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*Attorneys for Plaintiff Pedro Ismael Pedroso,
individually, and on behalf of all others similarly
situated*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

PEDRO ISMAEL PEDROSO,
individually, and on behalf of all
other similarly situated current and
former employees of Defendants;

Plaintiffs,

vs.

OTAY LANDFILL, INC., a
corporation; REPUBLIC SERVICES
ALLIANCE GROUP, INC., a
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 37-2021-00043223-CU-OE-CTL

[Assigned for all purposes to the Hon.
Katherine Bacal, Dept. 69]

**DECLARATION OF FARZAD
RASTEGAR IN SUPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

Date: October 27, 2023

Time: 1:30 p.m.

Dept.: C-69

DECLARATION OF FARZAD RASTEGAR

1. I am an attorney at law, licensed to practice in the State of California, with Rastegar Law Group, APC, attorney of record for Plaintiff herein. Unless otherwise indicated, I have personal knowledge regarding the facts set forth herein, and if called upon, could and would testify competently thereto.

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**DECLARATION OF FARZAD RASTEGAR IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 2. This is a putative wage and hour class action brought by Named Plaintiff
2 against Defendants. Plaintiff and Defendants will, at times, be collectively referred to as
3 “the Parties”. Named Plaintiff worked for Defendants, from around September 15, 2019
4 as an hourly, non-exempt “landfill laborer” and “driver.” Defendants are in the waste
5 disposal business in San Diego County and elsewhere.

6 3. On October 8, 2021, Plaintiff filed his Class Action Complaint in the
7 Superior Court of California, County of San Diego. The Complaint alleges the following
8 eight causes of action: 1. Failure to Provide Adequate Meal Periods; 2. Failure to
9 Provide Adequate Rest Periods; 3. Failure to Timely Pay Minimum and Straight Time
10 Wages; 4. Failure to Timely Pay Overtime Compensation; 5. Failure to Pay All Wages
11 Due Upon Termination of Employment; 6. Failure to Provide Accurate Wage Statements
12 and Maintain Required Payroll Records; 7. Unfair Business Practices (California
13 Business & Professions Code, § 17200 et seq.); and 8. Representative Action for Civil
14 Penalties (California Labor Code, §§ 2698-2699.5)

15 4. The “Class Period” is from April 10, 2019 through the preliminary
16 approval of the class settlement. The proposed class is defined as "all current and former
17 nonexempt employees employed by Defendants at the Otay Landfill in California at any
18 time during the Class Period." The payroll data provided from Defendant indicates there
19 are approximately 135 class members.

20 5. During the course of the litigation, the Parties engaged in substantial
21 discovery, that included obtaining and analyzing pertinent information regarding the
22 Class, relevant policy documents, including those regarding meal periods, rest periods,
23 time-keeping and payroll, and timekeeping and payroll records. Among other things, we
24 reviewed extensive informal discovery requests and information by conducting an
25 evaluation and review of Class Members’ time, payroll records, and wage statements;
26 Drafting briefs; and attending the mediation session. We spent significant time reviewing
27 these documents and, in particular, retained an expert for a full analysis of Defendant’s
28 time and payroll data to determine Defendant’s potential damage exposure. Based on the

1 information analyzed, we were able to act intelligently and effectively in negotiating the
2 proposed Settlement.

3 The Class Action and PAGA Settlement Agreement and Release Of Claims
4 ("Settlement Agreement"), marked as Exhibit 1 and attached hereto, was reached
5 following arm's length negotiations over the course of a private mediation session with a
6 highly experienced mediator.

7 6. On January 31, 2023, the Parties participated in mediation before Anthony
8 Pantoni, Esq., a well-respected wage and hour mediator. Though the case did not settle at
9 mediation, the parties continued to engage with the mediator in settlement negotiations,
10 which resulted in the Parties' acceptance of a mediator's proposal on April 24, 2023.
11 Defendants represented that there were approximately one hundred and thirty-five (135)
12 eligible Class Members as of the date of the acceptance of the mediator's proposal on
13 April 24, 2023.

14 7. Each Party was represented by their respective counsel during the arms-
15 length, good-faith negotiations facilitated by Mr. Pantoni. The settlement agreed to by
16 the parties, if approved, would completely resolve the Action pursuant to the terms
17 included in this Settlement Agreement.

18 8. Plaintiff's claims against Defendant and estimated damages are as follows:

19 **A. Compensation for Unpaid Wages.**

20 **1. 226.7 Meal Period Violations**

21 Plaintiff's expert determined there were 11,992 potential meal period violations
22 during the class period for which Defendant did not pay a premium, which equates to
23 approximately \$249,363 in premiums with interest that may still be owed and due.

24 **2. Labor Code 226.7 Rest Break Violations**

25 Based on the finding of 22,293 shifts in the class period, based on a fifty percent
26 violation rate indicated by anecdotal evidence and payroll data, we estimated that
27 Defendant's liability for unpaid premium wages equated to approximately \$231,781 in
28 premiums that may still be owed and due for rest break violations.

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1 12. The portion to be paid to the LWDA was not the result of self-interest at the
2 expense of other Class Members.

3 13. On information and belief, the gross settlement figure of \$250,000 provides
4 approximately \$1,015 per class member, based on a class size of 135. We were always
5 prepared to litigate the claims in this action. However, we support the proposed
6 Settlement as being in the best interests of the Class.

7 14. In my opinion, given the nature of claims, this settlement represents a
8 discount that is fair, reasonable, and in the best interests of the class. There are several
9 factors motivating settlement from the plaintiff's perspective:

10 Certifying the rest break claim would be problematic, as Named Plaintiff would be
11 required to rely heavily on anecdotal testimony. As a result, demonstrating common
12 issues would be fraught with assertions of individual inquiries at both the class
13 certification stage and beyond. If the certification motion was not granted, the likelihood
14 is that Defendant will likely end up paying only a tiny fraction of the amount it is
15 agreeing to pay pursuant to this Settlement, which would, of course, mean nothing paid to
16 the absent class members.

17 In addition, proving the amount of wages due to each class member would be an
18 expensive, time-consuming, and extremely uncertain proposition. In order to prove
19 liability and damages, my office will need to request and analyze thousands of pages of
20 documents, obtain class member contact information, contact them, obtain declarations at
21 great expense, and utilize expert analysis at great expense. There is a further risk that, for
22 at least part of their employment, some class members were not improperly denied meal
23 and rest periods. Obtaining the cooperation of current employees would also be difficult,
24 given the likely reluctance to aid the prosecution of a lawsuit against their current
25 employer. On the other hand, Defendant would likely be able to obtain the cooperation
26 of its current employees. Moreover, even if Named Plaintiff prevails at class
27 certification, trial and possible appeals would substantially delay any recovery by the
28 class members. In contrast, through the proposed Settlement, Settlement Class Members

1 greatly benefit by receiving timely relief and avoiding the risk of an unfavorable
2 judgment.

3 Accordingly, when evaluating the risks of litigation, the uncertainties involved in
4 achieving class certification, the burdens of proof necessary to establish liability, and the
5 probability of appeal of a favorable judgment are balanced against the merits of Named
6 Plaintiff's claims, it is clear that the settlement amount is fair, adequate, and reasonable.

7 15. In my opinion, this class action is, from a practical point of view, the only
8 avenue of recovery that is reasonably likely to result in any recovery for hourly, non-
9 exempt employees of Defendant. In my opinion, without this Class Action, Defendant
10 will end up paying only a small fraction (if anything at all) of the money that is due and
11 owing to Class Members.

12 16. The Settlement Agreement provides for an enhancement for the Class
13 Representative in the amount up to \$7,500.00. In my opinion, the information provided
14 by Mr. Pedroso was instrumental in establishing the wage and hour violations alleged in
15 this action, and the recovery provided for in the Settlement Agreement would have been
16 impossible to obtain without his willingness to act as class representative. This Class
17 Action would not have been possible without Mr. Pedroso's aid, who put his own time
18 and effort into this litigation, and placed himself at personal and financial risk for the
19 sake of the class members.

20 17. Furthermore, in my opinion, the enhancement is also necessary to provide
21 motivation for individuals such as Plaintiff to bring an action on behalf of the other
22 employees, incurring the additional time and expense involved. If the Plaintiff's own
23 individual wage and hour claims will not be paid in full, which is usually the case, asking
24 individuals such as Plaintiff to give up part of his own claims would make bringing a
25 class action an extremely difficult proposition, from a practical perspective. Class
26 actions entail not only the expenditure of time and money, but also risks, including risks
27 to current or future employment, and the risk of a potentially devastating cost judgment if
28 the action is ultimately unsuccessful. In my opinion, an incentive award of \$7,500.00 is

1 reasonable to compensate the Class Representative for his willingness to pursue and
2 assist in this litigation, which would not have been possible without his contribution.

3 18. The Settlement Agreement provides for attorney's fees to Class Counsel of
4 35% of the gross settlement or Eighty-Seven Thousand Five Hundred (\$87,500.00) in
5 fees) and litigation costs and expenses, estimated to be not more than approximately
6 \$11,000.00. The contingency fee percentage is less than Class Counsels' contingency fee
7 percentage charged in other employment cases.

8 19. In the case at hand, the fee and costs provisions are clearly reasonable. As
9 there is no fee-splitting agreement with other plaintiff's counsel in this case, the sole
10 efforts of my office have resulted in substantial benefits to the class, in the form of
11 substantial settlement funds established to compensate class members for Defendant's
12 illegal wage and hour practices. Class counsel are qualified to handle this litigation
13 because they are experienced in litigating Labor Code violations in both single and class
14 actions. Class Counsel are attorneys generally representing the plaintiff's side in
15 employment cases, currently handling a number of wage and hour class actions.

16 20. More specifically, Rastegar Law Group and its predecessor firm have
17 litigated many cases against some of the largest firms in the country. The attorneys
18 making up the firm have litigated numerous Plaintiff's wage and hour class action cases,
19 as well as individual employment cases.

