preliminary
23 approval (whichever is earlier), including but not limited to claims under the California Labor
24 Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other
25 provisions of law, for failure to correctly calculate or pay wages (including minimum wages,
26 regular wages, overtime wages, double time wages, reporting time wages, vacation wages, sick
27 pay), failure to provide compliant meal periods and associated premium pay, failure to provide
28 compliant rest periods and associated premium pay, failure to provide compliant wage statements,

1 failure to timely pay wages upon termination of employment, failure to timely pay wages during
2 employment, failure to maintain requisite payroll records, unreimbursed business expenses,
3 including Labor Code sections section 210, 226.3, 227.3, 1197.1, 558 and 2699, and unfair or
4 unlawful business practices in violation of California Business and Professions Code § 17200, et
5 seq. Class Release also means any claims, rights, demands, liabilities, damages, wages, benefits,
6 expenses, interest, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or
7 remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise
8 from the receipt of any monies as a result of this Settlement by any Participating Class Member.

9 32. "Released PAGA Claims" means claims, rights, demands, liabilities and causes of
10 actions for the recovery for civil penalties, attorneys' fees and costs permissible under the
11 California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq.
12 which Plaintiffs and/or the PAGA Members had, or may claim to have, against Released Parties,
13 arising out of the violations alleged in the Complaint or the PAGA Letters or reasonably could
14 have been alleged based on the facts and legal theories contained in the Complaint or the PAGA
15 Letters, arising during the period from December 26, 2018 through July 23, 2021, or preliminary
16 approval (whichever is earlier), including claims for failure to correctly calculate or pay wages
17 (including minimum wages, regular wages, overtime wages, double time wages, reporting time
18 wages, vacation wages, sick pay), failure to provide compliant meal periods and associated
19 premium pay, failure to provide compliant rest periods and associated premium pay, failure to
20 provide compliant wage statements, failure to timely pay wages upon termination of employment,
21 failure to timely pay wages during employment, failure to maintain requisite payroll records,
22 unreimbursed business expenses, including violations of Labor Code sections 201, 202, 203, 204,
23 226(a), 226.2, 226.3, 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198,
24 2800, 2802, and 2698, *et seq.*, restitution, statutory and civil penalties, interest, fees, and costs.

25 33. "Released Parties" means Defendants Universal Waste Systems, Inc. and Mark
26 Steven Blackburn, and their past, present and/or future, direct and/or indirect, officers, directors,
27 members, managers, employees, agents, representatives, attorneys, insurers, partners, investors,
28

shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

34. “Request for Exclusion” (i.e. an “Opt Out”) means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Actions. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the class settlement reached in the matter of *Michel v. Universal Waste Systems, Inc.* I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

35. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the settlement.

36. “Settlement” means the disposition of the Actions pursuant to this Agreement.

37. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

38. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, issuing of 1099 and W-2 IRS Forms and all required tax reporting, distributing the Gross Settlement Amount, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties and/or the Court. Settlement Administration Costs shall not exceed Twenty Thousand Dollars (\$20,000). Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Amount.

39. “Universal Waste Systems” means Defendant Universal Waste Systems, Inc.

40. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day for Defendant Universal Waste Systems, Inc.

TERMS OF AGREEMENT

41. Filing of Consolidated Amended Complaint: The Parties shall file a stipulation and order to consolidate the *Arteaga* Action with the *Michel/Mariscal* Action for settlement purposes only in conjunction with Plaintiffs' Motion for Preliminary Approval of the Settlement Agreement. The stipulation to consolidate will further request that Plaintiffs be permitted to file a consolidated Second Amended Complaint in the *Michel/Mariscal* Action that includes: (1) all Plaintiffs, (2) all of the alleged Labor Code violations alleged in the complaints filed in the *Michel/Mariscal* and *Arteaga* Actions, and (3) all allegations in the letters submitted by Plaintiff Diego Arteaga to the

California Labor Workforce and Development Agency on July 17, 2020 and December 22, 2020. The Parties shall request that the settlement approval proceedings be conducted before the Honorable Ann I. Jones.

