

JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class and Representative Action Settlement Agreement and Release (the "Agreement" or the "Settlement") is between Plaintiffs Dawn Williams, Alonzo Smith, and Romero Reyes ("Plaintiffs") and Defendant Clean Harbors Environmental Services, Inc. ("Defendant") (collectively, "the Parties"). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the "Released Claims" (as defined below) on a class and representative action basis pertaining to the "Released Parties" (as defined below) upon and subject to the terms and conditions contained in this Agreement. This Agreement, which is contingent upon Final Court approval, contains the terms of the Parties' agreement. Plaintiffs and Class Counsel believe that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. "Action" means the Second Amended Class Action Complaint in *Alonzo Smith, Dawn Williams, and Romero Reyes v. Clean Harbors Environmental Services, Inc.*, County of Sacramento Superior Court Case No. 34-2021-00292526, which was filed on or about July 28, 2022. The Parties agree that the Action includes all claims and causes of action alleged in all of the following: (a) the July 28, 2020 letter filed by Plaintiff Williams with the Labor and Workforce Development Agency (the "LWDA") alleging several wage and hour claims and seeking civil penalties and other relief under the Private Attorneys' General Act (the "PAGA"); (b) the August 17, 2020 Class Action Complaint filed by Plaintiff Williams alleging several wage and hour claims (the "Williams Complaint"); (c) the November 20, 2020 letter filed by Plaintiff Smith with the LWDA alleging several wage and hour claims and seeking civil penalties and other relief under the PAGA; (d) the January 14, 2021 Class Action Complaint filed by Plaintiff Smith alleging several wage and hour claims (the "Smith Complaint"); (e) the January 29, 2021 PAGA Action Complaint filed by Plaintiff Smith seeking civil penalties for several alleged

wage and hour violations (the "Smith PAGA Complaint"); (f) the September 23, 2021 letter filed by Plaintiff Reyes with the LWDA alleging several wage and hour claims and seeking civil penalties and other relief under the PAGA (the "Reyes PAGA Letter"); and (g) the September 23, 2021 Class Action Complaint filed by Plaintiff Reyes alleging several wage and hour claims (the "Reyes Complaint").

"Administrator" or "Settlement Administrator" means Phoenix Settlement Administrators, the third-party administrator proposed by the Parties and

3. “Class” means all current and former non-exempt employees of Defendant in the State of California from April 6, 2017 to February 2, 2022 (the “Class Members”).
4. “Class Counsel” means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Joseph Lavi of Lavi & Ebrahimian, LLP.
5. “Class Counsel Fees Payment” means the amounts to be paid to Class Counsel as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount of up to one-third of the Gross Settlement Amount.
6. “Class Counsel Litigation Expenses Payment” means the amount to reimburse Class Counsel for their litigation expenses of an estimated \$50,000, subject to proof and as approved by the Court.
7. “Class Data List” means information for each Class Member that Defendant will provide to the Settlement Administrator. To the extent available, the Class Data List will contain each Class Member’s full name; last-known mailing address; telephone number; Social Security number; number of workweeks (full or partial) worked by each individual Class Member during the Class Period; and number of Pay Periods (full or partial) worked as a PAGA Member during the PAGA Period.
8. “Class Member” is a member of the Class. There are an estimated 218,773 workweeks during the Class Period.
9. “Class Notice” or “Notice” means the Court-approved Notice of Class Action Settlement in a form substantively similar to Exhibit A, to be mailed to Class Members that informs them of the settlement, their rights to request exclusion or to object to the Settlement, their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing.
10. “Class Period” means the period from April 6, 2017 to February 2, 2022.
11. “Class Representative Service Payments” means the payments approved by the Court to be made to the Plaintiffs in their capacities as Class Representatives to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event they failed in the prosecution of the Action, and for the general release of all claims by them as set forth herein.
12. “Court” means the Superior Court of the State of California for the County of Sacramento.

