

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 Cluster
Department CX-101

CLASS ACTION

**DECLARATION OF SELENA
MATAVOSIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Norberto Ceja);
and [Proposed] Order filed concurrently
herewith]

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

DECLARATION OF SELENA MATAVOSIAN

I, Selena Matavosian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Norberto Ceja (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. Since in or around October of 2008, through his work at *Lawyers for Justice, PC*, he
8 has almost exclusively focused on the prosecution of consumer and employment class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
10 fraud. While employed by *Lawyers for Justice PC*, he has argued over one hundred (100) motions,
11 taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses
12 for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together
13 with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has
14 successfully litigated cases involving the executive, administrative, and other overtime exemptions
15 to the State of California and federal overtime compensation requirements. Under his supervision,
16 *Lawyers for Justice, PC* has successfully obtained class certification by contested motion practice
17 in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or
18 representative action cases.

19 4. Arby Aiwarzian is a Member and Shareholder of *Lawyers for Justice, PC*. He
20 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
21 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
22 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
23 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
24 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
25 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
26 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
27 of the State of California and all United States District Courts in the State of California. He has
28 worked on many wage-and-hour class action and representative action cases, taking the lead in

1 taking and defending depositions, arguing motions, and attending mediations. He has played an
2 integral role in preparing matters for class certification, including and not limited to, successful
3 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
4 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
5 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
6 RG13680477). He has worked on over one hundred (100) class action or representative action
7 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
8 herein.

9 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
13 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
14 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
15 Court. She has taken and defended dozens of depositions and successfully handled motion practice
16 in class action cases regarding discovery (including and not limited to, regarding class contact
17 information), class certification (both contested class certification and stipulated class
18 certification), arbitration agreements, coordination, intervention. She has successfully handled
19 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
20 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
21 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
22 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). She also
23 has extensive experience with class action and/or representative action settlements. Under her,
24 Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification
25 and court approval process for hundreds of class action and/or representative action matters that
26 have successfully resolved. She is a member of the California Employment Lawyers Association.

27 ///

28 ///

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree from California State University, Northridge in 2019 and earned my Juris Doctor degree from Southwestern Law School in 2022. I was admitted to practice law in California in 2022. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing pleadings and motions, making court appearances, and drafting, negotiating, and finalizing settlement agreements.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

///

///

1 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer involving allegations of misclassification of
3 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
4 certification. On August 26, 2013, the court granted final approval of the class action settlement.
5 The Los Angeles County Superior Court Case Number is BC424012.

6 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a bank, involving allegations of
8 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
9 granted final approval of the class and PAGA representative action settlement. The Kern County
10 Superior Court Case Number is S-1500-CV-273194-LHB.

11 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a national wholesale distributor of
13 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
14 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
15 representative action settlement. The Sacramento County Superior Court Case Number is 34-
16 2012-00136285.

17 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class action against a multinational corporation that provides global workplace
19 solutions, involving allegations of misclassification of the “Operations Manager” position. On
20 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
21 County Superior Court Case Number is BC478769.

22 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class and PAGA representative action against a national retailer of household
24 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
25 final approval of the class and PAGA representative action settlement. The San Francisco County
26 Superior Court Case Number is CGC-13-532344.

27 ///

28 ///

1 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
3 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
4 motion for class certification. On October 20, 2017, the court granted final approval of the class
5 and PAGA representative action settlement. The Los Angeles County Superior Court Case
6 Number is BC474784.

7 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a national retailer of upscale
9 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
10 granted final approval of the class and PAGA representative action settlement. The Los Angeles
11 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
12 Coordination Proceeding Number is 4794.

13 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
15 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
16 settlement. The Los Angeles County Superior Court Case Number is BC488069.

17 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
21 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
22 County Superior Court Case Number is RG13680477.

23 m) LFJ represented the plaintiff in a PAGA representative action against a real
24 estate and property management company, on behalf of non-exempt employees. On November 4,
25 2016, the court granted approval of the PAGA representative action settlement. The Orange
26 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

27 ///

28 ///

1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
3 exempt employees. On November 18, 2016, the court granted final approval of the class and
4 PAGA representative action settlement. The San Francisco County Superior Court Case Number
5 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
12 employer's motion to compel arbitration, which resulted in a published opinion by the California
13 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
14 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
15 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
16 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

17 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a consumer packaging company, on
19 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
20 and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC590429.

22 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a manufacturer of food service
24 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
25 approval of the class and PAGA representative action settlement. The Orange County Superior
26 Court Case Number is 30-2015-00810013-CU-OE-CXC.

27 ///

28 ///

1 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a lumber and hardware company on
3 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Orange County Superior Court Case Number is
5 30-2014-00747750-CU-OE-CXC.

6 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a property management company, on behalf of non-exempt
8 employees. On June 14, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC586234.

11 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a food company on behalf of non-exempt employees. On June 30,
13 2017, the court granted final approval of the class and PAGA representative action settlement. The
14 Sacramento County Superior Court Case Number is 34-2015-00175871.

15 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
16 representative action against a chocolate company on behalf of non-exempt employees. On July
17 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Alameda County Superior Court Case Number is RG15764300.

19 w) LFJ firm represented the plaintiff in a PAGA representative action, against
20 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
21 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
22 Los Angeles County Superior Court Case Number is BC569664.

23 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a manufacturer of plastic containers on behalf of non-exempt
25 employees. On October 31, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC577233.

28 ///

1 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
3 employees. On December 11, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC569646.

6 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a property management company
8 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
9 approval of the class and PAGA representative action settlement. The Los Angeles County
10 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
11 Number is 4819.

12 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a global provider of flexible office
14 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC498401.

17 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
18 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
19 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
20 County Superior Court Case Number is VCU264528.

21 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a behavioral health service provider on behalf of non-exempt
23 employees. On November 13, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Alameda County Superior Court Case Number is
25 RG16811450.

26 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 PAGA representative action against a global provider of products and services to the energy
28 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court

1 granted approval of the PAGA representative action settlement. The Kern County Superior Court
2 Case Number is S-1500-CV-280215-SDC.

3 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
5 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
6 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
7 Council Coordination Proceeding Number is 4886.

8 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
11 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
12 and the Judicial Council Coordination Proceeding Number is 4921.

13 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of apparel and
15 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
16 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
17 court granted final approval of the class and PAGA representative action settlement. The
18 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

19 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class and PAGA representative action against a medical equipment supplier on
21 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
22 for class certification and certified a class. The San Bernardino County Superior Court Case
23 Number is CIVDS1505744.

24 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval

1 of the PAGA representative action settlement. The San Diego County Superior Court Case
2 Number is 34-2015-00175330.

3 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
7 granted final approval of the class and PAGA representative action settlement. The San Diego
8 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

9 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
11 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
12 court granted in part the plaintiff's motion for class certification and certified a class. The
13 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
14 Judicial Council Coordination Proceeding Number is 4930.

15 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against manufacturer and supplier of power products and services on
17 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
18 for class certification and certified a class. On August 27, 2021, the court granted final approval
19 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
20 00025968-CU-OE-CTL.

21 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
22 nutritional products manufacturer on behalf of non-exempt production line employees. On
23 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
24 certified a class. The Solano County Superior Court Case Number is FCS051001.

25 nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
26 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
27 the court granted the plaintiff's motion for class certification in part and certified a class. The San
28 Francisco Superior Court Case Number is CGC-16-550794.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendant Ware Disposal, Inc. ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**Exhibit A**" and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, the Class is estimated to consist of approximately five hundred one (501) individuals and the Aggrieved Employees are estimated to consist of approximately four hundred nineteen (419) individuals.

10. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over two (2) years and was actively preparing the matter for class certification and trial. The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Lynn Frank, Esq. (the "Mediator"), a well-respected mediator experienced in mediating complex labor and employment matters. Prior

1 to and during the mediation and settlement discussions, the Parties exchanged class information
2 and engaged in extensive discussions regarding their evaluations of the case and various aspects
3 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
4 Parties of proceeding with class certification and/or representative adjudication, the impact of the
5 collective bargaining agreements applicable to some of the Class Members and issues of
6 preemption under the National Labor Relations Act, the law relating to off-the-clock theory, meal
7 and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well
8 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
9 all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial
10 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and
11 its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff
12 and Class Counsel believed that they would be able to obtain class certification and prevail at trial.
13 After conducting extensive investigations, informal discovery, exchange of information, and
14 extensive settlement negotiations, and with the aid of the Mediator's evaluation, the Parties have
15 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's
16 principal claims, as well as the costs and risks to both sides that would attend further litigation.
17 The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of
18 Plaintiff and Participating Class Members and of the Released PAGA Claims of Plaintiff,
19 Aggrieved Employees, and the State of California, against the Released Parties.