20 21. The firm's attorneys are all actively and continuously practicing in
21 employment litigation, representing almost entirely employee plaintiffs, in both
22 individual and class actions, in Superior Courts throughout the State, in the Court of
23 Appeal, and in various Federal courts.

24 22. During the thirty-two years since I began practicing law, I have built my
25 practice to have a heavy emphasis on employment and related litigation. I have been
26 heavily, successfully, and continuously involved in active litigation and trial work,
27 including without limitation, wage and hour class action litigation, employees' rights,
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1 civil rights, discrimination, and sexual harassment claims, and other forms of
2 employment litigation.

3 23. Including myself, Rastegar Law Group includes eight attorneys, all of
4 whom are actively and continuously practicing in employment litigation, representing
5 almost entirely employee plaintiffs, in both individual and class actions, in this Superior
6 Court, and other Superior Courts throughout the State, in the Court of Appeal, and in
7 various Federal courts. The attorneys at Rastegar Law Group have litigated hundreds of
8 cases against the largest firms in the country, including but not limited to Gibson Dunn &
9 Crutcher, O'Melveny & Myers, Morrison & Foerster, Littler Mendelson, Jackson Lewis
10 LLP, Kecker & Van Nest, DLA Piper, and Skadden Arps. Because of the unique history
11 and nature of our practice, all of the attorneys at my firm have a high level of knowledge
12 and experience in areas of wage and hour class actions, and labor and employment law.
13 Currently, more than half of Rastegar Law Group's active caseload includes wage and
14 hour class action cases. Besides myself, my firm includes four attorneys with the
15 following qualifications:

- 16 a. Douglas W. Perlman, University of California, Davis School of Law, over
17 27 years of litigation experience;
- 18 b. Thomas S. Campbell, Southwestern University School of Law (*cum laude*
19 and Law Review), over 24 years of litigation experience;
- 20 c. Rose Sorial, Trinity Law School, 10 years of litigation experience.

21 24. My office is qualified to handle this litigation because we are experienced
22 in litigating Labor Code violations in both individual and class actions. I and the other
23 attorneys at my office have served as lead counsel in numerous wage and hour class
24 actions, and have successfully negotiated several settlements, including multiple seven-
25 figure cases, amounting to over \$200 million in settlements.

26 25. Rastegar Law Group has a number of published appellate victories which
27 have significantly advanced the rights of employees, including:

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- 1 a. *Yocupicio v. PAE Group, LLC, et al.*, 795 F.3d 1057 (9th Cir. 2015),
2 an important decision concerning federal jurisdiction under the Class
3 Action Fairness Act (“CAFA”), holding that non-class claims, such as
4 claims under California’s Private Attorney General Act (“PAGA”),
5 cannot be used to calculate CAFA’s amount in controversy. This case
6 is cited in several leading treatises such as Wright & Miller’s *Federal*
7 *Practice & Procedure*, and *Newberg on Class Actions*.
8 b. *Rodriguez v. EME, Inc.*, 246 Cal.App.4th 1027 (2016), the first
9 published appellate decision defining the permissibility of combining
10 rest breaks.

11 26. My predecessor firm, Rastegar & Matern, also had a number of appellate
12 victories, including:

- 13 a. *Franco v. Arakelian Enterprises, Inc.*, 234 Cal.App.4th 947 (2015)
14 (applying *Iskanian v. CLS Transportation of Los Angeles*, 59 Cal.4th 348
15 (2014) to hold that the waiver of the right to enforce PAGA claims in an
16 arbitration agreement was unenforceable).
17 b. *Ventura v. ABM Industries, Inc.*, 212 Cal.App.4th 258 (2012) (affirming a
18 jury verdict finding that the employer violated the Ralph Act, Civil Code
19 section 51.7, which guarantees the right to be free from any violence on
20 account of sex).
21 c. *Franco v. Arakelian Enterprises, Inc.*, 211 Cal.App.4th 314 (2012)
22 (holding that a class action waiver was unenforceable).
23 d. *Fuentes v. Autozone, Inc.*, 200 Cal.App.4th 1221 (2011) (affirming a jury
24 verdict finding that the employer committed sexual harassment).
25 e. *Pantoja v. Anton*, 198 Cal.App.4th 87 (2011) (holding that evidence of the
26 employer’s alleged gender bias in the form of harassing activity against
27 women employees other than the plaintiff is admissible).

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1 f. *Gutierrez v. California Commerce Club*, 187 Cal.App.4th 969 (2010)
2 (holding that it is premature for a trial court to determine the suitability of
3 a class action on demurrer).

4 g. *Franco v. Athens Disposal Company, Inc.*, 171 Cal.App.4th 1277 (2009)
5 (holding that an arbitration agreement was unenforceable).

6 27. My office invested significant time and resources into the case, with
7 payment deferred to the end of the case, and then, of course, contingent on the outcome.
8 My office's efforts included, without limitation, the following: interviews with Named
9 Plaintiff; review of documents produced by Named Plaintiff; legal research and
10 investigation regarding Defendant's practices at numerous points in the litigation;
11 preparation of multiple drafts of the complaint; correspondence with Defendant's counsel
12 to obtain relevant documents and information through both formal and informal
13 discovery; in-depth analysis and review of Class timekeeping records; research and
14 preparation of Named Plaintiff's mediation brief; attendance at mediation; drafting the
15 Settlement Agreement and attachments; and preparation of the motion for preliminary
16 approval. My office's lode star for the completed and anticipated work on these cases is
17 in line with the total amount of attorney fees agreed to by the parties.

18 28. It is further estimated that my office will need to expend at least another 50
19 hours to monitor the process leading up to the final approval and payments made to the
20 class. My office also bears the risk of taking whatever actions are necessary if Defendant
21 fails to pay. In two recent cases, that has meant over 500 hours spent post final approval
22 in efforts to collect on behalf of the class.

23 29. The risk to my office has been very significant, particularly if we would not
24 be successful in pursuing this class action. In which case, we would have been left with
25 no compensation for all the time taken in litigating this case. Indeed, we have taken on a
26 number of class action cases that have resulted in thousands of attorney hours being
27 expended and ultimately having certification denied or the defendant company going
28 bankrupt. The contingent risk in these types of cases is very real and they do occur

1 regularly. Furthermore, we were precluded from focusing on, or taking on, other cases
2 which could have resulted in a larger, and less risky, monetary gain.

3 30. Because most individuals cannot afford to pay for representation in
4 litigation on an hourly basis, Rastegar Law Group represents virtually all of its
5 employment law clients on a contingency fee basis. Pursuant to this arrangement, we are
6 not compensated for our time unless we prevail at trial or successfully settle our clients'
7 cases. Because Rastegar Law Group is taking the risk that we will not be reimbursed for
8 our time unless our client settles or wins his or her case, we cannot afford to represent an
9 individual employee on a contingency basis if, at the end of our representation, all we are
10 to receive is our regular hourly rate for services. It is essential that we recover more than
11 our regular hourly rate when we win if we are to remain in practice so as to be able to
12 continue representing other individuals in employment disputes.

13 31. It should be noted that these are just some of the class action cases I have
14 litigated and taken through the settlement and approval process. I am currently handling
15 a number of class actions in litigation, and the firm has handled many more such cases
16 through settlement and the approval process.

17 32. Thus, Class counsel are "qualified, experienced, and generally able to
18 conduct the proposed litigation" as required under existing law. *Miller v. Woods* (1983)
19 148 Cal. App. 3d 862, 874.

20 33. The efforts of Class Counsel have resulted in substantial benefits to the
21 settlement class, in the form of a substantial settlement fund established to compensate
22 settlement class members for unpaid wages, and meal period and derivative violations.
23 Without the efforts of Class Counsel, the Labor Code and Wage Order violations alleged
24 in the Complaint would have gone completely unremedied. In my opinion, the thirty-five
25 percent fee requested is reasonable given the result achieved.

26 34. The Class Action and PAGA Settlement Agreement and Release of Claims
27 marked as Exhibit 1 and attached hereto is a true and correct copy.

28 ///

Exhibit 1

1 FARZAD RASTEGAR, Bar No. 155555
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Telephone: 619.232.0441
12 Fax No.: 619.232.4302

13 Attorneys for Defendants
14 OTAY LANDFILL, INC. AND REPUBLIC
SERVICES, INC.
15

16 SUPERIOR COURT OF CALIFORNIA
17 COUNTY OF SAN DIEGO
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19 PEDRO ISMAEL PEDROSO, individually, and
on behalf of all other similarly situated current
20 and former employees of Defendants,

21 Plaintiffs,

22 v.

23 OTAY LANDFILL, INC., a corporation;
REPUBLIC SERVICES, INC., a California
24 corporation; and DOES 1 through 50, inclusive,

25 Defendants.
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Case No. 37-2021-00043223-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO
JUDGE KATHERINE BACAL

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Trial Date: Not Set
Complaint Filed: October 8, 2021

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered into by
2 and between Plaintiff PEDRO ISMAEL PEDROSO (“Plaintiff”), individually and on behalf of all
3 others similarly situated, and Defendants OTAY LANDFILL, INC. (“Otay”) and REPUBLIC
4 SERVICES, INC. (“Republic”) (collectively referred to as “Defendants”), and is approved by their
5 respective counsels of record, subject to the terms and conditions hereof and the Court’s approval.

6 **A. Definitions**

7 As used herein, for the purposes of this Settlement Agreement only, the following terms shall
8 be defined as set forth below:

9 1. “Action” or “Lawsuit” mean and refer to the case entitled *Pedro Ismael Pedroso v.*
10 *Otay Landfill, Inc., et al.*, Superior Court of California, County of San Diego, Case No. 37-2021-
11 00043223-CU-OE-CTL.

12 2. “Settlement Agreement” means this Class Action and PAGA Settlement Agreement
13 and Release of Claims.