13. "Defendant's Counsel" means Michael J. Nader of Ogletree Deakins.
14. "Effective Date" means the date on which all of the following have occurred: (a) the Court grants final approval of this settlement Agreement; and (b) the Judgment becomes Final as defined in this Agreement.
15. "Final" means the last of the following dates, as applicable: (a) the Court has entered the Judgment granting final approval, and no objections have been filed; or, (b) if an objection has been filed, the period for filing any appeal, writ, or other appellate proceeding opposition the Court's Judgment has lapsed without any appeal, writ, or other appellate proceeding having been filed; or, (c) if a timely appeal is filed, the date the Judgment is affirmed and is no longer subject to appeal.
16. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to finally approve the terms of this Agreement and enter the Judgment.
17. "Gross Settlement Amount" or "GSA" means the non-reversionary sum of three million dollars (\$3,000,000) which shall be inclusive of the Individual Class Settlement Payments to Participating Class Members, Individual PAGA Payments to PAGA Members, Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the LWDA Payment, but excluding any employer-side payroll taxes due on the portion of the Individual Settlement Payments allocated to wages which Defendant shall pay separately and in addition to the Gross Settlement Amount.
18. "Individual Class Settlement Payment" means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who submits a request for exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Class Settlement Payment.
19. "Individual PAGA Payment" means the pro rata share of the \$25,000 (25% of the total \$100,000 PAGA Civil Penalty Payment) amount allocated to alleged aggrieved employees out of the PAGA Civil Penalty Payment that each PAGA Member will receive.
20. "Judgment" means the Final Approval Order and Judgment entered by the Court.
21. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Civil Penalty Payment, and Administration Expenses. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Class Settlement Payments.

22. “Non-Participating Class Member” means a Class Member who submits a valid and timely request for exclusion from the Settlement in the manner described in the Notice of Class Action Settlement.
23. “Notice Packet” means the Class Notice, the Change of Address Form approved by the Parties and subject to Court approval, and pre-printed return envelope, which the Settlement Administrator will mail to each Class Member.
24. “PAGA refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*
25. “PAGA Civil Penalty Payment” means the sum of \$100,000 to be paid out of the Gross Settlement Amount, designated by the Parties as PAGA civil penalties of which \$75,000 (75%) shall be paid pursuant to the PAGA to the Labor and Workforce Development Agency (“LWDA”), (“LWDA Payment”), and the remaining \$25,000 (25%) shall be paid proportionately to all PAGA Members.
26. “PAGA Members” means all current and former non-exempt employees of Defendant in the State of California during the PAGA Period. PAGA Members will be paid an Individual PAGA Payment, regardless of whether they exclude themselves from the Class Settlement.
27. “PAGA Period” means that period from July 28, 2019 to February 2, 2022.
28. “Participating Class Member” means a Class Member who does not submit a valid and timely request for exclusion from the Class Settlement.
29. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement.
30. “Released Class Claims” means all claims and causes of action, arising during the Class Period, that were or could have been alleged based on the allegations in the original and amended complaints in the Action, including: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay; (c) all claims for the failure to pay prevailing wage rates; (d) all claims for failure to provide reporting time pay; (e) all claims for failure to pay the regular rate of pay, including for meal and rest break premiums; (f) all claims for failure to produce requested employment records; (g) all claims for failure to provide compliant meal periods and pay related premiums at the regular rate; (h) all claims for failure to provide compliant rest periods and pay related premiums at the regular rate; (i) all claims for failure to reimburse business expenses; (j) all claims for failure to pay timely current wages; (k) all claims for failure to pay final wages; (l) all claims for failure to provide accurate wages statements; and (m) all claims for relief under California Business and Professions Code § 17200, *et seq.* The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

31. “Released PAGA Claims” means all claims and causes of action, arising during the PAGA Period, that were or could have been alleged based on the allegations in the original and amended complaints in the Action, and in all of the PAGA Letters in the Action, that seek civil penalties and other relief under the PAGA, including: (a) claims for failure to pay minimum wages; (b) claims for failure to pay overtime wages, including all claims for the alleged omission of any kind of remuneration when calculating an employee’s regular rate of pay; (c) claims for the failure to pay prevailing wage rates; (d) claims for failure to provide reporting time pay; (e) claims for failure to pay the regular rate of pay, including for meal and rest break premiums; (f) claims for failure to produce requested employment records; (g) claims for failure to provide compliant meal periods and pay related premiums at the regular rate; (h) claims for failure to provide compliant rest periods and pay related premiums at the regular rate; (i) claims for failure to reimburse business expenses; (j) claims for failure to pay timely current wages; (k) claims for failure to pay final wages; and (l) claims for failure to provide accurate wages statements. Regardless of whether any Class Member opts out of the Class Settlement, they will still be bound by the PAGA Release if they are PAGA Members. The period of the PAGA Release is the PAGA Period.
32. The term “Released Parties” means Clean Harbors Environmental Services, Inc. and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.
33. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
34. “Qualified Settlement Fund” or “QSF” means the account established by the Administrator for the Gross Settlement Amount and employer-side payroll taxes and distribution as provided by this Agreement and as ordered by the Court.
35. “Workweeks” means any workweek (Sunday through Saturday) in which Settlement Class Members worked at any time at all during that workweek.