20 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
21 and scope of the claims, and was preparing the action for class certification and trial. Class
22 Counsel conducted significant investigation and informal discovery regarding the facts of the case,
23 including and not limited to, the exchange, review, and analysis of a large volume of documents
24 and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents
25 that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment
26 records, a detailed sampling of Plaintiff's and other Class Member's time data and pay records,
27 Defendant's Employee Handbook, collective bargaining agreements applicable to some of the
28 Class, internal memoranda, new hire orientation checklists, job descriptions, company policy

1 acknowledgments (including but not limited to Final Pay Check Acknowledgment and Employee
2 Handbook Confirmation of Receipt), forms (including but not limited to Request for Tool/Boot
3 Allowance and Business Expense Report Summary), procedures (including but not limited to
4 Dispute Resolution Agreement, Confidentiality Agreement, and Employee Arbitration
5 Agreement), and policies (including but not limited to Anti-Fraternization Policy, Employee
6 Acknowledgment Cell Phone Usage Policy, Safety Program, Traffic Violation Policy, and Injury,
7 Illness Prevention Policy), among other information and documents. Class Counsel had the
8 opportunity to interview Plaintiff and other class members to gather information regarding the
9 facts and circumstances surrounding Plaintiff's and putative class members' employment and to
10 identify potential witnesses. Counsel for the Parties also met and conferred on numerous
11 occasions, e.g., to discuss issues relating to the pleadings, and the production of documents and
12 data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and
13 prepared for and attended court proceedings, mediation, and settlement negotiations, among other
14 tasks.

15 13. Counsel for the Parties have also invested time researching and investigating the
16 applicable law, which is often evolving as it relates to class certification, representative PAGA
17 claims, issues of preemption under the National Labor Relations Act, off-the-clock theory, meal
18 and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and damages, and
19 Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the
20 result achieved in this litigation is fair, adequate, and reasonable.

21 14. The Settlement provides for a Gross Settlement Amount of One Million Seven
22 Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00). The Net Settlement Amount is
23 the Gross Settlement Amount, less the following payments in the amounts approved by the Court:
24 Attorneys' Fees and Costs, Enhancement Award, PAGA Amount, and Settlement Administration
25 Costs. Assuming that the amounts allocated under the Settlement toward these payments are
26 awarded by the Court, the Net Settlement Amount that will be available for distribution to
27 Participating Class Members is currently estimated to be estimated to be Nine Hundred Forty-
28 Eight Thousand Dollars and Zero Cents (\$948,000.00). Additionally, 75% of the PAGA Amount

(i.e., the LWDA Payment), which is \$112,500.00 out of \$150,000.00, will be distributed to the Labor and Workforce Development Agency (“LWDA”) and 25% of the PAGA Amount (i.e., the PAGA Payment), which is \$37,500.00 out of \$150,000.00, will be distributed to Aggrieved Employees on a *pro rata* basis. The Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA Amount will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the terms of the Settlement, and there is no reversion to Defendant.

15. The Parties have agreed to retain Simpluris, Inc. (“Settlement Administrator” or “Simpluris”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Simpluris to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class Members that Defendant will compile from its records, which shall include each Class Members’ full name, Social Security Number, last-known address, and the number of Workweeks credited to each Class Member during the Class Period and the number of PAGA Pay Periods credited to each Aggrieved Employee during the PAGA Period (“Class List”). The Settlement Administrator will calculate each Participating Class Member’s estimated share of the Net Settlement Amount (“Individual Settlement Share”) and each Aggrieved Employee’s estimated *pro rata* share of the PAGA Payment (“Individual PAGA Payment”). The Settlement Administrator will also receive Opt-Out Requests, objections to the Class Settlement, and Workweek Disputes; provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments provided for by the Settlement, including and not limited to, mailing payments to Participating Class Members and PAGA Employees; and perform any other usual and customary duties for administering a class action settlement. The Settlement Administration Costs are currently estimated not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

///

///

1 16. Based on investigation and information discovered, Class Counsel believes that
2 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
3 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
4 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
5 associated premium pay, failed to timely pay wages during employment and upon termination of
6 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
7 records, failed to provide paid sick leave and COVID supplemental sick leave, and failed to
8 reimburse necessary business expenses, and thereby engaged in unfair business practices in
9 violation of California Business and Professions Code section 17200, *et seq.* and conduct giving
10 rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California
11 Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members and Aggrieved
12 Employees were expected to perform similar job duties and were subject to the same or similar
13 operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted
14 that Defendant's recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved
15 Employees were substantially the same during the time period at issue. As a result of said alleged
16 uniform practices, Plaintiff claims that Class Members and Aggrieved Employees were not paid
17 all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is
18 clear that the outcome of this litigation would be determined by Defendant's uniform operations
19 and employment practices, policies, and procedures that Plaintiff alleges applied across
20 Defendant's hourly-paid or non-exempt employees in California during the relevant time period.

21 17. Class Counsel is aware of the defenses and position of Defendant but believes that
22 Plaintiff could potentially obtain class certification despite many obstacles. Class Counsel has also
23 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
24 and delays inherent in such litigation, including those involved in class certification and/or
25 representative adjudication. Plaintiff and Class Counsel further recognize the burdens of proof
26 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
27 difficulties in establishing entitlement to monetary recovery. Class Counsel has also considered
28 the settlement discussions, as well as the evaluations of the Mediator, who is experienced and

1 well-regarded in complex labor and employment matters.

2 18. Defendant, on the other hand, denied and continues to deny any liability and
3 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
4 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
5 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
6 also had the opportunity to conduct investigations and gather documents and information relating
7 to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant, and
8 Defendant's operations and employment policies, practices, and procedures. The Parties also
9 reviewed and analyzed a large volume of documents and data, including but not limited to a
10 detailed sampling of Class Members' time and pay information, to determine the potential value
11 and strength of the claims. The available information enabled Class Counsel to assess and value
12 the class and PAGA claims and prepare violation, damages, and penalties analyses and models.
13 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
14 informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully
15 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
16 account the strengths and weaknesses of each side's position and the uncertainty of how the case
17 might have concluded at certification, trial, and/or appeals.

18 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
19 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
20 (i.e., \$612,500.00) and expenses and costs in an amount not to exceed Twenty Thousand Dollars
21 and Zero Cents (\$20,000.00), which will be paid out of the Gross Settlement Amount, subject to
22 approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
23 of litigation and will not receive any compensation until recovery is obtained.

24 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
25 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff as an Enhancement Award, to be paid out
26 of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable time
27 and effort to produce relevant documents and past employment records and to provide the facts
28 and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class

1 Counsel needed him, and actively tried to obtain and provide information that would facilitate the
2 pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to
3 receive an Enhancement Award, in addition to an individual settlement payment, for services
4 performed in the matter on behalf of the Class, Aggrieved Employees, and the State of California.

5 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
6 in the best interests of Plaintiff, the Class, Aggrieved Employees, and the State of California. Class
7 Counsel further submits that the Settlement is within an acceptable range of recovery for this type
8 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
9 litigation, and the costs and risks associated with class certification, representative adjudication,
10 trial, and/or appeals.

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

13 Executed on this 12th day of February 2024, at Glendale, California.

14 

15 _____
16 Selena Matavosian
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

SETTLEMENT AGREEMENT AND STIPULATION TO RESOLVE CLASS ACTION
AND PAGA CLAIMS

This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims is entered into to resolve the following actions: (1) *Norberto Ceja v. Ware Disposal, Inc.*, Orange County Superior Court, Case No. 30-2021-01224571-CU-OE-CXC (the “Class Action”); and (2) *Norberto Ceja v. Ware Disposal, Inc.; Judith Helaine Ware*, Orange County Superior Court, Case No. 30-2021-01228821-CU-OE-CXC (the “PAGA Action”) (collectively, the “Actions”). On March 10, 2022, the Actions were deemed related. This agreement is entered into by and between Plaintiff Norberto Ceja (“Plaintiff”) and Defendant Ware Disposal, Inc. (“Defendant”) (collectively referred to as the “Parties”).

DEFINITIONS

1. **Actions.** “**Actions**” mean the following two cases: (1) *Norberto Ceja v. Ware Disposal, Inc.*, Orange County Superior Court, Case No. 30-2021-01224571-CU-OE-CXC (the “Class Action”); and (2) *Norberto Ceja v. Ware Disposal, Inc., et al.*, Orange County Superior Court, Case No. 30-2021-01228821-CU-OE-CXC (the “PAGA Action”).

2. **Agreement or Settlement or Settlement Agreement.** “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions.

3. **Aggrieved Employees.** “**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 during the PAGA Period.

4. **Attorneys’ Fees and Costs.** “**Attorneys’ Fees and Costs**” means the amount authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and resolution of the matter, in the amount that does not exceed 35% percent, or \$612,500.00, of the Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with this Action, in an amount to not to exceed \$20,000.00.

5. **Class Counsel.** “**Class Counsel**” means Lawyers *for* Justice, PC.

6. **Class List.** “**Class List**” means a complete list of all Class Members that Defendant

1 will diligently and in good faith compile from its records and provide to the Settlement
2 Administrator within ten (10) business days after entry of the Preliminary Approval Order, as set
3 forth in Paragraph 64 below.

