

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 348044 NAME: Selena Matavosian FIRM NAME: Lawyers for Justice, PC STREET ADDRESS: 410 West Arden Avenue, Suite 203 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: (818) 265-100 FAX NO.: (818) 265-1021 E-MAIL ADDRESS: selena@calliustice.com ATTORNEY FOR (name): Plaintiff Norberto Ceja	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 West Santa Ana Boulevard MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Norberto Ceja DEFENDANT/RESPONDENT: Ware Disposal, Inc. OTHER:	CASE NUMBER: 30-2021-01224571-CU-OE-CXC JUDICIAL OFFICER: William Claster
PROPOSED ORDER (COVER SHEET)	DEPT: CX-101

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Norberto Ceja

2. Title of the proposed order:
[Proposed] Order Granting Preliminary Approval of Class Action Settlement

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Hearing on Motion for Preliminary Approval of Class Action Settlement
 - b. Date and time: March 15, 2024 at 9:00 a.m.
 - c. Place: Orange County Superior Court Civil Complex Center
751 West Santa Ana Boulevard, Santa Ana, California 92701

4. The proposed order was served on the other parties in the case.

Selena Matavosian

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

NORBERTO CEJA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

WARE DISPOSAL, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01224571-CU-OE-CXC
[consolidated with 30-2021-01228821-CU-OE-
CXC]

Honorable William Claster
Department CX-101

CLASS ACTION

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

Reservation: 74227584
Date: March 15, 2024
Time: 9:00 a.m.
Department: CX-101

Complaint Filed: October 1, 2021
FAC Filed: November 20, 2023
Trial Date: None Set

1 This matter has come before the Honorable William Claster in Department CX-101 of the
2 Superior Court of the State of California, for the County of Orange, Civil Complex Center, on March
3 15, 2024 at 9:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
4 Lawyers for Justice, PC appears as counsel for Plaintiff Norberto Ceja ("Plaintiff"), individually and
5 on behalf of all others similarly situated and other aggrieved employees and Rutan & Tucker, LLP
6 appears as counsel for Defendant Ware Disposal, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Settlement Agreement and Stipulation to
12 Resolve Class Action and PAGA Claims (Settlement," "Agreement," or "Settlement Agreement"),
13 attached as "**EXHIBIT 1**" to the Declaration of Selena Matavosian in Support of Plaintiff's Motion
14 for Preliminary Approval of Class Action Settlement. This is based on the Court's determination
15 that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
20 and reasonable. It appears to the Court that extensive investigation and research have been
21 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
22 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
23 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the case. It further appears that the Settlement has been reached as the result
25 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Amount, Settlement Administration Costs,
3 and payments to the Participating Class Members and Aggrieved Employees provided thereby,
4 appears to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
19 of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 Anyone who was employed by Defendant in the State of California, as a non-exempt
23 or hourly-paid employee at any time during the Class Period. ("Class" or "Class
Members").

24 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
25 ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Norberto Ceja as the representative of the
27 Class ("Class Representative").

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1 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Upon the Court’s entry of this Order, the PAGA portion of the Settlement will be
4 considered approved. However, to minimize claims administration expenses, the PAGA Amount
5 shall not be paid and distributed until after the Final Approval Hearing, in accordance with the terms
6 of the Settlement.

7 11. Within ten (10) business days of the date on which the Court enters this Order,
8 Defendant shall provide the Settlement Administrator with the following information about each
9 Class Member: full name, Social Security Number, and last-known address, the number of
10 Workweeks credited to each Class Member during the Class Period, and the number of PAGA Pay
11 Periods credited to each Aggrieved Employee during the PAGA Period (collectively, “Class List”)
12 in conformity with the Settlement Agreement.

13 12. The Court approves, both as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as **“EXHIBIT 1.”** The Class Notice shall be provided
15 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
16 Class Notice appears to fully and accurately inform the Class Members of all material elements of
17 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an
18 Opt-Out Request, of Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods
19 credited to each of them by submitting a Workweek Dispute, and of each Participating Class
20 Member’s right and opportunity to object to the Class Settlement by submitting a written objection
21 to the Settlement Administrator. The Court further finds that distribution of the Class Notice
22 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
23 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
24 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
25 further orders the Settlement Administrator to mail the Class Notice in English and Spanish by First-
26 Class U.S. mail to all Class Members within fifteen (15) calendar days of receipt of the Class List,
27 pursuant to the terms set forth in the Settlement Agreement.