RECITALS

36. On July 28, 2020, Plaintiff Williams filed a PAGA letter with the Labor and Workforce Development Agency (the “Williams PAGA Letter”) alleging several wage and hour claims, including the following: the failure to pay overtime wages, the failure to provide compliant meal and rest breaks and pay related premiums, the failure to timely pay all final wages, and the failure to provide accurate wage statements.
37. On August 17, 2020, Plaintiff Williams filed a Class Action Complaint alleging several wage and hour claims, including the following: the failure to pay minimum and overtime wages, the failure to provide compliant meal and rest breaks and pay related premiums, the failure to timely pay all final wages, the failure to provide accurate wage statements, related PAGA claims, and

violations of section 17200 et seq. of the California Business and Professionals Code. (the “Williams Complaint”). The Williams Complaint was removed to Northern District of California, Case No. 3:20-cv-07872.

38. On November 20, 2020, Plaintiff Smith filed a PAGA letter with the Labor and Workforce Development Agency (the “Smith PAGA Letter”) alleging several wage and hour claims, including the following: the failure to pay minimum and overtime wages, the failure to pay reporting time pay, the failure to provide compliant meal and rest breaks and pay related premiums, the failure to keep time and pay records, the failure to provide suitable seating, the failure to timely pay wages to current employees, the failure to timely pay final wages, and the failure to provide accurate wage statements.
39. On January 14, 2021, Plaintiff Smith filed a Class Action Complaint alleging several wage and hour claims, including the following: the failure to pay minimum and overtime wages, the failure to provide compliant meal and rest breaks and pay related premiums, the failure to reimburse business expenses, the failure to timely pay all final wages, the failure to provide accurate wage statements, and violations of section 17200 et seq. of the California Business and Professionals Code. (the “Smith Class Action Complaint”). The Smith Class Action Complaint was removed to the Eastern District of California, Case No. 2:21-cv-00585.
40. On January 29, 2021, Plaintiff Smith filed a PAGA Action Complaint seeking civil penalties for several alleged wage and hour violations, including the following: the failure to pay minimum and overtime wages, the failure to record and provide compliant meal and rest breaks and pay related premiums, the failure to reimburse business expenses, the failure to pay timely wages to current employees, the failure to timely pay all final wages, and the failure to provide accurate wage statements. (the “Smith PAGA Complaint”). The Smith PAGA Complaint is in the Superior Court of Sacramento, Case No. 34-2021-00293374.
41. On September 23, 2021, Plaintiff Reyes filed a PAGA letter with the Labor and Workforce Development Agency (the “Reyes PAGA Letter”) alleging several wage and hour claims, including the following: the failure to pay minimum and overtime wages, the failure to pay prevailing wage rates, the failure to pay reporting time pay, the failure to provide compliant meal and rest breaks and pay related premiums, the failure to produce requested employment records, the failure to reimburse expenses, the failure to timely pay wages to current employees, the failure to provide accurate wage statements, and the failure to timely pay all final wages.
42. On September 23, 2021, Plaintiff Reyes filed a Class Action Complaint alleging several wage and hour claims, including the following: the failure to pay minimum and overtime wages, the failure to pay prevailing wage rates, the failure to pay reporting time pay, the failure to provide compliant meal and rest breaks and pay related premiums, the failure to produce requested employment records, the failure to reimburse expenses, the failure to timely pay wages to

current employees, the failure to provide accurate wage statements, and the failure to timely pay all final wages (the “Reyes Complaint”). The Reyes Complaint was filed in the Superior Court in the County of Los Angeles, Central District, Case No. 21STCV35058.