4 7. Class or Class Members. “**Class**” or “**Class Members**” means anyone who was
5 employed by Defendant in the State of California, as a non-exempt or hourly-paid employee at any
6 time during the Class Period.

7 8. Class Notice. “**Class Notice**” means the Notice of Class Action Settlement, attached
8 as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

9 9. Class Period. “**Class Period**” means the period from October 1, 2017, through the
10 date the Court enters the Preliminary Approval Order.

11 10. Class Settlement. “**Class Settlement**” means the settlement and release of all
12 Released Class Claims.

13 11. Court. “**Court**” means the Superior Court of the State of California for the County
14 of Orange, where the Actions are currently pending.

15 12. Defendant. “**Defendant**” means Defendant Ware Disposal, Inc.

16 13. Defendant’s Counsel. “**Defendant’s Counsel**” means Rutan & Tucker LLP.

17 14. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the
18 61st day after service of notice of entry of the Final Approval Order and Judgment, if no appeal,
19 review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Approval
20 Order and Judgment, the day after the Final Approval Order and Judgment is affirmed or the appeal,
21 review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer
22 subject to further judicial review. The Effective Date is conditioned upon the Court’s having entered
23 a Final Approval Order and Judgment as set forth in this Agreement.

24 15. Employer Payroll Taxes. “**Employer Payroll Taxes**” means Defendant’s share of
25 the payroll taxes associated with the wage portion of the Individual Settlement Payments, which
26 Defendant will pay separately from the Gross Settlement Amount.

27 16. Enhancement Award. “**Enhancement Award**” means the amount the Court
28 authorizes to be paid to the Named Plaintiff in addition to his Individual Settlement Payment, in

1 recognition of his efforts and work in prosecution of the Actions on behalf of Class Members and
2 Aggrieved Employees, in an amount not to exceed \$7,500.00.

3 17. Final Hearing Date or Final Approval Hearing. “**Final Hearing Date**” or “**Final**
4 **Approval Hearing**” means the date set by the Court for the hearing on final approval of the
5 Settlement, at which the Court will determine whether to fully and finally approve the fairness and
6 reasonableness of this Agreement.

7 18. Final Approval Order and Judgment. “**Final Approval Order and Judgment**”
8 means the proposed order granting final approval of the Settlement and entering judgment, which
9 Named Plaintiff will submit to the Court with the motion for final approval of the Settlement.

10 19. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
11 payment Defendant has agreed to make under this Agreement. The Gross Settlement Amount is
12 \$1,750,000.00. The Gross Settlement Amount does not include payment of the Employer Payroll
13 Taxes, which Defendant shall pay separately from the Gross Settlement Amount.

14 20. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
15 Aggrieved Employee of the employee’s *pro-rata* share of the PAGA Payment as set forth in
16 Paragraph 61.f below.

17 21. Individual Settlement Payment. “**Individual Settlement Payment**” means the net
18 payment of each Participating Class Members’ Individual Settlement Share after reduction for the
19 employee’s share of taxes and withholdings with respect to the wages portion of the Individual
20 Settlement Share, as provided in Paragraph 63.a. below.

21 22. Individual Settlement Share. “**Individual Settlement Share**” means the *pro rata*
22 share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class
23 Settlement, to be calculated in accordance with Paragraph 61.e., which is inclusive of the
24 employee’s share of taxes and withholdings with respect to the wages portion of the Individual
25 Settlement Share.

26 23. LWDA. “**LWDA**” means the California Labor and Workforce Development
27 Agency.

28 24. LWDA Payment. “**LWDA Payment**” means the seventy-five percent (75%) portion

of the PAGA Amount, or One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$112,500.00), that the Parties have agreed to pay to the LWDA for the PAGA Settlement, as set forth in Paragraph 61.d.

25. Named Plaintiff. “**Named Plaintiff**” means Norberto Ceja.

26. Notice Period. “**Notice Period**” means the time period commencing on the date the Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 15 days after remailing, whichever is later.

27. Net Settlement Amount. “**Net Settlement Amount**” means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs.

28. Operative Complaints. “**Operative Complaints**” means the Class Action Complaint for Damages filed on October 1, 2021 in the Class Action; the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed on October 28, 2021 in the PAGA Action; and the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et. Seq. filed on November 20, 2023 in the Class Action.

29. PAGA Amount. “**PAGA Amount**” means the amount of \$150,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the Released PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that seventy-five percent (75%) of the PAGA Amount, or One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$112,500.00) (i.e., the LWDA Payment), will be paid to the LWDA, and the remaining twenty-five (25%), or Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) (i.e., the PAGA Payment), will be allocated to the Aggrieved Employees.

30. PAGA Payment. “**PAGA Payment**” means the twenty-five percent (25%) portion of the PAGA Amount, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents

1 (\$37,500.00), to be allocated to Aggrieved Employees.

2 31. PAGA Period. “**PAGA Period**” means the period from February 28, 2020, through
3 the date the Court enters the Preliminary Approval Order.

4 32. PAGA Settlement. “**PAGA Settlement**” means the settlement and release of the
5 Released PAGA Claims. Subject to court approval, the PAGA portion of the Settlement will be
6 considered approved upon entry of the Preliminary Approval Order, however, to minimize claims
7 administration expenses, the PAGA Amount will not be paid and distributed until after the Final
8 Approval Hearing.

9 33. PAGA Pay Periods. “**PAGA Pay Periods**” means the number of pay periods an
10 Aggrieved Employee was employed during the PAGA Period and will be calculated by dividing the
11 total number of calendar days that the Aggrieved Employee was employed by 7. That calculation
12 will be rounded up to the nearest whole number.

13 34. Parties. “**Parties**” means Defendant and Named Plaintiff, individually and on behalf
14 of all Class Members and the State of California with respect to the employment of Aggrieved
15 Employees. Each of the Parties may be referred to in the singular as a “**Party**.”

16 35. Participating Class Member and Settlement Class. “**Participating Class Member**”
17 means each Class Member who has not submitted a valid and timely Opt-Out Request, pursuant to
18 Paragraph 66 of this Agreement; “**Settlement Class**” means a class of all Participating Class
19 Members.

20 36. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from
21 the Court granting preliminary approval of this Settlement.

22 37. Released PAGA Claims. “**Released PAGA Claims**” means, for the duration of the
23 PAGA Period, any and all claims for penalties under the California Private Attorneys General Act
24 (California Labor Code § 2698, *et seq.*) that have been, or could have been, asserted against
25 Defendant or any of the other Released Parties and based on the factual allegations in the Operative
26 Complaints or PAGA Notice Letters sent by Class Counsel to the LWDA pursuant to Labor Code
27 section 2699.3 on or about August 24, 2021 and May 12, 2023, asserting that Defendant violated
28 various provisions of the Labor Code. Without limiting the foregoing, and in addition to the

1 foregoing, the Released PAGA Claims include claims for failure to pay overtime; failure to pay
2 minimum wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide
3 rest breaks or additional pay in lieu thereof; failure to timely pay wages upon separation; failure to
4 timely pay wages owed during employment; inaccurate itemized wage statements; unreimbursed
5 business expenses; failure to maintain accurate payroll records; failure to provide paid sick leave
6 and COVID supplemental sick leave; violations of California Labor Code §§ 201, 202, 203, 204,
7 226, 226.7, 245-249, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698
8 *et seq.*, and related violations of the applicable California Wage Orders; in connection with the
9 allegations in the PAGA Notice Letters and Actions.

10 38. Released Class Claims. “**Released Class Claims**” means, for the duration of the
11 Class Period, any and all claims against Defendant and the other Released Parties that have been, or
12 could have been, asserted against Defendant or any of the other Released Parties and that arise from
13 the facts, matters, transactions or occurrences alleged in the Operative Complaints or that could have
14 been alleged based on such facts alleged in the Operative Complaints. Without limiting the
15 foregoing, and in addition to the foregoing, the Released Class Claims include claims for failure to
16 pay overtime; failure to pay minimum wages; failure to provide meal periods or additional pay in
17 lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to timely pay
18 wages upon separation; failure to timely pay wages owed during employment; inaccurate itemized
19 wage statements; unreimbursed business expenses; failure to maintain accurate payroll records;
20 failure to provide paid sick leave and COVID supplemental sick leave; violations of California
21 Labor Code §§ 201, 202, 203, 204, 226, 226.7, 245-249, 510, 512, 558, 1174(d), 1194, 1194.2,
22 1197, 1197.1, 1198, 2800, 2802; the applicable California Wage Orders; all related or corresponding
23 federal laws; violation of California Business and Professions Code § 17200 *et seq.*; and claims
24 under California Labor Code Section 2698 *et seq.*

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

40. Settlement Administration Costs. “**Settlement Administration Costs**” means the costs payable to the Settlement Administrator from the Gross Settlement Amount, subject to Court approval, for administration of the Settlement, as set forth in Paragraph 61.b. below.