14 3. “Aggrieved Employees” means all current and former nonexempt employees employed
15 by Defendants at the Otay Landfill in California at any time during the PAGA Period.

16 4. “Class Counsel” refers to Farzad Rastegar and Thomas S. Campbell of Rastegar law
17 Group, APC.

18 5. “Class Data” means a complete list that Defendants will diligently and in good faith
19 compile from its records and provide to the Settlement Administrator on spreadsheets and shall include
20 the Settlement Class Members’ full names; last known addresses; Social Security Numbers; the total
21 Pay Periods Worked during the PAGA Period for each Aggrieved Employee; and the total Weeks
22 Worked during the Class Period for each Settlement Class Member.

23 6. “Class Period” is deemed to be any time during the period of April 10, 2019, through
24 the Preliminary Approval Date.

25 7. “Class Representative” or “Plaintiff” means and refers to Pedro Ismael Pedroso.

26 ///

8. “Complaint” refers to the operative Complaint in the Action, alleging Class Claims and representative PAGA Claims.

9. “Court” or “Judge” means the Superior Court of California, County of San Diego.

10. “Defendants” refers to Otay Landfill, Inc. and Republic Services, Inc.

11. “Defendants’ Counsel” or “Defense Counsel” refers to Littler Mendelson, P.C.

12. “Effective Date” means the date when all of the following events have occurred (“Effective Date”): (i) this Settlement Agreement has been executed by Plaintiff, Defendant, Class Plaintiff’s counsel and Defendant’s counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further remedies or relief.

13. "Final Approval" refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Settlement Agreement on substantially the terms provided herein or as the same may be modified by subsequent written agreement of the Parties.

14. “Final Settlement Class” means, collectively, all Participating Class Members who have not opted out of the Settlement Class by submitting timely, valid Requests for Exclusion.

15. “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(a) below.

16. “Individual Settlement Payment(s)” shall have the meaning ascribed to it in Paragraph 49(c) below.

17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(b) below.

18. “Notice” means the notice of class action and PAGA settlement that will be sent to the Settlement Class Members and Aggrieved Employees, substantially in the Form of Exhibit A.

19. “Notice Response Deadline” is sixty (60) calendar days from the date the Notice is mailed to the Settlement Class Members and Aggrieved Employees.

20. “Objecting Settlement Class Member” means a Settlement Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Settlement Agreement with respect to the Released Class Claims, pursuant to Paragraph 72(c) below.

21. “PAGA” means the California Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

22. “PAGA Penalties” means the total amount of civil penalties that the Parties have agreed will be paid from the Gross Settlement Amount to settle the PAGA Claims, allocated Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) to the California Labor and Workforce Development Agency (“LWDA”) in accordance with PAGA, and Two Thousand and Five Hundred Dollars and Zero Cents (\$2,500.00) for the individual PAGA payments to Aggrieved Employees, as set forth further below in Paragraph 49(h).

23. “PAGA Period” is deemed to be any time during the period of October 8, 2020, through the Preliminary Approval Date.

24. “PAGA Released Claims” by the Aggrieved Employees upon Final Approval of the settlement means the PAGA claims that Plaintiff alleged or could have alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Complaint and in the relevant LWDA notice letter or that could have been asserted based on those facts, including all PAGA claims seeking civil penalties premised upon: (a) failure to provide adequate

1 meal periods, (b) failure to provide adequate rest periods, (c) failure to timely pay minimum wages,
2 overtime, and regular wages or other compensation, (d) failure to pay all wages due upon termination
3 of employment, (e) failure to provide accurate wage statements and maintain required payroll records,
4 (f) unfair business practices (California Business & Professions Code, § 17200 et seq.), and (g) and
5 all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code
6 §§ 2698 *et seq.* based on the facts or claims alleged in the LWDA Notice and the Complaint.

7 25. “Participating Class Member” means any and all Settlement Class Members who are
8 deemed to participate, who will receive an Individual Settlement Payment, and who do not opt-out by
9 submitting a timely, valid Request for Exclusion.

10 26. “Parties” mean Plaintiff and Defendants, collectively.

11 27. “Pay Period(s) Worked” means all pay periods during the PAGA Period in which an
12 Aggrieved Employee was employed in California as a nonexempt employee and worked at least one
13 pay period.

14 28. “Preliminary Approval Date” means the date the Court preliminarily approves this
15 Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

16 29. “Preliminary Approval Order” means the judicial Order to be entered by the Court,
17 upon the application or motion of the Plaintiff, preliminarily approving this settlement and providing
18 for the issuance of the Notice to the Settlement Class and Aggrieved Employees, an opportunity for
19 Settlement Class Members to opt-out of the Settlement, an opportunity to submit timely objections to
20 the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of
21 attorneys’ fees and costs.

22 30. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for
23 the benefit of the Final Settlement Class and Aggrieved Employees, and from which the settlement
24 payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code
25 Sec. 468.

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31. “Released Class Claims” or “Class Claims” by the Participating Class Members upon Final Approval of the settlement will include the claims stated in the Complaint or those claims which could have been asserted in the Complaint based upon the facts in the Complaint, including: (a) failure to provide adequate meal periods or pay meal period premium payments, (b) failure to provide adequate rest periods or pay rest period premium payments, (c) failure to timely pay minimum wages, overtime, and regular wages, or other compensation, (d) failure to pay all wages due upon termination of employment, (e) failure to provide accurate wage statements and maintain required payroll records, (f) unfair business practices (California Business & Professions Code, § 17200 et seq.), including without limitation all related claims for restitution and other equitable relief under Business and Professions Code § 17200 et seq., and (g) all related claims for conversion, liquidated damages, punitive damages, penalties, statutory penalties based on the preceding released claims.

32. “Released Parties” means Defendants and their past and present officers, directors, shareholders, members, partners, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations, subsidiaries, divisions, affiliates, attorneys, predecessors, successors and assigns.

33. “Release” shall mean (1) the release and discharge of the Released Class Claims by Plaintiff and all Participating Class Members, and (2) the release and discharge of the PAGA Released Claims by Plaintiff, the State of California, and all of the Aggrieved Employees. The *res judicata* effect of the judgment will be the same as that of the Release of the Released Class Claims and PAGA Released Claims.

34. “Request for Exclusion” means and refers to a valid and timely request for exclusion from the settlement of the Released Class Claims, which may be submitted by any Settlement Class Member, other than Plaintiff, pursuant to Paragraph 72(a) below.

35. “Service Payment” means, as set forth further in Paragraph 49(e) below, the amount approved by the Court to be paid from the Gross Settlement Amount to the Class Representative, Pedro Ismael Pedroso, in addition to Pedro Ismael Pedroso’s Individual Settlement Payment as a

1 Participating Class Member and Aggrieved Employee.

2 36. “Settlement Administrator” means and refers to Phoenix Settlement Administrators the
3 third-party class action settlement administrator agreed to by the Parties, that will provide the Notice
4 to the Settlement Class and Aggrieved Employees and distribute the settlement amounts as described
5 in this Settlement Agreement.

6 37. “Settlement Administration Costs” means the costs payable from the Gross Settlement
7 Amount to the Settlement Administrator for administering this settlement, including, but not limited
8 to, printing, distributing, and tracking documents for this settlement, tax reporting, and deposit of the
9 employee and employer share of payroll taxes, unclaimed property due diligence, reporting and
10 remittance obligations, distributing the Gross Settlement Amount, and providing necessary reports and
11 declarations, as requested by the Parties.

12 38. “Settlement Class” consists of all current and former nonexempt employees employed
13 by Defendants at the Otay Landfill in California at any time during the Class Period.

14 39. “Settlement Class Member(s)” or “Class Member(s)” refers to individual members of
15 the Settlement Class.

16 40. “Work Week(s)” or “Week(s) Worked” means all calendar weeks in which the
17 Settlement Class Member was employed in California as a nonexempt employee and worked at least
18 one work week.

19 **B. General Terms**

20 41. Plaintiff filed a class and representative action complaint with the Court on October 8,
21 2021. Then, on January 25, 2022 Plaintiff filed the operative Complaint (which included an
22 amendment to the Complaint) against Defendants, alleging class and representative PAGA claims.
23 Plaintiff’s Complaint alleged the following class claims: (1) failure to provide adequate meal periods,
24 (2) failure to provide adequate rest periods, (3) failure to timely pay minimum and straight time wages,
25 (4) failure to timely pay overtime compensation, (5) failure to pay all wages due upon termination of
26 employment, (6) failure to provide accurate wage statements and maintain required payroll records,

(7) unfair business practices (California Business & Professions Code, § 17200 et seq.), and (8) and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the LWDA Notice and the Complaint. Plaintiff's Complaint alleged the following claims under PAGA: (1) failure to provide adequate meal periods, (2) failure to provide adequate rest periods, (3) failure to timely pay minimum and straight time wages, (4) failure to timely pay overtime compensation, (5) failure to pay all wages due upon termination of employment, and (6) failure to provide accurate wage statements and maintain required payroll records.

42. Pursuant to California Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending his LWDA notice letter on August 6, 2021 ("PAGA Notice") alleging Defendants violated Labor Code §§ 203, 226, 226.7, 510, 512, 512(a), 1174, 1174.5, 1194, and 1197 and Industrial Welfare Commission Wage Order §§ 4-2001(11), 4-2001(12), 4-2001(7). In Plaintiff's PAGA Notice, Plaintiff further alleged Plaintiff and Aggrieved Employees were denied compliant meal and rest periods and denied premium payments for denied rest periods and meal periods; were not provided itemized wage statements, including not providing itemized wage statements including payment of overtime earnings and rest premiums and meal premiums; were not provided proper minimum and overtime wages, including, in part, not including discretionary bonuses and awards in overtime calculations, not paying employees for off-the-clock work, and automatic rounding of employees' time entries; were not provided timely payment of final wages; and were not provided accurate record of employee time due to Defendants' failure to record and maintain records of employee time. A copy of Plaintiff's PAGA Notice is attached to this Settlement Agreement as Exhibit B.