43. On February 2, 2022, Plaintiffs Dawn Williams, Alonzo Smith, and Romero Reyes (“Plaintiffs”) and Defendant Clean Harbors Environmental Services, Inc. (“Defendant”) (collectively, “the Parties”), participated in a mediation with Louis Marlin, Esq., a prominent mediator experienced in resolving wage and hour class and collective actions. The Parties continued negotiations, with the assistance of the mediator, through March 16, 2022. As a result of the mediation, the Parties reached an agreement to settle all causes of action alleged by the Plaintiffs under the California Labor Code, the California Business and Professionals Code, the California Code of Regulations, the applicable California Wage Order, and under the Private Attorneys General Act (the “PAGA”) in the lawsuits entitled *Williams v. Clean Harbors Environmental Services, Inc. et al* (U.S. District Court, Northern District of California, Case No. 3:20-cv-07872); *Smith v. Clean Harbors Environmental Services, Inc. et al* (U.S. District Court, Eastern District of California, Case No. 2:21-cv-00585); *Reyes v. Clean Harbors Environmental Services, Inc. et al* (California Superior Court, County of Los Angeles, Case No. 21STCV35058).
44. In advance of the mediation on December 23, 2021, Defendant produced 100% of the timekeeping and payroll data of all putative class members, as well as policies and practices related to the claims in the Action.
45. On June 24, 2022, the Smith Class Action Complaint was remanded to the County of Sacramento Superior Court as Case No. 34-2021-00292526. On or about July 28, 2022, Plaintiff Smith filed a Second Amended Class Action Complaint adding Plaintiff Williams and Plaintiff Reyes and the allegations each Plaintiff alleged in their various matters.
46. This Agreement represents a compromise and settlement of highly disputed claims. The Parties agree that nothing in this Agreement is an admission by the Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties stipulate to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, the Parties agree that this stipulation regarding class certification will become null and void, and Defendant reserves the right to contest the certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

SETTLEMENT TERMS AND CONDITIONS

47. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is three million dollars (\$3,000,000), which is inclusive of all payments contemplated in this resolution. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant under any circumstances.
48. **Modification of Gross Settlement Amount.** Defendant has estimated the amount of 218,773 workweeks in the Class Period. If the Settlement Administrator's calculation of the workweeks (at the time the Court grants preliminary approval of the settlement) is 10% more than 218,773 (or more than 240,650), then for each additional workweek in the Class Period above that cap, the settlement amount will increase by \$13.71. For example, if the actual workweek count is 240,652, then the settlement fund will increase by \$27.42.
49. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Administrator will make the following payments from the Gross Settlement Amount:
- a) **To Plaintiffs:** Plaintiffs will apply to the Court for an award of not more than \$10,000 for each Plaintiff in addition to each of the Plaintiff's Individual Class Settlement Payment shares. The Administrator will pay the Class Representative Service Payments approved by the Court. No payroll tax withholding and deductions will be taken from this payment. The Administrator shall issue an IRS Form 1099 to each of the Plaintiffs with respect to the Class Representative Service Payment. To receive the payment, the Plaintiffs each agree to a Code of Civil Procedure section 1542 waiver and a general release of all claims, excluding any claims that that the Plaintiffs cannot release as a matter of law, such as claims for workers' compensation and for social security benefits.
 - b) **To Class Counsel:** Class Counsel will apply to the Court for an award of up to \$1,000,000 as their Class Counsel Fees Payment and no more than \$50,000 for all costs and litigation expenses incurred, subject to proof, as Class Counsel Litigation Expenses Payment. Defendant will not oppose requests for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. For these payments, the Administrator will issue one or more IRS Forms 1099. The payment of the Class Counsel Fees Payment shall be made 72% to Diversity Law Group, APC, 18% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 10% to Lavi & Ebrahimian, LLC. The payment of the Class Counsel Litigation Expenses Payment shall be allocated between Class Counsel proportionately based upon the amount of expensed incurred by each firm as set forth in their declarations in support of the Motion for Final Approval and/or the Motion for Attorneys' Fees
 - c) **To the LWDA.** The Parties will seek approval from the Court for the PAGA Civil Penalty Payment of \$100,000, allocated 75% (\$75,000) for the LWDA Payment as its share of the settlement of civil penalties paid

under this Agreement pursuant to the PAGA and 25% (\$25,000) to be distributed to all PAGA Members based on their number of Pay Periods employed during the PAGA Period, in relation to the aggregate number of Pay Periods employed during the PAGA Period. Because there is no right to opt out of a PAGA settlement, all PAGA Members will receive a proportionate share of the 25% portion of the PAGA Civil Penalty Payment, i.e., their Individual PAGA Payment, irrespective of a valid and timely request for exclusion from the Class Settlement.