42. Settlement Consideration: Defendants shall fund the Gross Settlement Amount (less the amounts already paid by Defendants in the Prior Release Payments) and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth in Paragraph 44 below, Defendants shall not be required to pay more than the Gross Settlement Amount (inclusive of Prior Release Payments already paid). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

43. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount was based on Defendants' representation that Class Members worked a total of 62,124 Workweeks between October 18, 2015 to May 20, 2021 ("Certified Workweek Amount"). Should the actual number of Workweeks for Class Members between October 18, 2015 and May 20, 2021 exceed the Certified Workweek Amount by more than ten percent (10%), the Gross Settlement Amount shall increase on a *pro-rata* basis equal to the percentage increase between the Certified Workweek Amount and the number of actual Workweeks worked by the Class Members. For example, if the number of actual Workweeks increases by 11% to 68,336 Workweeks, the Gross Settlement Amount will increase by 1%.

44. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount (less the amounts already paid by Defendants in the Prior Release Payments) and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement

1 Administrator to calculate necessary payroll taxes including its official name, 8 digit state
2 unemployment insurance tax ID number, and other information requested by the Settlement
3 Administrator, no later than seven (7) calendar days after the Effective Date.

4 45. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
5 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
6 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development
7 Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs
8 and (e) Settlement Administration Costs.

9 46. Attorneys' Fees and Costs: Defendants agree not to oppose any application or
10 motion by Class Counsel for attorneys' fees of not more than thirty-five percent (35%) of the Gross
11 Settlement Amount, i.e. Three Hundred Twenty-Five Thousand Five Hundred Dollars
12 (\$325,000.00), plus the reimbursement of costs and expenses associated with the litigation and
13 settlement of the Actions, in an amount not to exceed Sixty Thousand Dollars (\$60,000.00), both
14 of which will be paid from the Gross Settlement Amount. Defendants agree that they shall not
15 oppose Plaintiffs' contention that the filing of the Actions had the catalytic effect of prompting
16 Defendants to pay the \$286,750 in Prior Release Payments to Class Members, and that Class
17 Counsel should recover attorney's fees for their roles in securing the Prior Release Payments.
18 Defendants and Defendants' counsel agree to provide Class Counsel with a declaration confirming
19 that Defendants' payment of the Prior Release Payments was prompted by the filing of the Actions
20 should the Court require additional information in support of any Plaintiffs' requested fee award
21 or if necessary to obtain approval of Plaintiffs' requested fee award. Any portion of the requested
22 fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement
23 Amount and distributed to Participating Class Members as provided in this Agreement.

24 47. Class Representative Enhancement Payment: Defendants agree not to oppose or
25 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments
26 of Five Thousand Dollars (\$5,000) each for Plaintiffs Alejandro Michel, Roderick Hatter, Jose
27 Lemus and Diego Arteaga. The Class Representative Enhancement Payments are in exchange for
28 the General Release of the Plaintiffs' individual claims and for their time, effort and risk in

bringing and prosecuting the Actions. Any portion of the requested Class Representative Enhancement Payments that is not awarded to Plaintiffs shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

48. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Twenty- Thousand Dollars (\$20,000).

49. PAGA Payment: One Hundred Thousand Dollars (\$100,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Seventy-Five Thousand Five Hundred Dollars (\$75,000.00), to the California Labor and Workforce Development Agency ("LWDA"). Twenty-Five Thousand Dollars (\$25,000), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

50. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	930,000.00 ¹
Enhancement Payments:	\$	(20,000.00)
Class Counsel's Fees:	\$	(325,000.00)
Class Counsel's Costs:	\$	(60,000.00)
PAGA Payment	\$	(100,000.00) ²
Settlement Administration Costs:	\$	<u>(20,000.00)</u>

¹ The Prior Release Payments are included in the Gross Settlement Amount but shall not be required to be funded by Defendants as these funds are intended to compensate Defendants for the sums already paid.

² The PAGA Payment shall be allowed with 75% of this amount (i.e. \$75,000) to be distributed to the LWDA and the remaining 25% distributed to the PAGA Members as set forth in this Agreement.