43. Defendants deny Plaintiff's claims and allegations and contend that the Action is not suitable for class certification or manageable as a class or representative action.

44. The Class Representative believes he can proceed with his representative and class claims, that the Action is meritorious, and that class certification is appropriate.

45. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery, including Defendants' written policies and practices and confirmation regarding the uniform payroll and timekeeping practices for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendants. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

46. On January 31, 2023, Plaintiff and Defendants participated in mediation before Anthony Pantoni, Esq., a well-respected wage and hour mediator. Though the case did not settle at mediation, the parties continued to engage with the mediator in settlement negotiations, which resulted in the Parties' acceptance of a mediator's proposal on April 24, 2023. Defendants represent that there were approximately one hundred and thirty-five (135) eligible Class Members as of the date of the acceptance of the mediator's proposal on April 24, 2023.

47. The Parties agree that neither the Parties' settlement, this Settlement Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the settlement and this Settlement Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

48. Stipulation to Class Certification and Representative Treatment. For settlement purposes only, Defendants will stipulate that the Settlement Class Members described herein who do not submit a timely Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for representative treatment.

Defendants’ stipulation to certification and representative treatment for settlement purposes only is not an admission that class action certification and/or representative treatment is proper, not admissible in this or any other action except for the sole purpose of enforcing this Settlement Agreement, and not deemed as a waiver to any additional defenses against class or representative action treatment. Should, for whatever reason, the Court fail to issue either Preliminary Approval or Final Approval, the Parties’ stipulation to class certification and representative treatment as part of the settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not certification and/or representative treatment would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that Defendants would continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court decline to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification, representative treatment, and a trial should the Court decline to issue Final Approval.

C. Terms of Settlement

49. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) (“the Gross Settlement Amount”). The Gross Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement Payments, Attorneys’ Fees and Costs Award, the Service Payment to the Class Representative, all Settlement Administration Costs, PAGA Penalties, and interest. Defendants shall separately pay the employer’s share of applicable payroll tax obligations due on the wage portions of the Individual Settlement Payments, which shall be reported through the Settlement Administrator.

(b) Net Settlement Amount: The “Net Settlement Amount” is defined as the Gross Settlement Amount less the court-approved Attorneys’ Fees and Costs Award, the court-approved Service Payment to the Class Representative, the court-approved Settlement Administration Costs, and PAGA Penalties. If the Court reduces the Attorneys’ Fees and Costs Award, Service Payment to

1 the Class Representative, and/or Settlement Administration Costs, and/or either increases or decreases
2 the amount allocated to the PAGA Penalties, the Net Settlement Amount shall be increased or
3 decreased accordingly.

4 (c) Individual Settlement Payments: Individual Settlement Payments for the
5 Settlement Class will be calculated and apportioned from the Net Settlement Amount based on the
6 number of Weeks Worked by a Settlement Class Member during the Class Period. Each specific
7 Individual Settlement Payment will be calculated by: (a) dividing the Net Settlement Amount by the
8 total number of Weeks Worked by all Participating Class Members during the Class Period, and (b)
9 multiplying the result by each Participating Class Members' Weeks Worked. The entire Net
10 Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and
11 timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the
12 Individual Settlement Payment for each Participating Class Member according to the number of
13 Weeks Worked, so that the amount actually distributed to Participating Class Members equals one
14 hundred percent (100%) of the Net Settlement Amount.

15 (d) Allocation of Individual Settlement Payments: The Individual Settlement
16 Payments will be allocated based on the allegations in the Action as follows: one-third (1/3) will be
17 allocated as wages subject to withholding of all applicable local, state and federal taxes; and the
18 remaining two-thirds (2/3) will be allocated between interest and penalties (pursuant to, *e.g.*, California
19 Labor Code §§ 203, 210, 226, 2699) from which no taxes will be withheld. The Settlement
20 Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2
21 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the
22 penalties and interest allocations.

23 (e) Service Payment to Class Representative: The amount, if any, awarded to the
24 Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed
25 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), in exchange for the services
26 Plaintiff performed on behalf of the Class (including taking steps to support the settlement) and for
27

entering into the general and expansive release discussed hereinafter. Defendants agree not to oppose this Service Payment request if Plaintiff does not request exclusion from the Settlement Class and does not take any action, directly or indirectly, to undercut this settlement. The Service Payment to Plaintiff will be paid out of the Gross Settlement Amount. The Class Representative will be issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on this Service Payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void this Settlement Agreement or to appeal this aspect of the Court's ruling. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of not more than thirty-five percent of the Gross Settlement Amount (Eighty-Seven Thousand Five-Hundred Dollars and No Cents (\$87,500.00)), plus reasonable litigation costs not to exceed Eleven Thousand Dollars and Zero Cents (\$11,000.00) ("Attorneys' Fees and Cost Award"), subject to Court approval. The Attorneys' Fees and Cost Award shall be paid from the Gross Settlement Amount, and Defendants shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to Participating Class Members. The Parties agree that any amount awarded as attorneys' fees and costs to Class Counsel less than the requested amount shall not be a basis for Class Counsel to rescind or otherwise void this Settlement Agreement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(g) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) unless approved by all Parties and the Court.

1 (h) PAGA Penalties: The Parties agree that Ten Thousand Dollars and Zero Cents
2 (\$10,000.00) is allocated to PAGA Penalties and is to be paid from the Gross Settlement Amount,
3 subject to the Court's approval. Seven Thousand and Five Hundred Dollars and Zero Cents
4 (\$7,500.00) of the PAGA Penalties shall be paid to the LWDA in satisfaction of civil penalties under
5 the Private Attorney General Act of 2004 ("PAGA") and Two Thousand and Five Hundred Dollars
6 and Zero Cents (\$2,500.00) of the PAGA Penalties will be paid to the Aggrieved Employees based
7 upon the number of Pay Periods Worked by each Aggrieved Employee during the PAGA Period,
8 which will be treated entirely as civil penalties and reported as required on an IRS Form 1099. Class
9 Counsel shall give proper notice to the LWDA of the settlement.

10 (i) Tax Liability: Class Counsel, Defendants, and Defendants' counsel make no
11 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and
12 Plaintiff, Settlement Class Members, and Aggrieved Employees are not relying on any statement or
13 representation by Class Counsel, Defendants, or Defendants' counsel in this regard. Plaintiff,
14 Participating Class Members, and Aggrieved Employees understand and agree that they will be solely
15 responsible for the payment of any taxes and penalties assessed on their respective Settlement
16 Amounts described herein. The amount of federal income tax withholding will be based upon a flat
17 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2)
18 as amended or supplemented. Income tax withholding will also be made pursuant to applicable state
19 and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at
20 the times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent
21 with this Settlement Agreement. If the Code, the regulations promulgated thereunder, or other
22 applicable tax law, are changed after the date of this Settlement Agreement, the processes set forth in
23 this Section of this Settlement Agreement may be modified in a manner to bring Defendants into
24 compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees
25 understand and agree that they will be solely responsible for the payment of any taxes and penalties
26 assessed on their respective payments described herein and will hold Defendants harmless from and

1 against any claims resulting from treatment of such payments as non-taxable damages.

2 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS SETTLEMENT
3 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND
4 EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
5 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT
6 (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
7 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
8 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
9 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
10 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
11 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
12 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
13 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
14 CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO
15 THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
16 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
17 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
18 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
19 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
20 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
21 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
22 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
23 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
24 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
25 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

26 ///

50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase or other types of equity plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this settlement will not affect any rights, contributions, or amounts to which any Participating Class Members may be entitled under any benefit plans. The Parties agree that the amounts paid pursuant to this settlement are not for days or hours worked, and shall not be included toward any regular rate of pay calculation, or any benefit vesting or accrual purpose.

51. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no circumstances will any portion of the Gross Settlement Amount revert to Defendants. Participating Class Members will not have to make a claim in order to receive an Individual Settlement Payment, and Aggrieved Employees will not have to make a claim in order to receive their share of PAGA Penalties. Distributions, in the form of Individual Settlement Payments, will be made directly to each Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member or Aggrieved Employee not cashing an Individual Settlement Payment by the check cashing deadline, as set forth herein.

52. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and adequate, and will so represent same to the Court.

D. Release by Plaintiff, Participating Class Members, and Aggrieved Employees

53. Upon entry of the Final Approval Order, and except as to such rights or claims as may be created by this Settlement Agreement, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. It is the intent of the Parties that the Final Approval Order and judgment entered by the Court shall have

1 full equitable and collateral estoppel and *res judicata* effect and be final and binding upon Participating
2 Class Members regarding the Released Class Claims.

3 54. Each Participating Class Member will be deemed to have made the foregoing Release
4 as if by manually signing it.

5 55. Upon entry of the Final Approval Order and Defendants' funding of the entire Gross
6 Settlement Amount, Plaintiff, standing in the shoes of the Labor Commissioner/LWDA, and on behalf
7 of the State of California and all Aggrieved Employees, will forever completely release and discharge
8 the Released Parties from the PAGA Released Claims for the PAGA Period. It is the intent of the
9 Parties that the Final Approval Order and judgment entered by the Court shall have full equitable and
10 collateral estoppel and *res judicata* effect and be final and binding upon Aggrieved Employees
11 regarding the PAGA Released Claims.

12 56. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing
13 Release as if by manually signing it.

14 57. Plaintiff and Defendants intend that the settlement described in this Settlement
15 Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or
16 action, arbitration, demand, or other action of any kind, by each and all of the Participating Class
17 Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released
18 Class Claims. The Class Members shall be so notified in the Notice. This paragraph only applies to
19 Participating Class Members and, thus, does not apply to any Class Member who timely and validly
20 submits a Request for Exclusion.