- d) **To the Administrator.** The Administrator will pay to itself its reasonable fees and expenses documented and approved by the Court in an amount not to exceed \$17,500. (“Administration Expenses”).
- e) If the Court approves any payment described in this section in an amount less than requested, the Parties agree to retain the remainder in the Net Settlement Amount for distribution to Class Members.

46. **Settlement Payments to the Class.** Following the deduction of the Court-approved sums from the Gross Settlement Amount for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, Administration Expenses, the LWDA Payment, and the collective Individual PAGA Payments, the remaining Net Settlement Amount, estimated at \$1,802,500 shall be distributed to Participating Class Members based upon the number of Workweeks employed during the Class Period in relation to the number of Workweeks employed by all Participating Class Members during the Class Period. The Net Settlement Amount is determined by deducting the anticipated Court-approved payments as follow:

Gross Settlement Amount:	\$ 3,000,000
• Class Representative Service Payment	\$10,000 each (total \$30,000)
• Class Counsel Fees Payment	\$1,000,000
• Class Counsel Litigation Expenses	\$50,000
• LWDA Payment	\$ 75,000
• Individual PAGA Payments	\$ 25,000
• Administration Expenses	<u>\$17,500</u>
Net Settlement Amount:	<u>\$1,802,500</u>

- a) **Individual Class Settlement Payment.** Individual Class Settlement Payments will be paid from the Net Settlement Amount and paid pursuant to the formula as follows: (i) First, using the Class Data List, the Administrator will compute the total number of workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the “Workweek Total;” (ii) Second, the Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value of each eligible

Workweek; this shall be known as the "Workweek Value;" (iii) Third, the Administrator will multiply the number of Workweeks of a Participating Class Member during the Class period by the Workweek Value to determine the Participating Class Member's Individual Class Settlement Payment.

- b) **Allocation of the Settlement Payment, and Tax Forms.** The Administrator shall allocate 20% of each Participating Class Member's Individual Class Settlement Payment to wages and 80% to penalties and interest allegedly due to employees, which shall also include the sum of the Individual PAGA Payments. The Settlement Administrator will be responsible for issuing to claimants a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties and interest.
- c) **Effect of Non-Participating Class Members.** Non-Participating Class Members are those who returned a valid and timely request for exclusion, and they will not receive an Individual Class Settlement Payment share of the Net Settlement Amount. Their exclusion from the Class will neither affect the Gross Settlement Amount nor affect the Net Settlement Amount. Their exclusion Individual Class

9C, 1099s, W-2s and W-3s; handling uncashed checks, and providing declarations as requested by the Parties, and otherwise administering the Settlement pursuant to this Agreement. The Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual Class Settlement Payment and/or Individual PAGA Payment. The Settlement Administration Expenses, including the cost of printing and mailing the Notice Packet, will come from the Gross Settlement Amount. Defendant and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, Defendant and Defendant's Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Individual Settlement Payments or any other distribution of monies contemplated by this Settlement Agreement.

48. Procedure for Approving Settlement.

a. Motion for Preliminary Approval of Settlement.

- i. After execution of this Agreement, Plaintiffs will file a Motion for Preliminary Approval seeking preliminary approval of the proposed Settlement, conditional class certification, approval of the Notice, appointment of Class Counsel, the designation of Plaintiffs as the Class Representatives and Simpluris as the Administrator, and setting a date for the Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and exhibits thereto. Class Counsel agrees to provide Defendant's Counsel with drafts of the Motion for Preliminary Approval and any other documents they intend to submit in support of their Motion for Preliminary Approval at least five (5) business days in advance of the filing of such documents to allow Defendant's Counsel reasonable time to review and comment on such papers, and Class Counsel further agrees to reasonably incorporate the comments from Defendant's Counsel.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Motion for Preliminary Approval, and submit an Order Granting Preliminary Approval of the Settlement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of the Released Claims, or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Agreement for the Court's approval.

49. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, the Notice Packet will be mailed to all members of the Class as follows:

- a. No later than ten (10) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will, to the extent possible, provide the Class Data List to the Administrator. The Administrator shall maintain the Class Data List as private and confidential and shall not disclose such data to any persons or entities other than Defendant's Counsel. The Class Data List is being supplied solely to be used for settlement notification and settlement administration purposes and shall not be used for any other purpose by the Administrator or Class Counsel. The Parties agree that the Class Data List will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendant or any other Released Parties and will only be used to administer the Settlement under the terms provided herein. No later than three (3) days after receipt of the Class Data List, the Administrator shall notify counsel for the Parties that the information in the Class Data List has been received.
- b. Upon receipt of the Class Data List, the Administrator will perform a search of the United States Post Office's National Change of Address database to update and correct any known or identifiable changes to Class Member addresses before mailing the Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than ten (10) calendar days following receipt of the Class Data List, the Administrator will mail the Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Administrator obtains in the course of administration of the Settlement. The Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The content of the Notice Packet shall include a Notice of Class Action Settlement, a Change of Address form, and a pre-printed return envelope, subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the case.
- c. The exterior of the mailing envelope containing the Notice Packet, shall include the following language on the left side of the envelope below the Administrator's mailing address:

**IMPORTANT LEGAL DOCUMENT: You may
get Money from a Class Action Settlement; your
prompt reply to correct a bad address is required.**

- d. If a Notice Packet is returned because of an incorrect address, the Administrator will promptly, and not longer than ten (10) days from receipt of the returned Notice Packet, search for a more current address

and re-mail the Notice Packet to the Class Member. The Administrator will use the Class Data List and otherwise work with Defendant to find the most current address. The Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Notice Packet is re-mailed, the Administrator will note for its own records and notify Counsel for the Parties of the date of each such re-mailing as part of a weekly status report provided to the Parties.

- e. As part of its weekly status report, the Administrator will inform Class Counsel and Defendant's Counsel of the number of requests for exclusions, number of disputed claims, and number of objections received, and will provide all written objections upon receipt to Class Counsel and Defendant's Counsel
- f. No later than twenty (20) days before the date that the Plaintiffs will file the Motion for Final Approval of the Settlement, the Administrator will provide its declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the requests for exclusions, disputed claims, and objections received. Prior to the Final Approval Hearing, the Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

50. **Objections to Settlement; Disputes as to the Number of Workweeks; and Requests for Exclusion.** Class Members may submit objections as to any term of the Settlement, dispute the number of Workweeks allocated to them, and request exclusion pursuant to the following procedures:

- a. **Object to Settlement.** The Class Notice will provide that only Participating Class Members may object to the Settlement. Participating Class Members may submit a written objection to the Administrator no later than forty-five (45) days after the Administrator mails the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if an objection was timely received. Written objections must be signed by the Class Member and should set forth: (1) the full name and address of the objecting Class Member; (2) the grounds for each objection made; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and Defendant's Counsel with this notice no later forty five (45) days after

the Administrator mailed the Notice Packets. Class Members may also appear at the Final Approval Hearing to orally object, even if they have not submitted a written objection. Any Class Member who fails to submit a timely written objection or to present an objection at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to object in writing.

- b. **Dispute the Number of Workweeks.** Class Members may dispute the number of Workweeks the Class Notice allocates to them during the Class Period, and they must do so no later than forty five (45) days after the Administrator mails the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if a dispute was timely received. If there is a dispute, the Administrator shall consult with the Parties to determine whether an adjustment is warranted. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to dispute in writing the number of Workweeks allocated to them during the Class Period.
- c. **Requests for Exclusion.** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must postmark and mail to the Administrator a written request for exclusion no later than forty five (45) days after the Administrator's mailing of the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if a request for exclusion was timely received. Class Members who receive a re-mailed Class Notice shall have an additional twenty (20) days from their original deadline to request in writing an exclusion from the Settlement.
 - i. To be valid, a request for exclusion must be timely and must comply with the instructions detailed in the Class Notice, including providing (1) the name and address of the Class Member requesting exclusion; (2) a statement expressing that the Class Member elects to be excluded from the Settlement; and (3) a signature by the Class Member. If a question is raised about the authenticity of a signed request for exclusion, the Administrator will have the right to demand additional proof of the Class Member's identity.
 - ii. A Non-Participating Class Member will not participate in or be bound by the Released Claims and the Judgment. However, a Non-Participating Class Member who is also a PAGA Member will be bound by the PAGA Release. Defendant will remain free to contest any claim brought by the Class Member that would have been

barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. However, even if a Class Member opts out of the Settlement, the Class Member will still receive a proportionate share of the PAGA Civil Penalty Payment allocated to the PAGA Members. The Administrator will determine the Individual PAGA Payment by comparing the number of Pay Periods the PAGA Member was employed during the PAGA Period to the total number of Pay Periods all PAGA Members were employed during the PAGA Period. In this instance, any Class Member who is also a PAGA Member will only be bound by the PAGA Release.