41. Settlement Administrator. “**Settlement Administrator**” means Simpluris, Inc. or such other third-party administrator chosen by Defendant and subject to approval by the Court.

42. Workweeks. “**Workweeks**” means the number of weeks a Class Member was employed during the Class Period and will be calculated by dividing the total number of calendar days that the Class Member was employed by 7. That calculation will be rounded up to the nearest whole number.

RECITALS

43. On August 24, 2021, Named Plaintiff submitted a letter to the LWDA and Defendant, providing notice of his intent to pursue civil penalties against Defendant and co-defendant Judith Ware under PAGA for multiple alleged violations of California Labor Code (“**First PAGA Notice**”).

44. On October 1, 2021, Named Plaintiff filed a Class Action Complaint for Damages against Defendant (“**Class Complaint**”), in a case styled *Norberto Ceja v. Ware Disposal, Inc.*, Orange County Superior Court, Case No. 30-2021-01224571-CU-OE-CXC. The Class Complaint alleges claims against Defendant for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; and (10) violations of California Business and Professions Code § 17200 *et seq.*

45. On October 28, 2021, Named Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendant and Judith Ware (“**PAGA Complaint**”), in a case styled *Norberto Ceja v. Ware Disposal, Inc.; Judith Helaine Ware*, Orange County Superior Court, Case No. 30-2021-01228821-CU-OE-CXC. The PAGA Complaint alleges claims against Defendant for PAGA penalties arising out of Defendant’s alleged: (1) failure to pay overtime; (2) failure to provide meal periods; (3) failure to provide rest periods;

1 (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to
2 timely pay wages during employment; (7) failure to provide complete and accurate wage statements;
3 (8) failure to keep complete and accurate payroll records; and (9) failure to reimburse necessary
4 business-related expenses and costs.

5 46. Defendant denies that it engaged in any misconduct in connection with the wage-
6 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
7 Defendant further denies that it has any liability of any kind associated with the claims alleged in
8 the Actions. Defendant contends that it has complied with both federal and state wage-and-hour
9 laws, and all other laws regulating its relationship with the Class Members and the Aggrieved
10 Employees, including with Named Plaintiff.

11 47. On March 10, 2022, in the PAGA Action, the Honorable Layne Melzer of the Orange
12 County Superior Court deemed the Actions to be related.

13 48. On April 25, 2023, the Parties mediated the Actions with mediator Lynn Frank of
14 Frank and Feder Mediators (the “**Mediator**”), a respected mediator of complex wage and hour
15 actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that
16 is memorialized in this Agreement.

17 49. On May 12, 2023, Named Plaintiff submitted a follow-up letter to the LWDA and
18 Defendant, providing notice of her intent to pursue civil penalties against Defendant and co-
19 defendant Judith Ware under PAGA for multiple alleged violations of the California Labor Code
20 (“**Second PAGA Notice**”) (together, the First PAGA Notice and Second PAGA Notice are referred
21 to as “**PAGA Notice Letters**”).

22 50. On November 7, 2023, upon stipulation by the Parties, the Court consolidated the
23 Actions to facilitate this Settlement, thereby deeming the Class Action as the lead case, and granted
24 leave for the filing of the First Amended Class Action Complaint for Damages & Enforcement
25 Under the Private Attorneys General Act, California Labor Code § 2698, Et. Seq. (“**First Amended**
26 **Complaint**”).

27 51. On November 20, 2023, Named Plaintiff filed the First Amended Complaint in the
28 Class Action, thereby consolidating the claims asserted in the Class Action and PAGA Action into

1 one complaint filed in the Class Action, and fleshing out allegations regarding Defendant's alleged
2 failure to properly provide paid sick leave, provide a day of rest, and pay reporting time pay,
3 consistent with allegations set forth in Named Plaintiff's Second PAGA Notice.

4 52. Class Counsel has investigated the facts relating to the Actions. Settlement
5 discussions were conducted at arm's-length, a full-day mediation with a neutral third-party took
6 place, and the Settlement is the result of an informed and detailed analysis of Defendant's potential
7 liability and exposure in relation to the costs and risks associated with continued litigation. Based
8 on the documents produced, as well as Class Counsel's own independent investigation and
9 evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is
10 fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and
11 circumstances, including the risk of significant delay and defenses asserted to the merits of the
12 Actions. While Defendant specifically denies any liability in the Actions, Defendant has agreed to
13 enter into this Settlement to avoid the costs associated with defending the Actions.

14 TERMS AND CONDITIONS

15 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
16 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
17 the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of
18 the Class Members, Aggrieved Employees, and, to the maximum extent permitted by law, the State
19 of California, and Defendant agree that the Actions shall be and are fully compromised and settled
20 on the following terms and conditions:

21 53. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the
22 dispute that has arisen between them and to avoid the burden, expense and risk of continued
23 litigation. In entering into this Agreement, Defendant and the other Released Parties do not admit,
24 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
25 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
26 requirements; breached any contract; violated or breached any duty; engaged in any
27 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
28 or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any

1 of the negotiations connected with it, shall be construed as an admission or concession by Defendant
2 or any of the other Released Parties of any such violations or failures to comply with any applicable
3 law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement
4 and its terms and provisions shall not be offered or received as evidence in any action or proceeding
5 to establish any liability or admission on the part of Defendant or to establish the existence of any
6 condition constituting a violation of, or a non-compliance with, federal, state, local or other
7 applicable law.

8 54. Conditional Nature of Settlement. For settlement purposes *only*, the Parties agree
9 that (a) a class may be certified pursuant to California Code of Civil Procedure Section 382, and (b)
10 civil penalties may be recovered on a PAGA representative action basis.

11 a. The Parties intend their settlement to be contingent upon the preliminary and
12 final approval of each and every term of this Agreement, without material modification. The Parties
13 and their respective counsel shall use their respective best efforts to obtain Court approval and
14 implement this Agreement in accordance with its terms. If the Court does not so approve this
15 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
16 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
17 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
18 Parties intend this Agreement to become null and void, and unenforceable, in which event the
19 settlement terms set forth in this Agreement, including any modifications made with the consent of
20 the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated
21 and shall become null and void and have no further force or effect, and the class certified for
22 settlement purposes pursuant to this Agreement will be decertified for all purposes. In such an
23 event, the Parties shall be jointly responsible for payment of the Settlement Administrator's fees, if
24 any, in an equal amount.

25 b. In the event the Court refuses to grant preliminary or final approval of the
26 Parties' settlement (without providing the Parties an opportunity to submit additional information
27 to support the Settlement), or in the event that this Agreement shall terminate or the settlement
28 embodied in this Agreement does not become effective for any reason, the Agreement and all

1 negotiations, court orders and proceedings relating to the Agreement shall be without prejudice to
2 the rights of the Named Plaintiff, Class Members, Aggrieved Employees, the State of California,
3 and Defendant, each of whom shall be restored to their respective positions existing prior to the
4 execution of this Agreement, and evidence relating to the Agreement and all negotiations shall not
5 be discoverable or admissible in the Actions or any other litigation. Defendant does not waive, and
6 instead expressly reserves, its rights to challenge the propriety of class certification and/or the
7 Actions proceeding on a representative basis for any purpose should the Court not grant preliminary
8 or final approval of the Parties' settlement.

9 c. The Parties and their respective counsel shall use their respective best efforts
10 to obtain Court approval and implement this Agreement in accordance with its terms. If the Court
11 grants the Preliminary Approval Order, but does not grant final approval of the Settlement, the
12 Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree
13 upon a resolution, then the Preliminary Approval Order will be vacated in its entirety. In addition,
14 if the Court does not grant final approval of the Settlement, neither this Agreement, the Preliminary
15 Approval Order, nor any other document in any way relating to the foregoing, shall be relied upon,
16 referred to, or used in any way for class certification proceedings or representative action
17 proceedings in the Actions or any other action. Defendant does not waive, and instead expressly
18 reserves, its rights to challenge the propriety of class certification for any purpose should the Court
19 not grant final approval of the Settlement.

20 55. Participating Class Members' Release of Class Claims. Upon the funding of the
21 Gross Settlement Amount and the Employer Payroll Taxes necessary to effectuate the Settlement to
22 the Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be
23 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
24 discharged any and all of the Released Parties from the Released Class Claims that arose during the
25 Class Period.

26 a. Because it is impossible or impracticable to have each Class Member execute
27 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
28 of Released Class Claims as to Participating Class Member, and such notice will have the same

1 force and effect as if the Agreement were executed by each Class Member.

2 56. Aggrieved Employees' Release of PAGA Claims. In exchange for the PAGA
3 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
4 California and all Aggrieved Employees, and on behalf of his current, former, and future heirs,
5 executors, administrators, attorneys, agents, and assigns will, upon payment of the Gross Settlement
6 Amount and the Employer Payroll Taxes necessary to effectuate the settlement to the Settlement
7 Administrator, forever completely release and discharge the Released Parties from the Released
8 PAGA Claims that arose during the PAGA Period. The Aggrieved Employees and the State of
9 California will be deemed by operation of the Final Approval Order and Judgment to have agreed
10 not to sue or otherwise make a claim against Defendant and any of the Released Parties for the
11 Released PAGA Claims that arose during the PAGA Period.