Estimated Net Settlement Amount \$ \$405,000.00

51. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount. Any Participating Class Members who received payment from the Prior Release Payments made by Defendants shall have such amounts credited against the class portion of their Individual Settlement Payment. However, if a Participating Class Member would receive less under the Settlement than they received from a Prior Release Payment, they shall receive a payment of at least Five Dollars (\$5.00) for the class portion of his/her Individual Settlement Payment. In calculating the Individual Settlement Payments to Participating Class Members, the Settlement Administrator shall undertake all necessary calculations to ensure that Defendant receives the full \$286,750.00 credit for Prior Release Payments, and that the maximum amount paid by Defendants under the Settlement (inclusive of the Prior Release Payments and exclusive of any employer-side payroll taxes) shall not exceed the Gross Settlement Amount of \$930,000.00.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The

1 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all
2 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's
3 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate
4 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this
5 portion of their Individual Settlement Payment regardless of their decision to opt-out of the class
6 settlement.

7 b) Allocation of Individual Settlement Payments: All Individual Settlement
8 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
9 Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty
10 percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment
11 allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The
12 remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement
13 Administrator.

14 52. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
15 Participating Class Members under this Settlement, as well as any other payments made pursuant
16 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
17 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
18 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
19 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
20 affect any rights, contributions, or amounts to which any Class Members may be entitled under
21 any benefit plans.

22 53. Settlement Administration Process: The Parties agree to cooperate in the
23 administration of the Settlement and to make all reasonable efforts to control and minimize the
24 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
25 provide the following services:

- 26 a) Establish and maintain a Qualified Settlement Fund.
27 b) Calculate the Individual Settlement Payment each Participating Class
28

Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.

- c) Print and mail the Notice in both Spanish and English.
- d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- e) Process Requests for Exclusion, field inquiries from Class Members,
- f) Print and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.
- h) Provide weekly status reports to counsel for the Parties.
- i) Posting a notice of final judgment online at Settlement Administrator's website.

54. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendants fail to comply, Plaintiffs shall have the right to void the Agreement. However, prior to exercising this option to void the Agreement, Plaintiff's counsel shall meet and confer with Defendant's counsel in good faith to ensure that the Class List is delivered to the Settlement Administrator.

55. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

56. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto.

1 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
2 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
3 the correct address using a skip-trace, or other search using the name, address and/or Social
4 Security number of the Class Member involved, and will then perform a single re-mailing. If any
5 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a
6 current employee, then Defendants shall make all reasonable efforts to obtain the current address
7 from the Class Member and provide the same within seven (7) calendar days of notice from the
8 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-
9 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or
10 (b) the Response Deadline to postmark a Request for Exclusion, or an objection to the Settlement.

11 57. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
12 Notice will provide: (a) information regarding the nature of the Actions; (b) a summary of the
13 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks the
14 respective Class Member worked for Defendant Universal Waste Systems, Inc. during the
15 Settlement Class Period; (e) the Class Member's estimated Individual Settlement Payment and the
16 formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
17 Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion,
18 Objections to the Settlement, or Workweek Disputes; (h) the claims to be released, as set forth
19 herein; and (j) the date for the final approval hearing.

20 58. Disputed Information on Notice: Class Members will have an opportunity to
21 dispute the information provided in their Notice. To the extent Class Members dispute the number
22 of Workweeks with which they have been credited or the amount of their Individual Settlement
23 Payment, Class Members may produce evidence to the Settlement Administrator showing that
24 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
25 records will be presumed determinative. However, if a Class Member produces evidence to the
26 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
27 Member and the Parties will make the final decision as to the number of eligible Workweeks that
28 should be applied and/or the Individual Settlement Payment to which the Class Member may be

entitled. If the Parties do not agree, the dispute will be submitted to the Court.

59. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

60. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Actions must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Michel v. Universal Waste Systems, Inc.* I understand that by excluding myself, I will not receive money from the settlement of my individual claims." The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Actions will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

61. Defendants' Right to Rescind: If more than ten percent (10%) of the outstanding

1 Workweeks (rounded to the next whole number) elect not to participate in the Settlement,
2 Defendants may, at their election, rescind the Settlement Agreement and all actions taken in
3 furtherance of it will be thereby null and void. Defendants must meet and confer with Class
4 Counsel prior to exercising this right, and must make clear their intent to rescind the Agreement
5 within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these
6 opt-outs. If Defendants exercise their right to rescind the Agreement, Defendants shall be
7 responsible for all Settlement Administration Costs incurred to the date of rescission.

8 62. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class
9 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
10 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
11 Claims, as well as any Final Approval Order and Judgment that may be entered by the Court if it
12 grants final approval of the Settlement. Class Members who opt-out of the Settlement shall not be
13 bound by such Final Approval Order and Judgment or release. The names of Class Members who
14 have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs and
15 Defendants and noted in the proposed Final Approval Order and Judgment submitted to the Court.

16 63. Objection Procedures: To object to the Settlement, a Participating Class Member
17 must postmark a valid Objection to the Settlement Administrator on or before the Response
18 Deadline. The Objection must be signed by the Participating Class Member and contain all
19 information required by this Settlement Agreement including the employees full name, address,
20 telephone number, the last four digits of their social security number and/or Employee ID number,
21 and the specific reason including any legal grounds for the Participating Class Members objection.
22 The postmark date will be deemed the exclusive means for determining that the Notice of
23 Objection is timely. Participating Class Members who fail to object in the manner specified above
24 will be foreclosed from making a written objection, but shall still have a right to appear at the Final
25 Approval Hearing in order to have their objections heard by the Court. At no time will any of the
26 Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to
27 submit written objections to the Settlement or appeal from the Final Approval Order and Judgment.
28 Class Counsel will not represent any Class Members with respect to any objections to this

1 Settlement.

2 64. Certification Reports Regarding Individual Settlement Payment Calculations: The
3 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report
4 which certifies: (a) the number of Class Members who have submitted valid Requests for
5 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
6 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
7 Administrator will provide to counsel for both Parties any updated reports regarding the
8 administration of the Settlement Agreement as needed or requested.

9 65. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
10 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
11 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash their
12 Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court
13 approval, shall be distributed to the Controller of the State of California to be held pursuant to the
14 Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those
15 Participating Class Members and PAGA Members who did not cash their checks until such time
16 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"
17 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
18 out to Participating Class Members and PAGA Members, whether or not they all cash their
19 Settlement Checks or PAGA payment checks. Therefore, Defendants will not be required to pay
20 any interest on such amounts. The Individual Settlement Payments provided to Participating Class
21 Members and to PAGA Members shall prominently state the expiration date or a statement that
22 the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
23 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
24 Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed
25 by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

26 66. Administration of Taxes by the Settlement Administrator: The Settlement
27 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
28 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant

1 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
2 taxes and penalties to the appropriate government authorities.

3 67. Tax Liability: Defendants make no representation as to the tax treatment or legal
4 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
5 not relying on any statement, representation, or calculation by Defendants or by the Settlement
6 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that
7 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
8 described herein. Defendants' share of any employer payroll taxes and other required employer
9 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendants'
10 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
11 Amount.

12 68. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
13 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
14 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
15 communication or disclosure between or among the Parties or their attorneys and other advisers,
16 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
17 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
18 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
19 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
20 connection with this Agreement, (b) has not entered into this Agreement based upon the
21 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
22 entitled to rely upon any communication or disclosure by any attorney or adviser to any other party
23 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
24 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
25 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
26 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this Agreement.

28 69. No Prior Assignments: The Parties and their counsel represent, covenant, and

warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

70. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating Class Members shall fully release and discharge the Released Parties from any and all Released Class Claims for the Class Period. This release shall be binding on all Participating Class Members.