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1 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting a timely and valid Opt-out Request
4 in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
5 postmarked before the expiration of the time period commencing on the date the Class Notice is
6 mailed to Class Members and ending sixty (60) days thereafter (“Notice Period”), or, in the case of
7 a re-mailed Class Notice, the Notice Period for that Class Member shall be extended by fifteen (15)
8 calendar days. Any such person who timely and validly chooses to opt out of, and be excluded from,
9 the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be
10 bound by the Class Settlement or have any right to object, appeal, or comment thereon.
11 Nevertheless, anyone who was employed by Defendant in the State of California, as a non-exempt
12 or hourly-paid employee at any time during the PAGA Period (“Aggrieved Employees”) will be
13 bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of
14 whether they submit an Opt-Out Request. Class Members who have not submitted a timely and valid
15 Opt-Out Request (i.e., Participating Class Members) shall be bound by the Settlement Agreement
16 and any final judgment based thereon.

17 14. A Final Approval Hearing shall be held before this Court on
18 _____ at _____ a.m./p.m. in
19 Department CX-101 of the Superior Court of California for the County of Orange, Civil Complex
20 Center, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, to determine all
21 necessary matters concerning the Settlement, including: whether the proposed settlement of the
22 action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable
23 and should be finally approved by the Court; whether a judgment, as provided in the Settlement,
24 should be entered herein; whether the plan of allocation contained in the Settlement should be
25 approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and
26 determine whether to finally approve the requests for the Attorneys’ Fees and Costs, Enhancement
27 Award, Settlement Administration Costs, and allocation for the PAGA Amount.

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1 15. Class Counsel shall file a motion for final approval of the Settlement and for
2 Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs, along with
3 the appropriate declarations and supporting evidence, including the Settlement Administrator's
4 declaration, by _____, to be heard at the Final Approval Hearing.

5 16. To object to the Class Settlement, a Class Member must submit their written
6 objection to the Settlement Administrator on or before the expiration of the Notice Period. The
7 objection must be signed and must contain the information that is required, as set forth in the Class
8 Notice, including and not limited to the grounds for the objection. Participating Class Members may
9 also present their objection orally at the Final Approval Hearing, regardless of whether they have
10 submitted an objection.

11 17. The Settlement is not a concession or admission, and shall not be used against
12 Defendant as an admission or indication with respect to any claim of any fault or omission by
13 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
14 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
15 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
16 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
17 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
18 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
19 implementation, interpretation, or enforcement of the Settlement.

20 18. In the event the Settlement does not become effective in accordance with the terms
21 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
22 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
23 vacated, and the Parties shall revert back to their respective positions as of before entering into the
24 Settlement Agreement.

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1 19. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and Aggrieved Employees, and retains jurisdiction to consider all further applications
4 arising out of or connected with the Settlement.

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable William Claster
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

NORBERTO CEJA V. WARE DISPOSAL, INC.
SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE, CASE NOS. 30-2021-01224571-CU-OE-CXC AND 30-2021-01228821-CU-OE-CXC

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action and PAGA representative action settlement reached in the above-referenced cases.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action and PAGA representative action settlement has been reached between Plaintiff Norberto Ceja ("Plaintiff") and Defendant Ware Disposal, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the cases entitled *Norberto Ceja v. Ware Disposal, Inc.*, Orange County Superior Court, Case Nos. 30-2021-01224571-CU-OE-CXC ("Class Action") and Case No. 30-2021-01228821-CU-OE-CXC ("PAGA Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means anyone who was employed by Defendant in the State of California, as a non-exempt or hourly-paid employee at any time from October 1, 2017 through [date of preliminary approval of the Settlement].

"Class Member" means a member of the Class.

"Class Period" means October 1, 2017 through [date of preliminary approval of the Settlement].

"Class Settlement" means the settlement and release of all Released Class Claims (described in Section III.E below).

"Aggrieved Employees" means anyone who was employed by Defendant in the State of California, as a non-exempt or hourly-paid employee at any time from February 28, 2020 through [date of preliminary approval of the Settlement].