21 58. Plaintiff and Defendants also intend that the settlement described in this Settlement
22 Agreement will release and preclude any further PAGA claim, whether by lawsuit, administrative
23 claim or action, arbitration, demand, or other PAGA action of any kind, by each and all of the
24 Aggrieved Employees to obtain a recovery based on, arising out of, and/or related to any and all of the
25 PAGA Released Claims. The Aggrieved Employees shall be so notified in the Notice and Class
26 Counsel shall provide appropriate notice to the LWDA of this Settlement Agreement prior to the filing

1 of the Motion for Preliminary Approval. Aggrieved Employees shall receive their portion of the
2 PAGA Settlement and shall be deemed to have released the PAGA Claims even if they opt out of the
3 Class Settlement.

4 59. Class Representative, on behalf of himself and the Participating Class Members,
5 acknowledges and agrees that the claims, including claims for unpaid wages and untimely payment of
6 wages are disputed, and that the payments set forth herein constitute payment of all sums allegedly
7 due to them. Class Representative, on behalf of himself and the Participating Class Members,
8 acknowledges and agrees that California Labor Code § 206.5 is not applicable to the Parties hereto.
9 California Labor Code § 206.5 provides in pertinent part as follows:

10 An employer shall not require the execution of any release of any claim or right on
11 account of wages due, or to become due, or made as an advance on wages to be earned,
12 unless payment of those wages has been made.

13 **E. Release by Class Representative**

14 60. As a material inducement to Defendants to enter into this Settlement Agreement and in
15 consideration of the Service Payment, and in addition to the Class Representative's release of the
16 Released Class Claims and PAGA Released Claims, Class Representative does hereby, for himself
17 and for his respective spouses, domestic partners, marital community, children, estates, attorneys,
18 heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
19 guardians, personal representatives, and assigns forever and completely release and discharge and
20 covenants not to sue the Released Parties with respect to any and all claims, demands, liens,
21 agreements, contracts, covenants, actions, suits, causes of action, wages, obligations, debts, liquidated
22 damages, penalties, interest, costs, expenses, attorneys' fees, damages, judgments, orders and
23 liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown,
24 suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time
25 heretofore owned or held as against said Released Parties, or any of them. Such released claims
26 include specifically, but not exclusively and without limiting the generality of the foregoing, any and
27

1 all claims, demands, agreements, obligations and causes of action, known or unknown, suspected or
2 unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon,
3 or relating to Class Representative's employment with Defendants or the remuneration for or
4 termination of such employment, as alleged in the operative Complaint, arising out of or in any way
5 connected with any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and
6 all charges, complaints, claims or pleadings filed by Class Representative against any Released Party
7 prior to the date hereof with any city, county, state or federal agency, commission, office or tribunal
8 whatsoever; or arising out of or in any way connected with any transactions, occurrences, acts or
9 omissions occurring prior to the date hereof, including specifically without limiting the generality of
10 the foregoing any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in
11 Employment Act (29 U.S.C. Section 621 *et seq.*), the Americans with Disabilities Act, the Employee
12 Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the
13 Family and Medical Leave Act, the California Constitution, the California Labor Code, the California
14 Civil Code, the California Government Code, the California Business & Professions Code, the
15 California Family Rights Act, the California Fair Employment and Housing Act, the California
16 Industrial Welfare Commission Wage Orders, or any other federal, state, or local statute or regulation
17 (collectively, the "Class Representative's Claims").

18 61. Class Representative agrees that there is a risk that any injury that he may have suffered
19 by reason of the Released Parties' relationship with him might not now be known, and there is a further
20 risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might
21 possibly become progressively worse, and that as a result thereof further damages may be sustained.
22 Nevertheless, Class Representative agrees to forever and fully release and discharge the Released
23 Parties, and understands that by the execution of this Settlement Agreement no further claims for any
24 such injuries that existed at the time of the execution of this Settlement Agreement may ever be
25 asserted by Class Representative with respect to claims arising in the time period from the beginning
26 of time to the execution of this Settlement Agreement.

62. Class Representative expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representative and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Class Representative knew of, as well as all claims that he does not know or suspect to exist in his favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Class Representative's claims. Notwithstanding the above, the general release by Class Representative shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

63. Class Representative represents and warrants that he has not filed and will not file any other lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against Defendants or the Released Parties. Class Representative represents and warrants that, the only pending claims against Defendants or the Released Parties are included in this Action. However, the Parties agree that nothing in this paragraph shall prevent or prohibit Plaintiff from filing any other lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against

1 Defendants or the Released Parties for workers' compensation benefits, claims for unemployment
2 benefits, or other claims that may not be released by law.

3
4 **F. Interim Stay of Proceedings**

5 64. Pending completion of all of the prerequisites necessary to effectuate this Settlement,
6 the Parties agree, subject to Court's approval, to a stay of all proceedings in the Action except such as
7 are necessary to effectuate this settlement.

8 **G. Notice Process**

9 65. Appointment of Settlement Administrator. The Parties have agreed to the appointment
10 of the Settlement Administrator to perform the duties of a settlement administrator, including mailing
11 the Notice, using standard devices to obtain forwarding addresses, independently reviewing and
12 verifying documentation associated with any claims or opt-out requests, resolving any disputes
13 regarding the calculation or application of the formula for determining the Individual Settlement
14 Payments, drafting and mailing the settlement checks to Participating Class Members, and Aggrieved
15 Employees, issuing W-2 and 1099 Tax Forms, performing unclaimed funds due diligence, reporting
16 and performing remittance obligations, and performing such other tasks as set forth herein or as the
17 Parties mutually agree or that the Court orders.

18 66. Disputes Regarding Settlement Administration. Any and all disputes relating to
19 administration of this settlement by the Settlement Administrator (except for disputes regarding Class
20 Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
21 terms and conditions of this Settlement Agreement, until Plaintiff and Defendants notify the Court that
22 all payments and obligations contemplated by this Settlement Agreement have been fully carried out.
23 Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve
24 the dispute without the necessity of Court intervention. The Settlement Administrator shall also be
25 responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class
26 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant

1 to this Settlement Agreement. The Settlement Administrator shall also be responsible for setting up
2 all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government
3 authorities.

4 67. Class Data. Within fourteen (14) business days after entry of the Preliminary Approval
5 Order, Defendants shall provide the Class Data to the Settlement Administrator. The Settlement
6 Administrator will run a check of the Class Members' addresses against those on file with the U.S.
7 Postal Service's National Change of Address Database. The Class Data provided to the Settlement
8 Administrator will remain confidential, shall be used solely to administer the Settlement, and it will
9 not be used or disclosed to anyone (including Class Counsel), except as required by applicable tax
10 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although Class
11 Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel
12 from communicating with Class Members regarding the Action and settlement.

13 68. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
14 Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within ten
15 (10) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement
16 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of
17 Settlement Class Members if any envelopes are returned.

18 69. Returned Notices of Settlement. The Settlement Administrator will take steps to ensure
19 that the Notice is received by all Settlement Class Members, including utilization of the National
20 Change of Address Database maintained by the United States Postal Service to review the accuracy
21 of and, if possible, update a mailing address. Notices of Settlement will be re-mailed to any Settlement
22 Class Member for whom an updated address is located within ten (10) calendar days following both
23 the Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
24 re-mailed Notice shall be identical to the original Notice, except that it shall notify the Settlement
25 Class Member that the exclusion (opt-out) request or objection must be returned by the later of the
26 Notice Response Deadline or fifteen (15) calendar days after the remailing of the Notice.

70. Disputes Regarding Information on Notices of Settlement. Class Members are deemed to participate in the Settlement, unless they timely opt-out, and Aggrieved Employees may not opt-out of the PAGA Released Claims. The Notice will inform Class Members of his/her estimated Individual Settlement Payment and the number of Weeks Worked during the Class Period and Pay Periods Worked during the PAGA Period. Class Members may dispute their Weeks Worked and/or Pay Periods Worked if they feel they should be credited with more than represented on the Notice by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Weeks Worked and estimated Individual Settlement Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Weeks Worked and/or Pay Periods Worked, object or opt-out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Weeks Worked and/or Pay Periods Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Payments; accordingly, in no event will Defendants be required to increase the Gross Settlement Amount.

71. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) calendar days prior to the Final Approval Hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notices of Settlement.

72. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Released Class Claims, and the ability to opt-out or request exclusion from the Settlement with respect to the Released Class Claims. The Notice will inform the Settlement Class Members of the Court-

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1 established deadlines for filing objections or requesting exclusion from the Settlement with respect to
2 the Released Class Claims in accordance with the following guidelines:

3 (a) Requests for Exclusion from Participating in the Settlement Class. Any
4 Settlement Class Member, other than Plaintiff, may request to be excluded from the Settlement Class
5 by submitting a “Request for Exclusion” to the Settlement Administrator, postmarked on or before the
6 Notice Response Deadline. The Request for Exclusion should state:

7 “I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE OTAY
8 LANDFILL, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
9 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY
10 MONEY FROM THE CLASS ACTION PORTION OF THIS LAWSUIT.”

11 To be valid, any Request for Exclusion must include the full name, address, telephone number,
12 last four digits of the social security number or date of birth, and signature of the Settlement Class
13 Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
14 Administrator at the specified address set forth in the Notice. Any such Request must be made in
15 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
16 postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any
17 Settlement Class Member who timely requests exclusion in compliance with these requirements: (i)
18 will not have any rights under this Settlement Agreement with respect to the Released Class Claims,
19 including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive
20 any payments under this Settlement Agreement for the Released Class Claims; and (iii) will not be
21 bound by this Settlement Agreement, or the judgment, with respect to the Released Class Claims. Any
22 Aggrieved Employee who requests timely exclusion will still be subject to the PAGA Released Claims
23 to the fullest extent permitted by law and shall be sent his or her share of PAGA Penalties.

24 (b) Binding Effect on Participating Class Members. Except for those Settlement
25 Class Members who exclude themselves in compliance with the procedures set forth above, all
26 Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes

1 under this Settlement Agreement; (ii) will be bound by the terms and conditions of this Settlement
2 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided
3 herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness,
4 and adequacy of the Settlement.