12 57. Full Release by Named Plaintiff. Upon payment of the Gross Settlement Amount
13 and the Employer Payroll Taxes necessary to effectuate the settlement to the Settlement
14 Administrator, the Named Plaintiff releases and discharges Defendant and the other Released Parties
15 from the Released Class Claims, Released PAGA Claims, and any other claims that the Named
16 Plaintiff now has or claims to have, or has ever had or claimed to have, against the Released Parties,
17 through the date of execution of the Agreement. Without limiting the generality of the foregoing,
18 the Named Plaintiff specifically and expressly releases to the maximum extent permitted by law any
19 claims against the Released Parties, arising out of or relating to the Named Plaintiff's employment
20 or the termination of his employment with Defendant and any other Released Party. This general
21 release by the Named Plaintiff includes a waiver of the Named Plaintiff's rights under Civil Code
22 Section 1542, which provides: "A general release does not extend to claims that the creditor or
23 releasing party does not know or suspect to exist in his or her favor at the time of executing the
24 release and that, if known by him or her, would have materially affected his or her settlement with
25 the debtor or released party."

26 58. No Prior Assignments. The Named Plaintiff and Class Counsel represent and
27 warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to
28 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,

1 action, cause of action, or rights released and discharged by this Agreement.

2 59. Settlement Payments and Calculation Of Claims. Subject to final Court approval and
3 the conditions specified in this Agreement, and in consideration of the mutual covenants and
4 promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of
5 \$1,750,000.00 in two installments. The Gross Settlement Amount includes, but is not limited to,
6 Individual Settlement Payments to be made to Participating Class Members, Class Counsel's
7 Attorneys' Fees and Costs, Enhancement Award to the Named Plaintiff, Individual PAGA Payments
8 to be made to Aggrieved Employees, LWDA Payment to the LWDA, and Settlement Administration
9 Costs to the Settlement Administrator. The Parties agree that if the Settlement is not approved, in
10 whole or in part, because a court determines that the amount allocated to the PAGA Amount
11 (\$150,000.00) should increase, the portion of the Settlement Fund allocated for payment to the Class
12 shall decrease to account for any increase required for the PAGA Amount such that the Gross
13 Settlement Amount does not exceed \$1,750,000.00. For the avoidance of doubt, subject to the
14 conditions set forth below, Defendant shall not be required to pay any amount over \$1,750,000.00
15 for this Settlement, apart from the employer's share of applicable taxes which will be paid in
16 addition to the Gross Settlement Amount, and as set forth in this Agreement. The following table
17 summarizes the allocation of the Gross Settlement Amount:

18 **Gross Settlement Amount of \$1,750,000.00, Allocated as Follows:**

- 19
- 20 • **\$150,000.00** for the PAGA Amount
 - 21 ○ **\$112,500.00** for the LWDA Payment
 - 22 ○ **\$37,500.00** for payments to Aggrieved Employees on a *pro rata*
23 basis ("Individual PAGA Payments")
 - 24 • Class Counsel attorneys' fees not to exceed **\$612,500.00**
 - 25 • Class Counsel attorneys' costs not to exceed **\$20,000**
 - 26 • Up to **\$7,500.00** for an Enhancement Award for Named Plaintiff
 - 27 • Settlement Administration Costs, not to exceed **\$12,000.00**
 - 28 • Approximately **\$948,000.00** paid to Class Members on a *pro rata* basis (i.e.,
Individual Settlement Payments)

60. Settlement Escalator. The Settlement is based on the representation that there were

no more than 49,000 Workweeks worked by the Class Members during the period from October 1, 2017 through April 25, 2023. If that number increases by more than 10% during the Class Period, Defendant will have the choice of either: (a) paying a proportional increase in the Gross Settlement Amount for each additional pay period over 53,900; or (b) modifying the end date of the Class Period to a date prior to preliminary approval, to avoid incurring the *pro rata* increase. For example, if the number is 11% higher, Defendant would have the option to increase the Gross Settlement Amount by 1%, or ending the Class Period earlier.

61. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of attorneys' fees of no more than thirty-five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 60 of this Agreement, equals \$612,500.00. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of \$20,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph 61.a. Except as provided in this Paragraph 61.a., each party will bear his or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Actions. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be part of the Net Settlement Amount for distribution to the Participating Class Members and shall not be a reason to invalidate/terminate this Agreement.

b. Settlement Administration Costs: At the final approval hearing, Class Counsel will apply to the Court for approval of Settlement Administration Costs not to exceed the amount of \$12,000.00. These costs are included in, and shall come from, the Gross Settlement Amount, subject to Court approval, and will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, translating the Class Notice into Spanish, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms

1 and undertaking all required tax reporting, filings, withholdings, and remittances, providing
2 necessary reports and declarations, and other duties and responsibilities set forth herein to process
3 the Settlement, and as requested by the Parties. Any portion of the estimated, designated, and/or
4 awarded Settlement Administration Costs which are not in fact required to fulfill payment to the
5 Settlement Administrator to undertake the required settlement administration duties will become
6 part of the Net Settlement Amount to be distributed to Participating Class Members. The Parties,
7 Class Counsel, and Defendant's Counsel each represent that they do not have any financial interest
8 in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
9 that could create a conflict of interest.

10 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
11 Counsel will apply to the Court for an award of up to \$7,500.00 to be paid to the Named Plaintiff as
12 an Enhancement Award for his services in prosecuting the Actions. Defendant will not oppose such
13 application. The Enhancement Award is included in, and shall come from, the Gross Settlement
14 Amount. Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award approved
15 by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named Plaintiff
16 shall be in addition to any payment he may receive pursuant to Paragraph 61.e., below. If the Court
17 awards less than the amount requested, any amount not awarded will be part of the Net Settlement
18 Amount for distribution to the Participating Class Members and shall not be a reason to
19 invalidate/terminate this Agreement.

20 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
21 the Court for approval of the PAGA Amount. Class Counsel will submit notice of this Settlement
22 to the LWDA, as required by Labor Code § 2699(1)(2). The Parties agree that 75% of the PAGA
23 Amount (\$112,500.00) will be paid to the LWDA ("LWDA Payment"), and the remaining 25%
24 (\$37,500.00) will be allocated to the Aggrieved Employees ("PAGA Payment") The portion of the
25 PAGA Payment allocated to each of the Aggrieved Employees will be calculated using the same
26 formula as set forth in Paragraph 61.f., but will be limited to pay period worked during the PAGA
27 Period. Any Class Members who worked during the PAGA Period and who opt out of the Class
28 Settlement will still be considered Aggrieved Employees for purposes of this Paragraph and,

1 therefore, will (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and
2 (ii) be bound by the PAGA Settlement and release all Released PAGA Claims against the Released
3 Parties.

4 e. Individual Settlement Shares. After deducting the approved amounts
5 specified in Paragraphs 61.a-d above, each Participating Class Member will be entitled to a *pro rata*
6 portion of the remaining amount (*i.e.*, the Net Settlement Amount). Individual Settlement Shares
7 will be calculated from the Net Settlement Amount based on the respective number of Workweeks,
8 rounded up. Each Participating Class Member's share of the Net Settlement Amount will be
9 calculated by dividing the Participating Class Member's Workweeks by the total number of
10 Workweeks for all Class Members and multiplying this figure by the Net Settlement Amount. The
11 Class Notice will include the number of Workweeks that the Class Member is credited with and the
12 estimated amount of his or her Individual Settlement Payment, which will be the net payment of
13 each Participating Class Members' Individual Settlement Share after reduction for the employee's
14 share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

15 f. Individual PAGA Payment: Each Aggrieved Employees will be entitled to
16 a *pro rata* share of the PAGA Payment. Individual PAGA Payments will be calculated from the
17 PAGA Payment based on the respective number of PAGA Pay Periods, rounded up. Each
18 Aggrieved Employees' share of the PAGA Payment will be calculated by dividing the Aggrieved
19 Employee's PAGA Pay Periods by the total number of PAGA Pay Periods for all Aggrieved
20 Employees and multiplying this figure by the PAGA Payment. The Class Notice will include the
21 number of PAGA Pay Periods that the Aggrieved Employee is credited with and the estimated
22 amount of his or her Individual PAGA Payment.

23 g. The Parties acknowledge and agree that the formula used to calculate the
24 Individual Settlement Payments and Individual PAGA Payments do not mean that all of the
25 elements of damages, restitutionary relief, and penalties alleged in the Actions are not being taken
26 into account. The above formula was devised as a practical and logistical method to simplify the
27 participation process.

28 h. Individual Settlement Payments shall be distributed only to Participating

1 Class Members. Individual PAGA Payments will be distributed to all Aggrieved Employees. The
2 entire Net Settlement Amount will be distributed to Participating Class Members and the entire
3 PAGA Payment will be distributed to Aggrieved Employees.