"PAGA Period" means the period February 28, 2020 through [date of preliminary approval of the Settlement].

"PAGA Settlement" means the settlement and release of the Released PAGA Claims (described in Section III.E below).

II. BACKGROUND OF THE ACTION

On August 24, 2021, Plaintiff provided written notice via online submission to the Labor and Workforce Development Agency (“LWDA”) and Defendant via certified mail of the specific provisions of the California Labor Code that he contends were violated (“PAGA Notice I”). On October 1, 2021, Plaintiff filed a Class Action Complaint for Damages (“Class Complaint”) in the Class Action. On October 28, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq* (“PAGA Complaint”) in the PAGA Action (the Class Action and PAGA Action are collectively referred to as the “Actions”). On May 12, 2023, Plaintiff provided written notice via online submission to the LWDA and Defendant via certified mail of a follow-up PAGA notice (“PAGA Notice II”) (the PAGA Notice I and the PAGA Notice II are collectively referred to as the “PAGA Notice Letters”). On November 20, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq*. (“First Amended Complaint”) (the Class Complaint, PAGA Complaint, and First Amended Complaint are collectively referred to as the “Operative Complaints”). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, failure to provide paid sick leave and COVID supplemental sick leave, and thereby engaged in unfair business practices and asserts that Defendant owes penalties under California Labor Code section 2698, *et seq*. (“PAGA”) Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law. Defendant asserts that at all times it has complied with federal, state, and local laws.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has preliminarily appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Norberto Ceja as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Selena Matavosian, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Ware Disposal, Inc. are:

Edson K. McClellan, Esq.
Peter Hering, Esq.
Noell Rice, Esq.
Rutan & Tucker LLP
18575 Jamboree Road., 9th Floor

Irvine, California 92612
Telephone: (714) 641-5100

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment, but you have the opportunity to dispute the PAGA Pay Periods credited to you, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Defendant does not admit that the claims in the Actions have any merit or that Defendant owes anything to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) Attorneys' Fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$612,500.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) ("Attorneys' Costs") to Class Counsel; (2) Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Actions; (3) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"). The PAGA Amount will be distributed 75% (\$112,500.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., \$37,500.00) will be distributed to Aggrieved Employees ("PAGA Payment").

B. Individual Settlement Payments and Individual PAGA Payments

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Workweeks").

To calculate each Individual Settlement Payment, the Settlement Administrator has multiplied the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's individual Workweeks during the Class Period, and the denominator of which is the total number of Workweeks of all Participating Class Members during the Class Period, to yield each Participating Class Member's Individual Settlement Payment (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest on the unpaid wages and statutory penalties, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of the payroll taxes associated with the wage portion of the Individual Settlement Payments ("Employer Payroll Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment ("Individual PAGA Payment"), regardless of whether he or she requests exclusion from the Class Settlement. Each Individual PAGA Payment has been calculated based on the number of PAGA Pay Periods of each Aggrieved Employee during the PAGA Period. To calculate each Individual PAGA Payment, the Settlement Administrator has multiplied the PAGA Payment by a fraction, the numerator of which is the Aggrieved Employee's individual PAGA Pay Periods during the PAGA Period, and the denominator of which is the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Period, to yield each Aggrieved Employee's Individual PAGA Payment (which is listed in Section III.C below).

Individual PAGA Payments will be allocated one hundred percent (100%) as penalties, and will be paid without any withholding amount and reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

C. Your Workweeks and PAGA Pay Periods Based on Defendant's Records

According to Defendant's records:

From October 1, 2017 through [Date of Preliminary Approval] (i.e., Class Period), you are credited as having worked [] Workweeks.

From February 28, 2020 through [Date of Preliminary Approval] (i.e., PAGA Period), you are credited as having worked [] PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute ("Workweek Dispute") that: (1) contains your full name, current address, and signature; (2) contains the case name and number of the Class Action (*Norberto Ceja v. Ware Disposal, Inc.*, Orange County Superior Court, Case No. 30-2021-01224571-CU-OE-CXC); (3) clearly states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and the number of Workweeks and/or PAGA Pay Periods you maintain is correct, and (4) attaches documents to demonstrate that Defendant's calculations of the Workweeks and PAGA Pay Periods for you is incorrect. The Workweek Dispute must be mailed to the Settlement Administrator at the address specified in Section IV.B. below and postmarked by [Response Deadline].

D. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and PAGA Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[]. The Individual Settlement Payment is subject to reduction for

the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

E. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Payroll Taxes, Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Released Class Claims that arose during the Class Period.

Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Payroll Taxes, Plaintiff, the State of California, and Aggrieved Employees shall be deemed to have completely released and discharged the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

“Released Class Claims” means, for the duration of the Class Period, any and all claims against Defendant and the other Released Parties that have been, or could have been, asserted against Defendant or any of the other Released Parties and that arise from the facts, matters, transactions or occurrences alleged in the Operative Complaints or that could have been alleged based on such facts alleged in the Operative Complaints. Without limiting the foregoing, and in addition to the foregoing, the Released Class Claims include claims for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to maintain accurate payroll records; failure to provide paid sick leave and COVID supplemental sick leave; violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 245-249, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the applicable California Wage Orders; all related or corresponding federal laws; violation of California Business and Professions Code § 17200 *et seq.*; and claims under California Labor Code Section 2698 *et seq.*

“Released PAGA Claims” means, for the duration of the PAGA Period, any and all claims for penalties under the California Private Attorneys General Act (California Labor Code § 2698, *et seq.*) that have been, or could have been, asserted against Defendant or any of the other Released Parties and based on the factual allegations in the Operative Complaints or PAGA Notice Letters sent by Class Counsel to the LWDA pursuant to Labor Code section 2699.3 on or about August 24, 2021 and May 12, 2023, asserting that Defendant violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing, the Released PAGA Claims include claims for failure to pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed business expenses; failure to maintain accurate payroll records; failure to provide paid sick leave and COVID supplemental sick leave; violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 245-249, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and related violations of the applicable California Wage Orders; in connection with the allegations in the PAGA Notice Letters and Actions.

“Released Parties” means and includes Defendant Ware Disposal, Inc. and its current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners (including, but not limited to, Judith Helaine Ware), shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

F. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Gross Settlement Amount (i.e., an amount of up to \$612,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty Thousand Dollars (\$20,000.00) (“Attorneys’ Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members without being paid any money to date and has been paying all litigation costs and expenses.

G. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Award”), in recognition of his services in connection with the Actions. The Enhancement Award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

H. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt-Out Requests, objections, and Workweek Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.E above.

If you are an Aggrieved Employee, you do not need to take any action in order to be issued an Individual PAGA Payment. You will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.E above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Opt-Out Request”), which must: (1) contain your full name, current address, and signature; (2) contain the name and case number of the Class Action (*Norberto Ceja v. Ware Disposal, Inc.*, Orange County Superior Court, Case No. 30-2021-01224571-CU-OE-CXC); (3) contain a written request clearly expressing your desire to be excluded from (or opt out of) the Class Settlement; and (4) be returned to the Settlement Administrator at the address specified below and postmarked by **[Response Deadline]**.

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and valid Opt-Out Request will be deemed a Participating Class Member and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

All Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.E above) and will still be issued an Individual PAGA Payment, regardless of whether they submit an Opt-Out Request.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted an Opt-Out Request, by submitting a written objection to the Settlement Administrator or by appearing in person or through counsel and orally objecting at the Final Approval Hearing, whether or not you have submitted a written objection.

An Objection must: (1) contain your full name, current address, and signature; (2) contain the name and case number of the Class Action (*Norberto Ceja v. Ware Disposal, Inc.*, Orange County Superior Court, Case No. 30-2021-01224571-CU-OE-CXC); (3) contain a statement of the specific reasons why you believe the Class Settlement is unfair or objects to the Class Settlement; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; (5) contain a statement of whether you intend to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number; and (6) be mailed to the Settlement Administrator at the address specified above in Section IV.B. and postmarked by **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX101 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk's office, located at 700 Civic Center Drive, Santa Ana, California 92701, 1st Floor, Room D 100, during business hours, or online by visiting the following website: <https://courtindex.occourts.org/>, clicking "Accept Terms" and typing in the Court Case Number "30-2021-01224571-CU-OE-CXC."

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.