5 (c) Objections to Settlement of the Released Class Claims. Any Settlement Class
6 Member, other than Plaintiff, may object to the terms of this Settlement Agreement, except as to the
7 PAGA Released Claims. To object, a Settlement Class Member shall inform the Settlement
8 Administrator, in writing, of his or her objection which must be postmarked by the Notice Response
9 Deadline at the address set forth in the Notice. Such objection shall include the objecting Settlement
10 Class Member's full name, address, telephone number, last four digits of the social security number
11 or date of birth, signature, and dates of employment, in addition to the case name and number, the
12 basis for the objection, including any legal support and each specific reason in support of the objection,
13 as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class
14 Member is represented by counsel, the name and address of his or her counsel. The Settlement
15 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3)
16 calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of
17 due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class
18 Member who files an objection remains eligible to receive monetary compensation from the
19 settlement. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses incurred
20 by any Class Member and/or his or her counsel related to any objections to the settlement. Submitting
21 an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is
22 preserved by becoming a party of record by timely and properly intervening or filing a motion to
23 vacate the judgment under California Code of Civil Procedure § 663. Settlement Class Members and
24 Aggrieved Employees may not object to or opt-out of the Settlement with respect to the PAGA
25 Released Claims.

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1 (d) Failure to Object. Any Settlement Class Member who desires to object to the
2 Released Class Claims in the Settlement but fails to timely submit a written objection or in person
3 objection at the Final Approval Hearing waives any right to object and will be foreclosed from making
4 any objection to this Settlement. Any Settlement Class Member who does not timely and properly
5 become a party of record by intervening or filing a motion to vacate the judgment waives any and all
6 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate
7 proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code
8 of Civil Procedure § 473, and extraordinary writs.

9 (e) Responses to Objections. Counsel for the Parties may file a response to any
10 objections submitted by objecting Settlement Class Members at least five (5) court days before the
11 date of the Final Approval Hearing.

12 (f) Settlement Class Members will have until the Notice Response Deadline to
13 object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
14 Administrator shall disclose jointly to Class Counsel and Defendants' counsel what objections or
15 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
16 Counsel or Defense Counsel.

17 (g) Defective Submissions. If a Settlement Class Member's Request for Exclusion
18 or objection is defective as to the requirements listed herein, that Settlement Class Member will be
19 given an opportunity to cure the defect(s). The Settlement Administrator will mail the Settlement
20 Class Member a cure letter within three (3) business days of receiving the defective submission to
21 advise the Settlement Class Member that his or her submission is defective and that the defect must
22 be cured to render the Request for Exclusion or objection valid. The Settlement Class Member will
23 have the later of (i) the Notice Response Deadline or (ii) fifteen (15) calendar days from the date of
24 the cure letter to postmark or fax a revised Request for Exclusion or objection. If the revised Request
25 for Exclusion or objection is not postmarked or received by fax within that period, it will be deemed
26 untimely and disregarded.

73. Funding of the Settlement Amount. Defendants shall make a one-time deposit into the QSF of the Gross Settlement Amount, no later than thirty (30) calendar days after the Effective Date. Once Defendants have complied with their obligation set forth in this paragraph, it shall be deemed to have satisfied all of the terms and conditions of this Settlement Agreement, shall be entitled to all the protections afforded it under this Settlement Agreement, and shall have no further obligations under this Settlement Agreement, regardless of what occurs with respect to the further administration of the Settlement. The Settlement Administrator (and not Defendant) shall issue the applicable W-2s and IRS Form 1099 reflecting all payments to the Class Members.

74. Distribution of Funds. No later than ten (10) calendar days after the deposit of the payment into the QSF, the Settlement Administrator will mail the Individual Settlement Payments to the Participating Class Members, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, the payments to Aggrieved Employees for PAGA Penalties, and will pay itself the Settlement Administration Costs.

75. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have one hundred eighty (180) calendar days after mailing by the Settlement Administrator to cash each settlement check. If any Participating Class Member's or Aggrieved Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member or Aggrieved Employee. The release will be binding upon all Participating Class Members and Aggrieved Employees who do not cash their checks within the one hundred eighty (180) calendar days period. In the event that any settlement check is returned to the Settlement Administrator within one hundred eighty (180) calendar days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business

1 days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the
2 Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures
3 on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the
4 foregoing, in the event a Participating Class Member or Aggrieved Employee notifies the Settlement
5 Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement
6 Administrator shall immediately stop payment on such check. If the check in question has not been
7 negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement
8 check.

9 76. No person shall have any claim against Defendants or the Released Parties, Defendants'
10 Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions,
11 payments or reports made in accordance with or pursuant to this Settlement Agreement. This provision
12 does not, however, prevent a Party from seeking enforcement of this Settlement Agreement.

13 77. Without prejudice to any other remedies, the Settlement Administrator shall agree to
14 be responsible for any breach of its obligations (whether committed by the Settlement Administrator
15 or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all
16 liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out
17 of any breach committed by the Settlement Administrator or its agents.

18 **H. Duties of the Parties Prior to the Court's Approval**

19 78. Promptly after execution of this Settlement Agreement, Plaintiff will obtain a hearing
20 date for Plaintiff's Motion for Preliminary Approval of this Settlement and entry of the Preliminary
21 Approval Order to accomplish inter alia the following:

22 (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement
23 should be finally approved as fair, reasonable and adequate as to the Class Members and Aggrieved
24 Employees and a hearing on fees, costs and the Service Payment;

25 (b) Approving as to form and content of the proposed Notice;

26 ///

- 1 (c) Directing the mailing of the Notice by first class mail to the Settlement Class
2 Members and Aggrieved Employees;
- 3 (d) Preliminarily approving this Settlement; and
- 4 (e) Preliminarily certifying the class solely for purposes of this Settlement.
- 5 (f) Appointing Rastegar Law Group, APC as Class Counsel for settlement
6 purposes;
- 7 (g) Appointing Plaintiff Pedro Ismael Pedroso as Class Representative for
8 settlement purposes; and
- 9 (h) Appointing Phoenix Settlement Administration as the administrator.

10 79. Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing,
11 to approve this Settlement Agreement because the amount of the PAGA Penalties is not adequate, then
12 the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within this
13 Settlement Agreement, in order to try to achieve Final Approval of this Settlement Agreement upon
14 any subsequent Court hearings.

15 **I. Duties of the Parties Following Court's Final Approval**

16 80. In connection with the Final Approval Hearing provided for in this Settlement
17 Agreement, Class Counsel shall submit a proposed Final Approval Order:

- 18 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
19 and adequate, and directing consummation of its terms and provisions;
- 20 b. Approving Class Counsel's application for an award of attorneys' fees and
21 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and
22 the payment to the Settlement Administrator for costs of administering the settlement; and
- 23 c. Entering judgment approving settlement, thereby permanently barring all
24 Participating Class Members from prosecuting any Released Class Claims against any of the Released
25 Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any
26 PAGA Released Claims against any of the Released Parties.

81. Final Judgment. The Settlement Administrator shall give the Participating Class Members and Aggrieved Employees notice of the entry of Final Judgment on a postcard or letter that will be included with the Individual Settlement Payments.

J. Voiding this Settlement Agreement

82. All Parties, signatories, and their counsel shall not encourage opt-outs or objections to this Settlement Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

83. If the settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

84. If the settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Settlement Agreement.

K. Other Terms

85. Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

86. Full and Complete Defense. This Settlement Agreement may be pleaded by any Released Party as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released Class Claim or PAGA Released Claim.

87. Injunction Against Duplicative Claims. Upon Preliminary Approval of the Settlement Agreement, all Settlement Class Members who do not opt out of the Settlement Class shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division of Labor Standards

1 Enforcement (“DLSE”) or the United States Department of Labor (“DOL”), or from initiating any
2 other proceedings, regarding any of the Released Claims. Any related pending actions, claims,
3 complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed until
4 the Settlement Class Members have had an opportunity to decide to participate, object or file a Request
5 for Exclusion from this settlement. In addition, upon Preliminary Approval of the Settlement
6 Agreement, all Settlement Class Members (regardless of whether they opt-out) shall be enjoined from
7 filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or
8 proceedings in any state or federal court on an individual, representative, collective or class action
9 basis, or with the California Department of Industrial Relations’ Division of Labor Standards
10 Enforcement (“DLSE”) or the United States Department of Labor (“DOL”), or from initiating any
11 other proceedings, regarding any of the Release defined hereinabove to the extent such actions, claims,
12 complaints, or proceedings are based on the PAGA Released Claims released via this Settlement
13 Agreement.

14 88. Parties’ Authority. The signatories hereto represent that they are fully authorized to
15 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.
16 The signatories hereto further represent that the Parties to this Settlement Agreement are represented
17 by competent counsel, and they have had an opportunity to consult with counsel prior to authorizing
18 its execution.

19 89. No Publicity. The Parties will not publicize the settlement or disclose it to third parties,
20 except as required or necessary to effectuate its terms and comply with law, including the payment of
21 taxes. Specifically, Plaintiff and Plaintiff’s counsel shall not publicize the settlement on their websites,
22 in advertising/marketing materials or on social media. The Parties and their counsel agree that they
23 will not issue any press releases or initiate any contact with the media about the fact, amount, or terms
24 of the settlement. If counsel for any party receives an inquiry about the settlement from the media,
25 counsel may respond only after the motion for preliminary approval of the settlement has been filed
26 and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent
27

1 Defendants from making any required disclosure.

2 90. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
3 accomplish the terms of this Settlement Agreement, including but not limited to, execution of such
4 documents and to take such other action as may reasonably be necessary to implement the terms of
5 this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,
6 including all efforts contemplated by this Settlement Agreement and any other efforts that may become
7 necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms
8 set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel
9 shall, with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary
10 steps to secure the Court's preliminary and final approval of the settlement, and the final entry of
11 judgment. Class Counsel shall provide Defendants' Counsel with copies of the Preliminary Approval
12 Motion and Final Approval Motion for review at least five (5) court days prior to the filing deadline.