4 i. The Parties agree that, under no circumstances shall Defendant be obligated
5 to pay any amount under this Agreement to any Class Member other than Participating Class
6 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
7 Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in
8 Paragraph 60, under no circumstances shall Defendant be obligated to pay more than the Gross
9 Settlement Amount in full settlement of the Actions.

10 62. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
11 Participating Class Members and the Individual PAGA Payments made to Aggrieved Employees
12 under this Agreement, will not be utilized to calculate any additional benefits under any benefit
13 plans to which any Participating Class Member or Aggrieved Employees may be eligible including,
14 but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
15 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention
16 that this Agreement will not affect any rights, contributions, or amounts to which any Participating
17 Class Member or Aggrieved Employee may be entitled to under any benefit plans.

18 63. Taxation Of Settlement Proceeds. All settlement payments paid to Participating
19 Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after
20 applicable employee's and employer's share of state and federal payroll taxes, withholdings and
21 contributions, have been deducted.

22 a. The Individual Settlement Payments shall be reported as follows: (i) twenty-
23 percent (20%) of the amount distributed to each Participating Class Member will be considered
24 wages, and will be reported as such to each Participating Class Member on a W-2 Form; and (ii)
25 eighty-percent (80%) of the amount distributed to each Participating Class Member will be
26 considered interest on the unpaid wages and statutory penalties, and will be reported as such to each
27 Participating Class Member on an IRS Form 1099. The LWDA Payment and PAGA Payment will
28 be considered penalties and will be reported on an IRS Form 1099. The Individual PAGA Payment

1 will be considered 100% civil penalties, and will be reported as such to each Aggrieved Employees
2 on an IRS Form 1099, if applicable.

3 b. Prior to mailing Individual Settlement Payments to Participating Class
4 Members, the Settlement Administrator will calculate, withhold from the Individual Settlement
5 Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by
6 Participating Class Members for employee's and employer's share of state and federal payroll taxes,
7 withholdings, and contributions. The Settlement Administrator will issue appropriate tax forms to
8 each Participating Class Member consistent with the foregoing breakdown. The Parties understand
9 that the Named Plaintiff and Participating Class Members who receive an Individual Settlement
10 Payment pursuant to this Agreement shall be solely responsible for any and all tax obligations
11 associated with such receipt.

12 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 68.b.)
13 will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal
14 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
15 regulations. Furthermore, the Settlement Administrator is designated as the administrator of the
16 qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
17 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
18 expenses arising from any income tax return or other reporting document that may be required by
19 the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

20 d. All Parties represent and acknowledge that nothing in this Agreement
21 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
22 Named Plaintiff and Participating Class Members, will assume any such tax obligations or
23 consequences that may arise from this Agreement and Class Members shall not seek any
24 indemnification from the Parties or any of the Released Parties in this regard. In the event that any
25 taxing body determines that additional taxes are due from any Class Member, including Named
26 Plaintiff, such Class Member assumes all responsibility for the payment of such taxes.

27 64. Notice Procedure. Within ten (10) business days after entry of the Preliminary
28 Approval Order, Defendant will provide the Class List to the Settlement Administrator, which shall

1 include a list of Class Members that identifies each Class Member by full name, Social Security
2 Number, and last-known address; and provide the number of Workweeks credited to each Class
3 Member during the Class Period and the number of PAGA Pay Periods credited to each Aggrieved
4 Employee during the PAGA Period. Defendant will provide the Class List in an Excel file or other
5 format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will
6 keep the list confidential and use such information only for the purposes described in this
7 Agreement.

8 a. Defendant will provide to Class Counsel a copy of the Class List (without
9 names, contact information, or social security numbers) to verify Defendant's calculation of
10 Workweeks credited to each Class Member and/or PAGA Pay Periods credited to each Aggrieved
11 Employee. Class Counsel will notify Defendant's Counsel and the Settlement Administrator within
12 seven (7) calendar days if any of the calculations are incorrect.

13 b. Upon receipt of the Class List, the Settlement Administrator will calculate
14 the amounts payable to Class Members and Aggrieved Employees, and shall also calculate the
15 Workweeks and PAGA Pay Periods to confirm the accuracy of Defendant's calculations of the
16 Workweeks and PAGA Pay Periods.

17 c. Upon receipt of the Class List, the Settlement Administrator shall perform a
18 search based upon the National Change of Address Database to update and correct any known or
19 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
20 determine the current mailing address for each Class Member. Within fifteen (15) calendar days
21 after receipt of the Class List from Defendant, the Settlement Administrator will send the Class
22 Notice to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be
23 presumed as to each and every Class Member whose Class Notice is not returned to the Settlement
24 Administrator as undeliverable within fifteen (15) calendar days after mailing.

25 d. The Settlement Administrator will re-mail any Class Notice returned by the
26 United States Postal Service with a forwarding address on or before the expiration of the Notice
27 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
28 is not returned to the Settlement Administrator as undeliverable within fifteen (15) calendar days

1 after re-mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice
2 shall have either sixty (60) days from the original mailing or fifteen (15) days from the re-mailing,
3 whichever is later, to object, opt out, or dispute the workweeks attributed to him or her.

4 e. The Settlement Administrator will use the appropriate skip tracing and
5 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
6 Class Members, and to re-mail the Class Notices returned by the Postal Service without a forwarding
7 address upon locating new or alternate addresses after a reasonable search.

8 f. Class Counsel will provide to the Court, in connection with seeking final
9 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
10 Class Notice was mailed to all Class Members as required by this Agreement, as well as any
11 additional information Class Counsel deems appropriate to provide to the Court.

12 65. Dispute Procedure. The Class Notice will include a procedure by which a Class
13 Member may dispute the number of workweeks allocated to the Class Member by submitting a
14 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
15 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
16 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the name
17 and case number of the Class Action; (iii) clearly states that the Class Member disputes the number
18 of Workweeks and/or PAGA Pay Periods credited to him or her, and the number of Workweeks
19 and/or PAGA Pay Periods the Class Member maintains is correct; and (iv) documents to
20 demonstrate that Defendant’s calculation of the Workweeks and/or PAGA Pay Periods for the Class
21 Member is incorrect. Upon receipt of notice of a Workweek Dispute, the Settlement Administrator
22 shall promptly serve Class Counsel and Defendant’s Counsel with a copy of the Workweek Dispute
23 and any accompanying papers. No Workweek Dispute shall be effective or considered for any
24 purpose unless it is timely mailed by U.S. mail to and received by the Settlement Administrator as
25 provided above. Defendant shall have the right to respond to the Workweek Dispute by any Class
26 Member. All information and documents relating to any such disputes will be provided to Class
27 Counsel. The Settlement Administrator will resolve the Workweek Dispute. The Settlement
28 Administrator’s determination will be subject to review by the Court at the time of the Final

1 Approval Hearing; if the Court does not reach a different conclusion than the Settlement
2 Administrator, the Settlement Administrator's decision will be a final and binding determination
3 without right of appeal.

4 a. Within ten (10) calendar days after the close of the Notice Period, the
5 Settlement Administrator will provide Class Counsel and Defendant's Counsel with a report listing
6 the amount of all Individual Settlement Payments to be made to Participating Class Members and
7 Individual PAGA Payments to be made to Aggrieved Employees. The report to Class Counsel will
8 not include the names or contact information of Participating Class Members and Aggrieved
9 Employees. After receiving the Settlement Administrator's report, Class Counsel and Defendant's
10 Counsel shall review the same to determine if the calculation of payments to Participating Class
11 Members and Aggrieved Employees is consistent with this Settlement Agreement.

12 66. Opt-Out Procedure. Unless a Class Member opts out of the Class Settlement
13 described in this Agreement, the Class Member will be bound by the Class Settlement, including
14 the release of the Released Class Claims. A Class Member will not be entitled to opt out of the
15 Class Settlement established by this Agreement unless the Class Member submits a valid and timely
16 opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must: (i) contain the Class
17 Member's full name, current address, and signature; (ii) the name and case number of the Class
18 Action; (iii) a written request clearly expressing the Class Member's desire to be excluded from (or
19 opt out of) the Class Settlement; and (iv) be returned so that it is postmarked on or before the
20 expiration of the Notice Period. Any Class Member who worked during the PAGA Period and who
21 opt out of the Class Settlement will still be considered Aggrieved Employees for purposes of this
22 Agreement, will still be bound to the PAGA Settlement, and will still be issued an Individual PAGA
23 Payment, regardless of whether they submit an Opt Out Request.

24 a. Upon receipt of any Opt-Out Request within the Notice Period, the
25 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
26 out requirements of this Agreement.

27 b. Any Class Member who fails to submit a valid and timely Opt-Out Request
28 will be barred from opting out of the Class Settlement, unless otherwise ordered by the Court. It

1 shall be presumed that if an Opt-Out Request is not postmarked on or before the end of the Notice
2 Period, the Class Member did not make the request in a timely manner, unless the Class Member's
3 Notice Period was extended pursuant to Paragraph 64.d. A declaration submitted by any Class
4 Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice
5 Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was
6 untimely. Under no circumstances shall the Settlement Administrator have the authority to extend
7 the deadline for Class Members to submit a request to opt out of the Class Settlement without the
8 Parties' written consent, except for the 15-day extension of a Class Member's Notice Period due to
9 a re-mailed Class Notice, as set forth in Paragraph 64.d.