71. Release by PAGA Members, the LWDA and the State of California: Upon the complete funding of the Gross Settlement Amount, all PAGA Members, the LWDA, and State of California shall fully release and discharge the Released Parties from any and all Released PAGA Claims for the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall release claims arising under the PAGA regardless of their decision to participate in the class settlement. PAGA Members who exclude themselves from the settlement of class claims, shall still receive an individual PAGA payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

72. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the Gross Settlement Amount, Plaintiffs agree—on behalf of themselves only—to the additional following General Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all Released Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not

known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553)

73. Neutral Employment Reference: Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall only provide the requested Plaintiffs' dates of employment, job titles during employment, and final rate of pay. Defendants shall not refer to the Actions or this Settlement

74. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Class Counsel shall provide Defendants' counsel an opportunity to review Plaintiffs' motion for preliminary approval and provide comments prior to filing; however, Class Counsel shall have discretion as to whether

1 incorporate such comments in the motion for preliminary approval, and Defendants agree that they
2 will not oppose Plaintiffs' motion for preliminary approval.

3 75. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
4 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
5 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
6 determine the Final Approval of the Settlement Agreement along with the amounts properly
7 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
8 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class
9 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class
10 Counsel shall provide Defendants' counsel an opportunity to review Plaintiffs' motion for final
11 approval and provide comments prior to filing; however, Class Counsel shall have discretion as to
12 whether incorporate such comments in the motion for final approval, and Defendants agree that
13 they will not oppose Plaintiffs' motion for preliminary approval.

14 76. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
15 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Final
16 Approval Order and Judgment to the Court for its approval. After entry of the Final Approval
17 Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:
18 (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
19 matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth
20 in this Settlement. The Parties shall request that pursuant to California Rule of Court 3.771(b), the
21 Court approve that Notice of Entry of Judgment and the Final Order will be posted by the
22 Settlement Administrator on its website within three (3) days of Entry of the Final Order and that
23 Notice of Entry of the Final Order need not be additionally mailed to the Settlement Class.

24 77. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendants'
25 counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the
26 Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement
27 as provided herein; (b) the Court strikes or does not approve any material term of this Settlement
28 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for

any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions prior to the Settlement. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any issues raised by the Court prior to invoking their right to nullify the Settlement under this provision, and if unable to do so, the Parties further agree that they will return to and attend mediation with Steve Mehta in an effort to reach a settlement that may be approved by the Court.

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

79. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

80. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

81. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become

necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

82. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

83. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

84. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

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

86. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

87. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

88. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the

1 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
2 that certification for purposes of the Settlement is not an admission that class action certification
3 is proper under the standards applied to contested certification motions and that this Agreement
4 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
5 should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than
6 according to the Settlement's terms.

7 89. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
8 dispute that has arisen between them and to avoid the burden, expense and risk of continued
9 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
10 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
11 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
12 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
13 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
14 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
15 as an admission or concession by Defendants of any such violations or failures to comply with any
16 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
17 Agreement and its terms and provisions shall not be offered or received as evidence in any action
18 or proceeding to establish any liability or admission on the part of Defendants or to establish the
19 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
20 local or other applicable law.

21 90. Captions: The captions and section numbers in this Agreement are inserted for the
22 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of this Agreement.

24 91. Waiver: No waiver of any condition or covenant contained in this Settlement
25 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
26 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
27 right or remedy.

28 92. Enforcement Action: In the event that one or more of the Parties institutes any legal

1 action or other proceeding against any other Party or Parties to enforce the provisions of this
2 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
3 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
4 and costs, including expert witness fees incurred in connection with any enforcement actions.

5 93. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
6 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
7 against one Party than another merely by virtue of the fact that it may have been prepared by
8 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
9 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

10 94. Representation By Counsel: The Parties acknowledge that they have been
11 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
12 and that this Agreement has been executed with the consent and advice of counsel and reviewed
13 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
14 Agreement.

15 95. All Terms Subject to Final Court Approval: All amounts and procedures described
16 in this Settlement Agreement herein will be subject to final Court approval.

17 96. Cooperation and Execution of Necessary Documents: The Parties agree to
18 cooperate to promote participation in the Settlement, and in seeking court approval of the
19 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
20 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
21 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
22 Member for the Workweeks, Released Class Claims, and Released PAGA Claims being released
23 by Class Members in this Settlement. The Parties agree to work in good faith to reach an agreement
24 approved by the Court.