13 91. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
14 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
16 or rights released and discharged by this Settlement Agreement.

17 92. No Admission. Defendants deny any and all liability to Plaintiff, any Settlement Class
18 Member, and/or any Aggrieved Employee in this Action, as to any and all causes of action that were
19 asserted or that might have been asserted in this Action. Nonetheless, Defendants wish to settle and
20 compromise the matters at issue in the Complaint to avoid further substantial expense and the
21 inconvenience and distraction of protracted and burdensome litigation. Defendants also has taken into
22 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
23 defenses that they have asserted or could assert against Plaintiff, has determined that it is desirable and
24 beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth
25 in this Settlement Agreement.

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1 93. Inadmissibility of this Settlement Agreement. Whether or not the Court issues the Final
2 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to
3 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
4 of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
5 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant
6 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
7 all related documents such as the notices, and motions for preliminary and final approval, shall,
8 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible
9 in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or
10 interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this
11 Settlement Agreement is for settlement purposes only and if, for any reason the settlement is not
12 approved, the stipulation will have no force or effect.

13 94. Notices. Unless otherwise specifically provided herein, all notices, demands, or other
14 communications pursuant to this Settlement Agreement shall be in writing and shall be deemed to
15 have been duly given as of the third business day after mailing by United States registered or certified
16 mail, return receipt requested, addressed:

17 To the Settlement Class Members and Aggrieved Employees:

18 Farzad Rastegar
19 *farzad@rastegarlawgroup.com*
20 Thomas S. Campbell
21 *tom@rastegarlawgroup.com*
22 Rastegar Law Group, APC
23 22760 Hawthorne Blvd., Ste. 200
24 Torrance, California 90505
25 Tel: 310.961.9600 | Fax: 310.961.9094

26 To Defendants:

27 Noah J. Woods
28 *nwoods@littler.com*
 Heidi E. Hegewald
 hhegewald@littler.com
 Littler Mendelson, P.C.
 501 W. Broadway, Suite 900

95. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendants expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Settlement Agreement shall be in all cases construed as a whole, according to its fair meaning.

96. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

97. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

98. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendants agree to seek the help of the mediator identified in this Settlement Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendants.

99. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of

1 dismissal pursuant to the terms of this Settlement Agreement, that, pursuant to California Code of
2 Civil Procedure § 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this
3 Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and
4 obligations of this Settlement Agreement.

5 100. Enforceability. Pursuant to California Evidence Code §§ 1123(a) and (b), the Parties
6 intend that this Settlement Agreement shall be enforceable, binding, and admissible in a court of law.

7 101. Choice of Law. This Settlement Agreement shall be governed by and construed,
8 enforced and administered in accordance with the laws of the State of California.

9 102. Integration Clause. This Settlement Agreement contains the entire agreement between
10 the Parties relating to the settlement and transaction contemplated hereby, and all prior or
11 contemporaneous agreements, understandings, representations, and statements, whether oral or
12 written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder
13 may be waived except in writing.

14 103. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
15 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
16 successors, and assigns.

17 104. Signatures of All Class Members and Aggrieved Employees Unnecessary to be
18 Binding. It is agreed that, because the members of the Settlement Class and Aggrieved Employees
19 are numerous, it is impossible or impractical to have each Class Member and Aggrieved Employee
20 execute this Settlement Agreement. The Notice will advise all Settlement Class Members and
21 Aggrieved Employees of the binding nature of the releases provided herein and such shall have the
22 same force and effect as if this Settlement Agreement were executed by each Settlement Class Member
23 and Aggrieved Employee.

24 105. Invalidity of Any Provision. Before declaring any provision of this Settlement
25 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

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possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

106. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

--- Signatures on Next Page ---

1 Dated: July 27, 2023

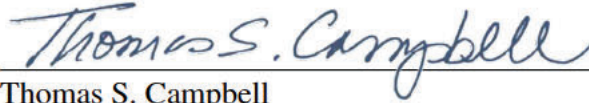
PLAINTIFF AND CLASS REPRESENTATIVE:

2 

3 Pedro Ismael Pedroso

4 Dated: July 27, 2023

CLASS COUNSEL:
RASTEGAR LAW GROUP, APC

6 

7 Thomas S. Campbell
8 Attorneys for Plaintiff

9 Dated: August 14, 2023

DEFENDANTS:
OTAY LANDFILL, INC.
REPUBLIC SERVICES, INC.

11 

13 By: Ashley Kasarjian

14 Title: Vice President

16 Dated: Aug 14, 2023

DEFENDANTS' COUNSEL:
LITTLER MENDELSON, P.C.

18 

19 Noah J. Woods
20 Attorneys for Defendants

21 **END OF DOCUMENT**

Pedroso-Otay - Long Form Class Action Settlement Agreement (07.21.2023) w. LM final edits 4893-7846-6161 1-1 Final

Final Audit Report

2023-07-28

Created:	2023-07-28
By:	Rastegar Law Group (signature@rastegarlawgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP7P_iwJj7DeybYKq2KDHmFuObNYI6r35

"Pedroso-Otay - Long Form Class Action Settlement Agreement (07.21.2023) w. LM final edits 4893-7846-6161 1-1 Final" History



Document created by Rastegar Law Group (signature@rastegarlawgroup.com)

2023-07-28 - 6:17:22 PM GMT- IP address: 47.181.187.123



Document emailed to pedropedroso2018@gmail.com for signature

2023-07-28 - 6:20:41 PM GMT



Email viewed by pedropedroso2018@gmail.com

2023-07-28 - 7:35:01 PM GMT- IP address: 66.249.80.40



Signer pedropedroso2018@gmail.com entered name at signing as Pedro Pedroso

2023-07-28 - 7:41:41 PM GMT- IP address: 172.58.109.207



Document e-signed by Pedro Pedroso (pedropedroso2018@gmail.com)

Signature Date: 2023-07-28 - 7:41:43 PM GMT - Time Source: server- IP address: 172.58.109.207



Agreement completed.

2023-07-28 - 7:41:43 PM GMT

Exhibit 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PEDRO ISMAEL PEDROSO,
individually, and on behalf of all other
similarly situated current and former
employees of Defendants;

Plaintiffs,

vs.

OTAY LANDFILL, INC., a corporation;
REPUBLIC SERVICES ALLIANCE
GROUP, INC., a corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 37-2021-00043223-CU-OE-CTL
*[Assigned for all Purposes to the Honorable
Katherine Bacal, Dept. C-69]*

**NOTICE OF CLASS ACTION
SETTLEMENT**

TO: All individuals who were employed in an hourly position by Otay Landfill, Inc. and Republic Services, Inc. at the Otay Landfill, in California at any time from April 10, 2019 to [the date of preliminary approval of the class settlement].

Please read this notice carefully. This notice permits you to file a notice of objection on or before <<60 days after notice mailed>>, 2023 if you wish to object to the proposed settlement, or to submit a request for exclusion on or before <<60 days after notice mailed>>, 2023 if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.

Pursuant to the order of the San Diego County Superior Court, entered <<preliminary approval>>, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A settlement has been reached between the parties in the lawsuit identified above, pending in the San Diego County Superior Court, on behalf of the Settlement Class, which has been provisionally certified for purposes of this settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

The Settlement Agreement may be found attached as Exhibit 1 to the Declaration of Farzad Rastegar in Support of the Motion for Preliminary Approval of Joint Stipulation of Class Action and PAGA Settlement and Release of Claims, that was filed on [date]. Both the Settlement Agreement and the Class Action Complaint that was filed on October 8, 2021, may be found on the Court's website at:

<https://roa.sdcourt.ca.gov/roa/>

The San Diego County Superior Court is located at 330 West Broadway, San Diego, CA 92101.

You have received this notice because records indicate you qualify as a member of the Settlement Class. This notice is to advise you of how you can (1) participate in the settlement, (2) object to the settlement, and/or (3) exclude yourself from the settlement.

BACKGROUND OF THE CASE

On October 8, 2021, Plaintiff filed his Class Action Complaint in the Superior Court of California, County of San Diego. The Complaint alleges the following eight causes of action: 1. Failure to Provide Adequate Meal Periods; 2. Failure to Provide Adequate Rest Periods; 3. Failure to Timely Pay Minimum and Straight Time Wages; 4. Failure to Timely Pay Overtime Compensation; 5. Failure to Pay All Wages Due Upon Termination of Employment; 6. Failure to Provide Accurate Wage Statements and Maintain Required Payroll Records; 7. Unfair Business Practices (California Business & Professions Code, § 17200 et seq.); and 8. Representative Action for Civil Penalties (California Labor Code, §§ 2698-2699.5).

The Defendants contend that the claims in the lawsuit are without merit, and dispute all claims for damages, penalties, and other relief. No court has ruled on the merits of the lawsuit. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Defendants, by whom all liability is expressly denied.

The parties have entered into a Class Action Settlement Agreement which has been granted preliminary approval by the Court. The Agreement provisionally certifies the Settlement Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Pedro Pedroso and Class Counsel support this settlement. Among the reasons given for support are the risk that class certification could be denied, the inherent risk of a trial on the merits, and the delays associated with litigation.

The settlement provides for the following:

A. Gross Settlement Fund: The Defendants will pay \$250,000.00 to settle the Litigation. The \$250,000.00 Gross Settlement Fund shall consist of the following elements: (a) Plaintiff's Attorneys' Fees; (b) Plaintiff's Litigation Expenses; (c) Class Representative Enhancement; (d) Settlement Administration Expenses; (e) payment to the Labor & Workforce Development Agency for PAGA penalties; (f) all applicable payroll taxes, and (g) the Net Settlement Amount. Each of these components is described below.

B. Plaintiff's Attorneys' Fees: Class Counsel anticipates requesting an attorney fee award equal to 35% of the Gross Settlement Fund (\$87,500.00), subject to court approval.