10 c. At the close of the Notice Period, the Settlement Administrator shall report
11 the names of all individuals who submitted valid and timely Opt-Out Requests to the Parties and
12 include this information in a Declaration regarding the distribution of the notice that will be provided
13 in support of Plaintiff's motion for final approval of the Settlement.

14 d. If 10% or more of the Class Members submit valid and timely Opt-Out
15 Requests, Defendant will have the sole and absolute discretion to withdraw from this Agreement
16 within ten (10) business days after Defendant receives notice from the Settlement Administrator that
17 a sufficient number of valid and timely Opt-Out Requests have been received by the Settlement
18 Administrator such that the 10% threshold is met or exceeded. Defendant will provide written notice
19 to Class Counsel if it intends to withdraw from this Agreement. In the event that Defendant elects
20 to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for
21 failure to satisfy a condition of settlement, and the Agreement shall become null and void and have
22 no further force or effect, and the class certified pursuant to this Agreement will be decertified for
23 all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision, it
24 shall be responsible to pay the Settlement Administrator's fees and costs incurred through the date
25 it voids the Settlement Agreement. If the Settlement Agreement is terminated for any other reason,
26 including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel
27 and Defendant will be jointly responsible for the Settlement Administrator's fees and costs.

28 67. Objections To Settlement. Any Participating Class Member may object to the Class

1 Settlement. Any written objection must be mailed to the Settlement Administrator (who shall
2 promptly provide a copy to Class Counsel and counsel for Defendant) by the close of the Notice
3 Period. Class Counsel will ensure that any written objections get filed with the Court concurrently
4 with the final approval documents. Class Members who have not objected in writing may still
5 appear and be heard at the Final Approval Hearing.

6 a. Written objections to the Class Settlement must contain at least the following:
7 (i) the objecting Class Member's full name, current address, and signature; (ii) the name and case
8 number of the Class Action; (iii) a statement of the specific reasons why the objector believes the
9 Class Settlement is unfair or objects to the Class Settlement; (iv) copies of any papers, briefs, or
10 other documents upon which the objection is based; and (v) a statement of whether the objector
11 intends to appear at the Final Approval Hearing, either in person or through counsel and, if through
12 counsel, a statement identifying that counsel by name, bar number, address, and telephone number.
13 All objections shall be signed by the objecting Class Member or the Class Member's legally-
14 authorized representative.

15 b. Class Counsel or Defendant's Counsel may, up to five (5) court days before
16 the Final Hearing Date, file responses to any written objections submitted to the Court.

17 c. Unless they opt out of the Settlement as specified in Paragraph 66, Class
18 Members who object to the Class Settlement will remain Participating Class Members, and shall be
19 deemed to have voluntarily waived their right to pursue an independent remedy against Defendant
20 and the other Released Parties. To the extent any Participating Class Member objects to the Class
21 Settlement and such objection is overruled in whole or in part, such individuals will be bound by
22 the Court's Final Approval Order and Judgment.

23 d. In the event that any person objects to or opposes the Class Settlement, or
24 attempts to intervene in or otherwise enter the Actions, the Parties and Class Counsel will use their
25 best efforts to defend the Settlement.

26 e. A Class Member cannot both opt out and object to the Settlement. In the
27 event that a Class Member timely submits both an objection and an Opt-Out Request, the objection
28 will be rejected and the Opt-Out Request accepted. A class member who opts-out of the Class

1 Settlement is not a Participating Class Member and no longer has grounds to object to the Class
2 Settlement. A Class Member may not object to the PAGA portion(s) of the Settlement.

3 68. Funding And Distribution Of Settlement.

4 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
5 Administrator will provide a draft declaration to Class Counsel and Defendant's Counsel of the
6 number of Participating Class Members, the identity of those individuals who submitted valid and
7 timely Opt-Out Requests, the number of payments and total amount payable to all Participating
8 Class Members, the number of Aggrieved Employees who will be issued Individual PAGA
9 Payments, Attorneys' Fees and Costs, the Enhancement Award, the Settlement Administration
10 Costs, and the Employer Payroll Taxes.

11 b. Defendant shall remit the Gross Settlement Amount of \$1,750,000.00 to the
12 Settlement Administrator in two installments: (i) \$900,000.00 will be due within sixty (60) days of
13 the Effective Date ("**First Installment**"); and (ii) \$850,000.00, as well as the Employer Payroll
14 Taxes, will be due within six (6) months of the First Installment ("**Second Installment**"). (The First
15 Installment, the Second Installment, and the Employer Payroll Taxes are collectively called,
16 "**Settlement Fund**"). The delivery by Defendant of the Settlement Fund to the Settlement
17 Administrator will constitute the full and complete discharge of the entire obligation of Defendant
18 under this Agreement, unless anything further is requested by the Settlement Administrator to ensure
19 timely and proper disbursement. No Released Party will have any further obligation or liability to
20 the Named Plaintiffs, Participating Class Members, the State of California, Aggrieved Employees,
21 or Class Counsel under this Agreement, regardless of whether the Named Plaintiff, Participating
22 Class Members, the State of California, Aggrieved Employees, or Class Counsel receive the
23 payments from the Settlement Administrator set forth in this Agreement.

24 c. The distribution of Individual Settlement Payments to Participating Class
25 Members and Individual PAGA Payments to Aggrieved Employees will occur no later than fifteen
26 (15) business days after receipt of the Settlement Fund from Defendant ("**Settlement Proceeds
27 Distribution Deadline**"). The Settlement Administrator shall be deemed to have timely distributed
28 Individual Settlement Payments and Individual PAGA Payments, if it places in the mail Individual

1 Settlement Payments for all Participating Class Members and Individual PAGA Payments for all
2 Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any
3 claim against the Settlement Administrator, Defendant, Class Counsel, Defendant's Counsel, or any
4 other agent designated by the Named Plaintiff or Class Counsel based upon the distribution of
5 Individual Settlement Payments and Individual PAGA Payments made substantially in accordance
6 with this Agreement or further orders of the Court.

7 d. The distribution of the Attorneys' Fees and Costs and Enhancement Award
8 shall occur no later than fifteen (15) business days after the Settlement Administrator receives the
9 Settlement Fund from Defendant.

10 e. The distribution of the LWDA Payment shall occur no later than fifteen (15)
11 business days after the Settlement Administrator receives the Settlement Fund from Defendant.

12 f. If a Participating Class Member's or Aggrieved Employee's check is returned
13 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
14 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
15 expressly understood and agreed that the checks for the Individual Settlement Payments and the
16 Individual PAGA Payments, will become void and no longer available if not cashed within one
17 hundred eighty (180) calendar days after mailing. The funds from voided checks will be transferred
18 to Court Appointed Special Advocates ("CASA") of Orange County, or to another recipient to the
19 extent the Court orders so.

20 g. Defendant will not be obligated to make any payments contemplated by this
21 Agreement unless and until the Court enters the Final Approval Order and Judgment, and after the
22 Effective Date of the Agreement.

23 h. Within sixty (60) calendar days of the Settlement Proceeds Distribution
24 Deadline, the Settlement Administrator will provide written certification of completion of settlement
25 administration to Class Counsel and to Defendants' Counsel.

26 69. Binding Effect of Agreement on Class Members. Subject to final Court approval
27 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
28 Participating Class Members will be bound by this Agreement.

70. Binding Effect of Agreement on Aggrieved Employees and State of California. The Aggrieved Employees and the State of California are deemed, by operation of the Final Approval Order and Judgment, to have agreed not to sue or otherwise make a claim against any of the Released Parties for civil penalties under Labor Code §§ 2698 *et seq.* for the Released PAGA Claims.

71. Provisional Approval of Settlement. Named Plaintiff and Class Counsel will make their best effort file a motion in the Class Action requesting that the Court enter the Preliminary Approval Order shortly after complete execution of this Agreement. Defendant will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendant's Counsel with a reasonable opportunity to review, and provide comments to, the motion for preliminary approval of the settlement before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendant may, without opposing the preliminary approval motion, advise the Court if Defendant disagrees with any of the factual statements included by the Named Plaintiff in the motion and supporting papers. Defendant's Counsel will meet and confer with Class Counsel regarding any disputed factual statements before notifying the Court of any disputes.

72. Non-Interference With Settlement Process. The Parties and their counsel agree that they will not advise, solicit, or otherwise encourage any Class Members to submit Opt-Out Requests or objections to the settlement or to appeal from the Final Approval Order and Judgment.

