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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]

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

Date:	November 4, 2022
Time:	9:00 a.m.
Department:	28
Complaint Filed:	January 14, 2021

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

4 **I. RECITALS**

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

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

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

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

24 **II. FINDINGS**

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

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

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

10 **III. ORDERS**

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

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

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

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

1 should be finally approved as fair, reasonable, and adequate as to the members of the Class is set for
2 _____, 2023, at _____ in this Court.

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

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

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

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

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

24 15. The Court reserves the right to adjourn or continue the date of the final fairness hearing
25 and all dates provided for in the Agreement without further notice to the Class. The Court retains
26 jurisdiction to consider all further applications arising out of or connected with the Agreement.
27
28

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

4 **IT IS SO ORDERED.**

5 DATED: _____, 2022

THE HONORABLE LAURI A. DAMRELL