25 97. Confidentiality: The Parties and their counsel agree to keep the terms of the
26 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,
27 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,
28 initiate any contact with the press, respond to any press inquiry or have any communication with

the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

98. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

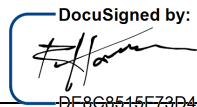
Dated: _____

PLAINTIFF

By: _____
Alejandro Michel

9/10/2021
Dated: _____

PLAINTIFF

By:  _____
Roderick Hatter

Dated: _____

PLAINTIFF

By: _____
Jose Lemus

Dated: _____

PLAINTIFF

By: _____
Diego Arteaga

the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

98. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Dated: _____

PLAINTIFF

By: _____
Alejandro Michel

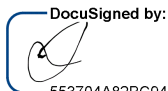
Dated: _____

PLAINTIFF

By: _____
Roderick Hatter

Dated: 9/10/2021

PLAINTIFF

By:  _____
Jose Lemus

Dated: _____

PLAINTIFF

By: _____
Diego Arteaga

the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

98. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Dated: _____

PLAINTIFF

By: _____
Alejandro Michel

Dated: _____

PLAINTIFF

By: _____
Roderick Hatter

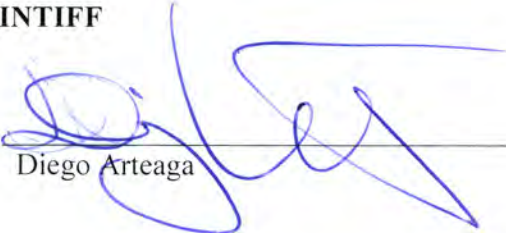
Dated: _____

PLAINTIFF

By: _____
Jose Lemus

Dated: 9-13-21

PLAINTIFF

By: 
Diego Arteaga

1 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
2 Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by
3 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
4 Settlement Agreement or limit Class Counsel's communications with the Class Members in
5 furtherance of approval of this Settlement.

6 98. Binding Agreement: The Parties warrant that they understand and have full
7 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
8 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
9 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
10 provisions that otherwise might apply under federal or state law.

11
12 Dated: Sep 15, 2021

PLAINTIFF

13 
14 By: Alejandro michel (Sep 15, 2021 12:11 PDT)
15 Alejandro Michel

16 Dated: _____

PLAINTIFF

17
18 By: _____
19 Roderick Hatter

20 Dated: _____

PLAINTIFF

21
22 By: _____
23 Jose Lemus

24 Dated: _____

PLAINTIFF

25
26 By: _____
27 Diego Arteaga
28

1 Dated: _____
2
3

PROTECTION LAW GROUP, LLP

4 By: _____

Amir Nayebdadash, Esq.

Attorneys for Plaintiffs Alejandro Michel,
Roderick Hatter, Jose Lemus, and Diego
Arteaga

5
6
7 Dated: 9/15/21
8

BIBIBYAN LAW GROUP, APC

9
10 By: _____



David D. Bibiyan, Esq.

Attorneys for Plaintiffs Alejandro Michel,
Roderick Hatter, and Jose Lemus

11
12
13
14 Dated: _____
15

MIRACLE MILE LAW GROUP

16 By: _____

Steven I. Azizi

Attorneys for Plaintiffs Alejandro Michel,
Roderick Hatter, and Jose Lemus

17
18
19
20 Dated: _____
21

**DEFENDANT
UNIVERSAL WASTE SYSTEMS, INC.**

22 By: _____

23 Name: _____

24 Title: _____
25

26 Dated: _____
27

DEFENDANT

28 By: _____

1 Dated: September 17, 2021

PROTECTION LAW GROUP, LLP

2
3 By: 