C. Plaintiff's Litigation Expenses: Class Counsel anticipates requesting an award of no more than \$11,000.00, subject to court approval, as reimbursement for litigation costs.

D. Class Representative Enhancement: Johnson anticipates requesting an award of no more than \$7,500.00, subject to court approval, for his role as Class Representative.

E. PAGA Penalties: \$10,000.00, with \$7,500.00 paid to the Labor & Workforce Development Agency and \$2,500.00 paid to the aggrieved employees;

F. Payroll Taxes: The employees' portion of payroll taxes shall be paid from the Gross Settlement Fund. Defendant shall pay its share of the employer's taxes, in addition to the Gross Settlement Fund.

G. Settlement Administration Expenses: The parties have selected, and the court has approved, Phoenix Class Action Administrators ("Phoenix") to administer the settlement. Upon final approval, Class Counsel will request that the court approve a payment to Phoenix to cover its fees and

costs associated with giving notice to the Class, disbursing the Net Settlement Fund, and other activities required to administer the settlement. The payment requested for Phoenix is \$8,000.00.

H. Class Defined: “Class” – means all persons employed in the State of California by Defendants who worked at the Otay Landfill location, in California, as hourly employees, at any time between April 10, 2019 through [the date of preliminary approval of the class settlement].

I. Allocation of Qualified Settlement Fund Among Settlement Class Members: The Individual Settlement Payments to the Settlement Class shall be calculated and apportioned from the Net Settlement Amount based on the number of Weeks Worked by a Settlement Class Member during the Class Period. Each specific Individual Settlement Payment will be calculated by: (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members’ Weeks Worked.

J. The Individual Settlement Payments will be allocated based on the allegations in the Action as follows: one-third (1/3) will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and the remaining two-thirds (2/3) will be allocated between interest and penalties (pursuant to, e.g., California Labor Code §§ 203, 210, 226, 2699) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Settlement Class Member are represented by Pedroso and Class Counsel. Unless you exclude yourself from the Settlement Class, you are a part of the Settlement Class, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the court, and you will be deemed to have released certain claims against the Defendants and the Released parties, as described below. As a member of the Settlement Class, you will not be responsible for the payment of attorneys’ fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and costs.

A. PARTICIPATING IN THE SETTLEMENT

If you qualify for inclusion in the Settlement Class and you wish to participate in the settlement, you are not required to take any action. If the court grants final approval to the settlement and you qualify as a Settlement Class Member, you will receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Defendants and all of the Released Parties, as described below, from any and all claims which have been or could have been asserted based on the facts and allegations in the lawsuit.

B. OBJECTING TO THE SETTLEMENT

If you do not agree with the terms of the Settlement, you can object to the settlement by submitting a written Notice of Objection to the Settlement Administrator by the Response Deadline. To be valid, the Notice of Objection: (1) must contain the full name, address, and last four digits of the social security number of the Settlement Class member; (2) must be hand signed by the Settlement Class member; and (3) shall state the case name and number, i.e., *Pedro Ismael Pedroso v. Otay Landfill, Inc. et al.*, Case No. 37-2021-00043223-CU-OE-CTL, pending in the Superior Court of the State of California for the County of San Diego, the basis for the objection, and if the Settlement Class member intends to appear at the Final Approval Hearing. However, if the Court rejects your objection you will still be bound by the terms of the settlement.

To object, you must fully complete and submit a written objection form to the Settlement Administrator by <<60 days after notice mailing>>, 2023 at the following address: [Settlement Administrator name and address].

C. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you qualify for inclusion in the Class, but you do not wish to participate in the settlement, you may exclude yourself by fully completing and returning a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion: (1) must contain the full name, address, and last four digits of the social security number of the person requesting exclusion; (2) must be hand signed by the person requesting exclusion; and (3) must state in substance: "I wish to exclude myself from the Settlement Class in *Pedro Ismael Pedroso v. Otay Landfill, Inc. et al.*, Case No. 37-2021-00043223-CU-OE-CTL, pending in the Superior Court of the State of California for the County of San Diego. I understand that by requesting to be excluded from the Settlement Class, I will receive no money from the Settlement." Any Settlement Class member who submits a timely and valid Request for Exclusion from the Settlement Class will not be entitled to any monetary recovery under the Settlement and will not be bound by the terms of the Settlement as it relates to the Released Class Claims, except for any PAGA penalties the Settlement Class Member may be entitled to receive. Any Settlement Class member who submits a timely and valid Request for Exclusion will not have any right to object, appeal, or comment on the Settlement.

Your Request for Exclusion Form must be signed by you personally, **must be postmarked on or before <<60 days after notice mailed>>, 2023, and must be mailed to the Administrator at:**

<<Name, Address and Telephone Number of Settlement Administrator>>

Any person who timely submits a completed Request for Exclusion Form following the procedures above shall, upon receipt, no longer be a member of the Settlement Class, and may not object to the settlement. Any such person will not release any claims he or she may have against Defendants. **If you exclude yourself from the Settlement, you will NOT receive any money from the Settlement in regard to the class action. However, you will receive your share of any PAGA penalties you are entitled to receive.**

D. SETTLEMENT PAYMENT BASED ON POINTS DERIVED FROM WEEKS WORKED

The average recovery amount per class member is \$_____.

The range of recovery for the class members is \$_____.

Your estimated minimum settlement amount is: \$ [insert amount]. This amount is only an estimate, and is subject to change during the final approval process.

Your weeks worked according to Defendants' Records is:

Your recovery will be based on the number of weeks worked for Defendants at the Otay Landfill location from April 10, 2019 to [the date of approval of preliminary approval of the class settlement], attributed to you, based upon the settlement allocation set forth in Paragraph 63(d) of the Class Action Settlement Agreement in this matter. **According to records available to Defendants, there are _____ weeks worked attributed to you during the class period.**

If you do not dispute the weeks worked listed on this form, you do not need to do anything. You will receive a check by U.S. Mail.

If you do not agree with the number of weeks worked, you may dispute the number above by providing information and documentation to the Settlement Administrator. Your Weeks Worked are presumed to be correct unless you submit **documentation**, such as paystubs, for example, that proves otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the compensable workweeks that should be applied and/or the individual settlement

payment to which you may be entitled. Such a determination will be final and binding with no opportunity for further appeal.

If you dispute your Weeks Worked, you must contact the Settlement Administrator, at the following address, by US Mail, post-marked on or before _____.

Phoenix Settlement Administrators

Address

Telephone number

If you agree with your Weeks Worked and your address information stated on this form is correct, you need do nothing. You will receive a check in the mail.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Upon the court's final approval of the class settlement and entry of final judgment, each class member shall be deemed to have released Defendants and each and every of its past, present and future shareholders, officers, directors, employees, agents (collectively the "Released Parties"), from any and all Settlement Class Members' "Released Claims."

For the purposes of this Agreement, the Settlement Class Members' "Released Claims" include any and all claims, causes of action or legal theories which have been or could have been asserted based upon the facts and allegations set forth in the operative complaint, that accrued or accrue during the Release Period, including, but not limited to, claims for: failure to pay straight time wages, overtime wages, overtime premium pay, double time or minimum wages; failure to provide meal breaks; failure to pay premium pay for missed meal breaks; failure to authorize and permit rest breaks; failure to pay premium pay for missed rest breaks; failure to pay for time worked during rest breaks; failure to keep and furnish accurate payroll records and/or wage statements; failure to timely pay wages during employment and/or final wages at the time of termination; any claims arising under California's Unfair Competition Law found at California Business and Professions Code sections 17200 and thereafter; the California Private Attorney's General Act of 2004, Labor Code sections 2698-2699.5; and any other related claims.

B. Payment to Settlement Class Members

The distribution of the Settlement Fund will take place approximately 40 days after the effective date of the settlement, which is after final court approval has been given and the time has run for any appeal to be filed. In the event that an objection is timely made and an appeal based upon the objection is timely filed, distribution of the Settlement fund will take place approximately 40 days following dismissal of the appeal or the affirming of the judgment on appeal. Participating Class Members will have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks.

V. FINAL SETTLEMENT APPROVAL HEARING

The court will hold a hearing in Department of the San Diego County Superior Court located at 330 West Broadway, San Diego, CA 92101, on _____, 2023, at _____ a.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Plaintiff's Attorneys' Fees, Plaintiff's Litigation Expenses, the Settlement Administrator's fees, and the Class Representative Enhancement to be paid to the Class Representative. Class Counsel's application for attorneys' fees and reimbursement of expenses

will be on file with the Court no later than 16 court days before this hearing, and will be available for review after that date.

If the hearing is continued you will not be provided notice of the new hearing date and time. It is not necessary for you to appear at this hearing. However, you are permitted to appear if you have timely submitted an objection.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement.

Should you desire additional information, you may contact the Settlement Administrator and/or Class Counsel as follows:

Phoenix Settlement Administrators

Address

Telephone number

RASTEGAR LAW GROUP, APC
c/o Farzad Rastegar, Esq.
Thomas S. Campbell, Esq.
22760 Hawthorne Blvd., Suite 200
Torrance, California 90505
Tel. (310) 961-9600
Fax. (310) 961-9094
Email: tom@rastegarlawgroup.com

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

BY ORDER OF THE SUPERIOR COURT

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 22760 Hawthorne Boulevard, Suite 200, Torrance, California 90505.

On September 28, 2023, I served the following document or documents:

**DECLARATION OF FARZAD RASTEGAR IN SUPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Service List

Mishell P. Taylor, Esq. Heidi E. Hegewald, Esq. LITTLER MENDELSON, P.C. 501 W. Broadway, Suite 900 San Diego, CA 92101-3577 Tel: (619) 232-0441 Fax: (619) 232-4302 mtaylor@littler.com hhegewald@littler.com	<i>Attorneys for Defendant OTAY LANDFILL, INC.</i>
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 28, 2023, at Torrance, California.


Jessica Moreno