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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,

vs.

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

Defendants.

Case No. 34-2021-00292526

[Hon. Lauri A. Damrell, Department 28]

**DECLARATION OF ALONZO SMITH IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

Complaint Filed: January 14, 2021

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Attorneys for Plaintiff Reyes

1 I, Alonzo Smith, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Action Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Defendant Clean Harbors Environmental Services, Inc. as a field technician
10 (“Clean Harbors”) in California from October of 2018 to July of 2020. During that time period
11 I was classified by Clean Harbors as a non-exempt employee.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action litigation and claims against employers for violations of the
15 California Labor Code. I have no personal relationship or family ties to my attorneys or any
16 officer of the Court. I am not involved in any litigation against another member of the class in
17 this case and my attorneys are not working on my behalf in another capacity other than
18 representing me in this lawsuit.

19 5. I decided to file this class action lawsuit for the benefit of myself and other current
20 and former non-exempt employees who worked for Clean Harbors and be a class
21 representative because I felt that my legal rights as an employee and others like me were
22 violated. For example, while working out in the field I was rarely able to take compliant meal
23 and rest breaks because they were late, missed entirely and/or interrupted by work issues. I
24 should have received timely, uninterrupted and duty-free meal and rest periods but often this
25

26
27 DECLARATION OF ALONZO SMITH

28 Case No. 34-2021-00292526

1 did not occur. Working during a meal or rest period also meant that I did not receive wages for
2 the time I spent attending to work issues during my breaks. Moreover, Clean Harbors never
3 paid me any meal or rest break penalty payments for these violations. In addition, I received
4 non-discretionary incentive wages but these wages were not factored into my regular rate for
5 purposes of calculating my correct overtime rate during pay periods that I earned overtime. I
6 was underpaid overtime as a result. I also needed to use my personal cell phone to
7 communicate with my managers regarding work-related issues such as scheduling, shift
8 instructions or job site information. Clean Harbors did not reimburse me for the cost
9 associated with using my personal cell phone for these work-related issues.

10 6. This class action case was filed on January 14, 2021. Before the complaint was filed I
11 spoke to my attorneys several times and discussed how Clean Harbors implemented its company
12 policies and procedures. I also assisted my attorneys in their investigation into my claims by
13 providing them documents and answering their questions. I reviewed the complaint before it
14 was filed and after it was filed I was given access to an electronic file sharing program that
15 alerted me via email when important documents were filed so that I could review them and keep
16 up with the developments in the case which I understood was one of my duties as a class
17 representative. I would also call my attorneys from time to time if I had any questions about the
18 case. My attorneys were regularly available when I contacted them.

20 7. Even though this action is in the process of settling, I was and remain prepared to
21 perform all the duties of a class representative. I understand that as a class representative I
22 have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent
23

1 non-exempt employees who worked for Clean Harbors during the class period. I have
2 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the
3 members of the class and surrender any right to compromise the group action for an individual
4 gain.

5
6 8. I understood that being a plaintiff/class representative in this case meant that I was
7 seeking damages not only for myself but also other current and/or former non-exempt employees
8 working for Clean Harbors in California. I felt that this group of current and former employees
9 were not aware of their labor law rights and even if they were they would probably be
10 apprehensive about speaking up or even simply because of the time, effort and risk involved in
11 filing a class action lawsuit.

12
13 9. I understood that being a part of this lawsuit involved risks. For example, my
14 attorneys explained to me that if the case went to trial and we lost, I could be held responsible
15 to pay for all or part of the attorney fees and costs paid by Clean Harbors to defend this lawsuit.
16 Also, I knew there was a risk that future employers, if they ever found out about this lawsuit,
17 could hold it against me or downgrade me as a potential hire. As one of the named Plaintiffs in
18 this case it would not be difficult for a future employer to become aware I sued a former
19 employer for labor law violations. Ultimately I decided these risks were worth it and decided
20 to fight for my rights and the rights of others regardless of the risks, time and effort I spent on
21 this case.
22

23 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also

1 kept up to date on important developments by reviewing court filings that were made available
2 to me electronically as I described above.

3 11. A mediation took place on February 2, 2022 with Louis Marlin, an experienced
4 mediator of wage and hour class actions. Following the all-day mediation session, the parties
5 were unable to settle the action but agreed to continue to negotiate toward a potential settlement.
6 After further discussions the parties agreed to settle the action. I spoke with my attorneys
7 regarding the terms of the settlement which was reached between the parties and understood that
8 I was representing absent class members and therefore wanted the best possible result to be
9 obtained for the class and I believe a very positive result was in fact achieved via settlement. I
10 reviewed and signed the Memorandum of Understanding on April 8, 2022 and when the final
11 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
12 August 11, 2022.
13
14

15 12. I have been actively involved with this class action lawsuit performing the duties
16 described above. Although I did not keep time records, I was in regular contact with my
17 attorneys, reviewed important court filings and spent a significant amount of time on the issues
18 presented during the lawsuit and in the settlement process. I estimate that I spent
19 approximately 40-50 hours working on this case. My understanding is that future tasks may
20 require additional hours of my time. I believe I have been diligent and have done what is
21 expected of a named plaintiff and proposed class representative to date, and will continue to do
22 so. I have and always will maintain the best interest of the class.
23

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class who are in line to receive monetary payments as a result of this case and settlement. I also believe that the requested Class Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against the Clean Harbors. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. I have not entered into any undisclosed agreements nor have I received any undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as a service payment, as well as my share as a class member of the settlement fund.

17. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Clean Harbors' costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release, and in light of the size of the settlement, I believe the

1 request for \$10,000 as a Class Representative service payment is fair and reasonable.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.

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5 Executed on Oct 11, 2022, at Henderson, Nevada.
6 (city, state)

7 *Alonzo Smith*
8 Alonzo Smith (Oct 11, 2022 17:51 EDT)
9 Alonzo Smith

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