73. Final Approval Order and Judgment. By way of the motion for final approval of the settlement, the Named Plaintiff will request that the Court enter an order finally approving this Agreement and entering judgment in the Actions. Named Plaintiff will request that the Final Approval Order and Judgment certify the Settlement Class; find that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved Employees; list the full names of the individuals (if any) who opted-out of the Class Settlement; order that Participating Class Members release the Released Parties from the Released Class Claims arising during Class Period; order that the Aggrieved Employees and the State of California release the Released Parties from the Released PAGA Claims arising during the PAGA Period; enjoin the

1 Named Plaintiff and any Class Members who have not timely filed Opt-Out Requests from pursuing
2 any Released Class Claims; and require the Parties to carry out the provisions of this Agreement.

3 74. Automatic Voiding of Agreement If Settlement Not Finalized. If for any reason the
4 settlement set forth in this Agreement does not become final, the settlement will be null and void
5 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
6 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
7 Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to
8 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
9 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
10 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
11 negotiations shall not be admissible or discoverable in the Actions or otherwise.

12 75. Discovery. All discovery and discovery-related motions in the Actions are
13 indefinitely stayed, including responses or objections to discovery, and the motion for class
14 certification and related deadlines are vacated. If the Court does not grant approval of the Settlement
15 Agreement, the Parties will meet and confer about discovery due dates and objection times.

16 76. No Double Recovery. No person who has already released, assigned, or otherwise
17 forfeited the claims asserted in the Actions will be considered a Class Member or be entitled to
18 recover under this Agreement.

19 77. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
20 discuss, answer questions about, promote, or publicize the Parties' settlement, this Agreement and
21 its terms, or the negotiations leading to this Agreement with anyone other than the Court, or those
22 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
23 Paragraph 77 includes, but is not limited to: (i) publication by Named Plaintiff or Class Counsel on
24 any website (including, without limitation, publishing on any Twitter account, Facebook, other
25 social media, or blog, or business website) of the amount or terms of the settlement, with or without
26 identifying information; (ii) the submission of information to legal periodicals and publications such
27 as "Jury Verdicts," "Verdicts & Settlements" or any other publication that summarizes the results
28 of jury verdicts and settlements; or (iii) the public at large, without the advance written consent of

1 Defendant.

2 a. Notwithstanding the foregoing, Class Counsel may respond to questions
3 received from, and discuss any aspect of this Agreement with the Class Members or their legal
4 representatives, the Settlement Administrator, the Court, and representatives of the LWDA.

5 b. Notwithstanding the foregoing, nothing in this Paragraph shall prohibit the
6 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
7 effectuate this Agreement, or the online posting of documents relating to the Actions by the
8 Settlement Administrator as permitted by this Agreement, including the judgment entered by the
9 Court.

10 c. The Named Plaintiff and Class Counsel agree that all data and information
11 informally produced by Defendant in connection with the Actions will be maintained in the strictest
12 confidence and will not be used for any other purpose than to effectuate and/or enforce the
13 Settlement. For example, the Named Plaintiff and Class Counsel agree that all data and information
14 produced by Defendant will not be used to prosecute any other action.

15 78. Invalidation of Agreement for Failure to Satisfy Conditions. If the Court makes
16 material changes to the material terms or conditions of Paragraphs 1 through 77 of this Agreement
17 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
18 which case Defendant would not be obligated to make any payments to any Class Member,
19 Aggrieved Employees, the State of California, to Class Counsel, or Named Plaintiff. The Parties
20 shall meet and confer in good faith and involve the Mediator as necessary before exercising such
21 right.

22 79. Modification In Writing. This Agreement may be altered, amended, modified or
23 waived, in whole or in part, only in a writing signed by Class Counsel and Defendant's Counsel,
24 subject to approval by the Court (if preliminary approval has already been granted at the time the
25 alteration, amendment, modification, or waiver is taking place).

26 80. Ongoing Cooperation. The Named Plaintiff and Defendant will execute all
27 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. The
28 execution of such documents must take place prior to the Final Approval Hearing. In the event the

Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator and, if still unable to resolve their dispute, the Court.

81. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

LAWYERS *for* JUSTICE, PC
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Selena Matavosian, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020

COUNSEL FOR DEFENDANT

RUTAN & TUCKER, LLP
Edson K. McClellan, Esq..
Peter Hering, Esq.
Noell Rice, Esq.
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

82. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs, and legal representatives.

83. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to the settlement of the Actions. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of

1 the Actions. Except for those set forth expressly in this Agreement, there are no other agreements,
2 covenants, promises, representations or arrangements between the Parties with respect to the
3 settlement of the Actions, and the Released Class Claims and Released PAGA Claims against the
4 Released Parties. The Parties explicitly recognize California Civil Code § 1625 and California Code
5 of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according
6 to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such
7 extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this
8 Agreement.

9 84. Execution In Counterparts. This Agreement may be signed in one or more
10 counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement
11 (including facsimile and e-mail copies of the signature pages), shall have the same force and effect
12 and shall be as legally binding and enforceable as the original.

13 85. Captions. The captions, section numbers, and paragraph numbers in this Agreement
14 are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
15 or intent of the provisions of this Agreement.

16 86. Governing Law. This Agreement shall be interpreted, construed, enforced, and
17 administered in accordance with the laws of the State of California, without regard to conflict of law
18 rules.

19 87. Reservation Of Jurisdiction. Notwithstanding the entry of the Final Approval Order
20 and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms
21 of this Agreement.

22 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
23 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
24 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
25 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
26 Parties, all Parties have contributed to the preparation of this Agreement.

27 89. Representation and Warranties. Class Counsel and the Named Plaintiff represent
28 and warrant to Defendant that they are not aware of any attorneys beyond those named as Class

1 Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by this
2 Agreement.

3 90. Authorization to Act. Each Party to this Agreement covenants and warrants that (a)
4 such Party has full power and authority to enter into and consummate all transactions contemplated
5 by this Agreement and have duly authorized the execution, delivery, and performance of this
6 Agreement; and (b) the person executing this Agreement for such Party has the full right, power,
7 and authority to enter into this Agreement on behalf of such Party, and the full right, power, and
8 authority to execute any and all necessary instruments in connection with the Settlement, and to
9 fully bind such Party to the terms and obligations of this Agreement.

10 91. Representation By Counsel. The Parties acknowledge that each of them has been
11 represented by their respective counsel throughout all negotiations that preceded the execution of
12 this Agreement, and that this Agreement has been executed with the consent and advice of their
13 respective counsel. Further, Named Plaintiff and Class Counsel warrant and represent that there are
14 no liens on the Settlement Agreement, and that after entry by the Court of the Final Approval Order
15 and Judgment, the Settlement Administrator may distribute funds to itself, Participating Class
16 Members, Aggrieved Employees, Class Counsel, the LWDA, and the Named Plaintiff as provided
17 by this Agreement.

18 92. Representation By the Named Plaintiff. The Named Plaintiff agrees to cooperate in
19 participating in and implementing the Settlement, not to request to be excluded from the Class and
20 not to object to any terms of this Agreement. Any such request by the Named Plaintiff for exclusion
21 or objection shall be void and of no force or effect.

22 93. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
23 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
24 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
25 arising from the Actions or the Gross Settlement Amount from the Released Parties except as
26 expressly provided in this Agreement.

27 94. No Reliance on Representations. The Parties have made such investigations of the
28 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and

1 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
 2 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
 3 any of their rights or asserted rights, or with regard to the advisability of making and executing this
 4 Agreement, or with respect to any such matters. No representations, warranties, or inducements
 5 have been made to any Party concerning this Agreement.

6 95. No Collateral Attack. This Agreement will not be subject to collateral attack by any
 7 Class Member or any recipient of the Class Notice after the Final Approval Order and Judgment is
 8 entered. Such prohibited collateral attacks shall include but not be limited to claims that the Class
 9 Member failed for any reason to receive timely notice of the procedure for disputing the calculation
 10 of his or her Individual Settlement Payment, or for opting out of the Class Settlement.

11
 12
 13 IT IS SO AGREED:

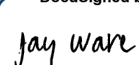
14
 15 Dated: 12/22/23, 2023

Electronically Signed 2023-12-22 16:12:19 UTC - 107.119.57.35

 NitroX AssumeSign® ec5a5985-8695-4486-86a3-60d014b4d74

NORBERTO CEJA

16
 17 Dated: January 29, 2024, 2023

DocuSigned by:

 52C26A820869414

WARE DISPOSAL, INC.

By: jay ware

Its: general Manager

18
 19
 20
 21
 22
 23 APPROVED AS TO FORM AND CONTENT

24 Dated: January 29, 2024, 2023

RUTAN & TUCKER, LLP

25
 26 By: 

Peter Hering
 Attorneys for Defendants
 WARE DISPOSAL, INC.

1 APPROVED AS TO FORM AND CONTENT AND
2 AGREE TO BE BOUND BY PARAGRAPH 77

3 Dated: December 22, 2023

LAWYERS *for* JUSTICE, PC

4
5 By: 

6 Joanna Ghosh
7 Selena Matavosian
8 Attorneys for Plaintiff
9 NORBERTO CEJA
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

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.