4 Amir Nayebdadash, Esq.
5 Attorneys for Plaintiffs Alejandro Michel,
6 Roderick Hatter, Jose Lemus, and Diego
7 Arteaga

8 Dated: _____

BIBIBYAN LAW GROUP, APC

9
10 By: _____

11 David D. Bibiyan, Esq.
12 Attorneys for Plaintiffs Alejandro Michel,
13 Roderick Hatter, and Jose Lemus

14 Dated: _____

MIRACLE MILE LAW GROUP

15
16 By: _____

17 Steven I. Azizi
18 Attorneys for Plaintiffs Alejandro Michel,
19 Roderick Hatter, and Jose Lemus

20 Dated: _____

**DEFENDANT
UNIVERSAL WASTE SYSTEMS, INC.**

21 By: _____

22 Name: _____

23 Title: _____

24
25 Dated: _____

DEFENDANT

26
27 By: _____

1 Dated: _____
2
3

PROTECTION LAW GROUP, LLP

4 By: _____

5 Amir Nayebdadash, Esq.
6 Attorneys for Plaintiffs Alejandro Michel,
7 Roderick Hatter, Jose Lemus, and Diego
8 Arteaga

9 Dated: _____
10

BIBIBYAN LAW GROUP, APC

11 By: _____

12 David D. Bibiyan, Esq.
13 Attorneys for Plaintiffs Alejandro Michel,
14 Roderick Hatter, and Jose Lemus

15 Dated: _____
16

MIRACLE MILE LAW GROUP

17 By: _____

18 Steven I. Azizi
19 Attorneys for Plaintiffs Alejandro Michel,
20 Roderick Hatter, and Jose Lemus

21 Dated: 9/20/21

**DEFENDANT
UNIVERSAL WASTE SYSTEMS, INC.**

22 By: _____

23 Name: Matt Blackburn

24 Title: VP

25 Dated: 9/20/21
26

DEFENDANT

27 By: _____
28

Mark Steven Blackburn

9/30/2021

Dated: _____

LITTLER MENDELSON, P.C.

By: _____



Shiva Shirazi Davoudian
Attorneys for Defendants

4835-3336-3959.1 / 105404-1003

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Alejandro Michel v. Universal Waste Systems, Inc., et. al

Los Angeles Superior Court, Case No. 19STCV46181

Ricardo Mariscal v. Universal Waste Systems, Inc.

Los Angeles Superior Court, Case No. 19STCV37302

Diego Arteaga v. Universal Waste Systems, Inc.

Los Angeles Superior Court, Case No. 21STCV01965

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt or hourly-paid employees who are or were employed by Universal Waste Systems, Inc. in the State of California at any time from October 18, 2015, through July 23, 2021.
--

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Universal Waste Systems, Inc. (“Defendant”) on October 18, 2019. Separate lawsuits were filed by other former employees on December 26, 2019 and January 21, 2021. The cases have been consolidated and are currently pending in the Los Angeles County Superior Court, Case Nos. 19STCV46181, 19STCV37302, and 21STCV01965. The consolidated cases brought by Plaintiffs are referred to in this notice as “the Lawsuit”.

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution.

Defendant denies all alleged violations and denies that it owes Class Members any damages, penalties or restitution. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Alejandro Michel, Roderick Hatter, Jose Lemus, and Diego Arteaga, also known as “Plaintiffs”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from October 18, 2015 through July 23, 2021. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Alejandro Michel, Roderick Hatter, Jose Lemus, and Diego Arteaga as the Class Representatives, and appointed their attorneys at Protection Law Group, Bibiyan Law Group, and Miracle Mile Law Group as counsel for the Class (“Class Counsel”).

The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

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

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between October 18, 2015 through July 23, 2021.

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between December 16, 2018 through July 23, 2021.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Nine Hundred and Thirty Thousand Dollars (\$930,000) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel. The Gross Settlement Amount also includes the “Prior Release Payments” previously paid by Defendant to Class Members, in the amount of Two Hundred Eighty-Six Thousand Seven Hundred and Fifty Dollars (\$286,750.00).

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or Three Hundred Twenty-Five Thousand Dollars (\$325,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Sixty Thousand Dollars (\$60,000.00);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000) to each Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated to be Twenty Thousand Dollars (\$20,000); and
- E. **PAGA Penalties** in the amount of One Hundred Thousand Dollars (\$100,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$75,000) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$25,000) will be distributed to hourly-paid, non-exempt employees of Defendant in the state of California at any time from December 16, 2018 to July 23, 2021 for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-

exempt employee of Defendant from October 18, 2015 through July 23, 2021 (“Workweeks”) and whether you previously entered a settlement with Defendant for the Released Claims.

If you previously entered a settlement with Defendant, the amount you previously received will be subtracted from your estimated share of the Net Settlement Amount. However, all Participating Class Members will receive a payment of at least \$5.00 from the Net Settlement Amount.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Class Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the class period. Your estimated Individual Settlement Payment is \$XXX.XX. This amount includes your portion from the Net Settlement Amount (minus any prior settlement payment) and, if eligible, your share of the PAGA Payment. The amount of this payment is subject to change.

This Amount was determined based on Defendant’s record of your employment between October 18, 2015 through July 23, 2021, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

ILYM GROUP, INC.

[Address]

[Telephone No].

[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Class Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiffs and all Class Members who do not submit a timely request for exclusion shall release the “Released Parties” from the “Released Claims” for the Class Period.

The “Released Parties” include Defendants Universal Waste Systems, Inc. and Mark Steven Blackburn, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Class Claims” means all claims rights, demands, liabilities, and causes of action, whether statutory, in tort, contract, or otherwise, alleged in the Actions and LWDA Letters or that could have been alleged based on the facts pleaded in the Actions and LWDA Letters, arising during the period from October 18, 2015 through July 23, 2021, or preliminary approval (whichever is earlier), including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to correctly calculate or pay wages (including minimum wages, regular

wages, overtime wages, double time wages, reporting time wages, vacation wages, sick pay), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, unreimbursed business expenses, including Labor Code sections section 210, 226.3, 227.3, 1197.1, 558 and 2699, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq. The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, interest, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any Participating Class Member. ("Released Class Claims"). This Released Class Claims pertains to the period of October 18, 2015 through July 23, 2021.

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims, rights, demands, liabilities and causes of actions for the recovery for civil penalties, attorneys' fees and costs permissible under the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. which Plaintiffs and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Letters or reasonably could have been alleged based on the facts and legal theories contained in the Complaint or the PAGA Letters, arising during the period from **December 26, 2018 through July 23, 2021, or preliminary approval (whichever is earlier)**, including claims for failure to correctly calculate or pay wages (including minimum wages, regular wages, overtime wages, double time wages, reporting time wages, vacation wages, sick pay), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain requisite payroll records, unreimbursed business expenses, including violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698, et seq., restitution, statutory and civil penalties, interest, fees, and costs. ("Released PAGA Claims"). All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Michel v. Universal Waste Systems*. I understand that by excluding myself I will not receive money from the class portion of the settlement."

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, postmarked by [DATE]. You cannot exclude yourself by phone.

ILYM Group, INC.

[Address]
[Telephone No.
[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims.

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

No (except if you worked between December 16, 2018 through July 23, 2021, in which case you will still receive the portion of your Individual Settlement Payment for Released PAGA Claims.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different Lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP, BIBIYAN LAW GROUP, P.C., and MIRACLE MILE LAW GROUP as Class Counsel. The firms' contact information is:

**PROTECTION LAW GROUP
LLP**

Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan, Esq.
Diego Aviles, Esq.
8484 Wilshire Boulevard, Suite
500
Beverly Hills, California 90211
Tel: (310) 438-5555
Fax: (310) 300-1705

MIRACLE MILE LAW GROUP

Steven I. Azizi, Esq.
Justin Hanassab, Esq.
11845 West Olympic Blvd., Suite
1040W
Los Angeles, California 90064
Tel: (213) 433-3588
Fax: (888) 224-4132

Class Counsel will ask the Court for attorneys' fees of up to \$325,000 and reimbursement of litigation cost/expenses of up to \$60,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

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

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2022], at the at the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through “LA Court Connect” at <https://www.lacourt.org/lacc/>.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.ilymgroup.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a Lawsuit, continue with a Lawsuit, or be part of any other Lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.██████████ or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE
CLERK OF THE COURT OR THE JUDGE**

4844-5787-3917.1 / 105404-1003