- iii. A Class Member who does not complete and mail a timely request for exclusion in the manner and by the deadline specified above will automatically become a Participating Class Member, will receive a Settlement Payment, and be bound by all terms and conditions of the Settlement, including the Released Claims if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.
 - iv. Persons who submit a request for exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement because the Settlement no longer concerns them.
 - v. All Participating Class Members who do not submit a valid and timely request for exclusion will receive a Individual Class Settlement Payment without the need to file a claim form, and the terms of the Released Claims and Judgment will bind them.
- d. **Report.** No later than ten (10) days after the deadline for submission of requests for exclusions, the Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate count of Participating Class Members and Non-Participating Class Members.
51. **Right of Defendant to Reject Settlement.** If more than ten percent (10%) of the Class Members return valid and timely requests for exclusion, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void no later than ten (10) days after the Administrator notifies the Parties, for the final time, of the number of valid requests for exclusion received. If Defendant exercises this right, the Settlement will become void and

unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed.

52. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
53. **Additional Briefing and Final Approval.**
- a. Upon the expiration of the deadline for submission of requests for exclusions, objections, and disputes, and with the Court's permission, a Final Approval Hearing shall be conducted.
 - b. As directed by the Court after preliminary approval, the Plaintiffs will file with the Court a Motion for Final Approval of the Settlement, that shall include Class Counsel's application for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payments, the Class Representative Service Payment, as well as the Administration Expenses and the PAGA Civil Penalty Payment. Class Counsel shall be responsible for preparing the Motion for Final Approval, and any supporting declarations, and exhibits thereto. Class Counsel agrees to provide Defendant's Counsel with drafts of all documents they intend to submit in support of the Motion for Final Approval at least seven (7) days in advance of the filing to allow Defendant's Counsel reasonable time to review and comment on such papers and further agrees to reasonably incorporate the comments from Defendant's Counsel. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order, including a good faith attempt to address and/or cure any issues identified by the Court as necessary for final approval.
 - c. If any opposition is filed, then no later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval of the Settlement.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of the Released Claims), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Agreement for the Court's approval. But an award by the Court of lesser amounts than those sought by Class Counsel for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment will not constitute a material modification to the Agreement within the meaning of this paragraph.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, Class Counsel will present for the Court's approval

and entry the Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

54. **Waiver of Right to Appeal.** Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement to the Administrator waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate the judgment, a motion for a new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If there is an appeal from the Judgment, it suspends the time for consummation of the Settlement (including making payments under the Settlement) until the appeal is finally resolved and the Judgment becomes final.
55. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of the Released Claims), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court no later than 21 days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
56. **Funding and Other Payments.** No later than ten (10) calendar days after the Judgment becomes Final as defined herein, the Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Gross Settlement Amount (\$3,000,000) into the QSF (or additional amounts if applicable under the "Modification of Gross Settlement Amount" section herein). Defendant shall fund the QSF with the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes no later than thirty (30) calendar days after the Judgment becomes Final. Within fourteen (14) days after Defendant funds the QSF, the Administrator will pay to Participating Class Members, their Individual Class Settlement Payments via first-class regular U.S. Mail; to all PAGA Members, their Individual PAGA Payments; to Plaintiffs, the Class Representative Service Payment; to Class

Counsel, the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Administrator, the Settlement Administration Expenses. The Judgment cannot become Final, and Defendant will not be obligated to fund the QSF, unless and until there is no possibility of an appeal or further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially prevent this Settlement from becoming final and binding.

57. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Payment check within one-hundred and eighty (180) days of the Administrator's mailing of the checks. If the Administrator receives a returned check, it will make all reasonable efforts to re-mail it to the Class Member at him or him correct address. If Class Member's Settlement Payment check is not cashed within thirty (30) days after its initial mailing, the Administrator will send a postcard notifying the Class Member that unless the check is cashed by the 180th day, it will expire and become non-negotiable, and the Administrator will offer to replace the check if it was lost or misplaced and not cashed. If the check remains uncashed after one-hundred and eighty (180) days since the Administrator's mailing of the checks, the Administrator will void the checks, and transmit the funds to the State of California's Controller, Unclaimed Property Division for further handling on behalf of the Class Member.
58. **Final Report by Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Administrator will serve on the Parties and file with the Court a declaration as a final report on the disbursements of all funds from the Gross Settlement Amount.
59. **Released Claims.**
 - a. **Participating Class Members.** As of Effective Date, the Released Parties shall be entitled to a full and final accord, satisfaction, settlement, and release of the Released Claims for the Class Period from Participating Class Members, including the Plaintiffs.
 - b. **PAGA Members.** As of the Effective Date, all PAGA Members are bound by the PAGA Release.
 - c. **Plaintiffs.** As of the Effective Date, each of the Plaintiffs hereby fully and finally release Defendant and the Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,

contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to their employment with Defendant and the termination of that employment (“Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims includes all of the Released Claims as defined herein as well as all other wage and hour claims, claims under the California Business and Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the PAGA, claims under the Fair Labor Standards Act, and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, as well as all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, arising from or relating to each of the Plaintiffs’ relationship, or the termination of relationship, with any Released Party through the Effective Date for any type of relief. Plaintiffs further covenant that they will not become a member of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiffs’ Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent by law, and this release excludes only the release of claims not permitted by law.

- d. **Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, each of the Plaintiffs’ Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Plaintiffs’ Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs’ Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of California Civil Code section 1542, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in him or him favor at the time of executing the release and that, if known by him or her, would have materially affected him or him settlement with the debtor or released party.

- c. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel waives any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
- 60. **Limitation on Public Statements About Settlement.** Prior to final approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to seek approval and any other disclosures agreed to by the Parties that are necessary to effectuate the Settlement. Plaintiffs and Class Counsel shall not issue any press releases, or hold any press conferences, or publish information about the settlement on any website, or otherwise publicize the settlement. However, Plaintiffs' counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a class and representative action basis for purposes detailing the experience of counsel. Plaintiffs and Plaintiffs' Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the Court.
- 61. Plaintiff represents that other than the instant Action, Plaintiffs and Class Counsel have no intent to assert any other claims against Defendant in any judicial, arbitral, or administrative forum. Plaintiffs' Counsel will further represent that they do not know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand, and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.
- 62. **Additional Mediation.** If this matter is not approved by the Court for any reason, the Parties agree to attend mediation again in an effort to reach a settlement approved by the Court.
- 63. **Miscellaneous Terms.**
 - a. **No Admission of Liability or Class Certification for Other Purposes.**
 - i. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in

connection with effectuating the Settlement pursuant to this Agreement).

- ii. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- iii. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 62. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 63. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by the Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court for resolution.
- 64. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any

liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

65. **No Tax Advice.** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
66. **Agreement Binding on Successors.** This Agreement is binding upon, and inures to the benefit of, the successors of each of the Parties. The Parties warrant that they understand and have full authority to enter this Agreement, and intend it to be fully enforceable and binding on all Parties, pursuant to California Code of Civil Procedure section 664.6, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any Settlement Conference confidentiality provisions which might otherwise apply under federal or state law.
67. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
68. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
69. **Fair and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations facilitated by an experienced and respected wage and hour class action mediator, taking into account all relevant factors, current and potential.
70. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation and other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within sixty (60) days after the Judgment becomes Final, Class Counsel will return or destroy all such documents and data, and provide written confirmation of same to Defendant.
71. **Exhibits and Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement.

72. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Larry W. Lee
Simon L. Yang
Diversity Law Group, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Tel.: (213) 488-6555
Fax: (213) 488-6554
E-Mail: lwlee@diversitylaw.com; sly@diversitylaw.com

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com; kyle@bamlawca.com

Joseph Lavi
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Tel.: (310) 432-0000
Fax: (310) 432-0001
E-Mail: jlavi@lelawfirm.com

To Defendant:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Michael J. Nader, Esq.
Email: Michael.nader@ogletree.com
500 Capitol Mall, Suite 2500
Sacramento, CA 95814
Telephone: (916) 840-3150 / Fax: (916) 840-3159

73. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically, or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between

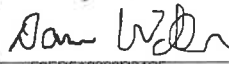
themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 74. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement, the Parties agree to jointly request the Court to stay all proceedings with this Action, except for such proceedings needed to secure approval of this settlement, and the time to bring the Action to trial shall be extended pending the outcome of the settlement process.
- 75. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement.
- 76. **Court Filings.** The Parties agree not to object to any Court filings consistent with this Settlement Agreement.
- 77. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 07/29/2022, 2022

DocuSigned by:
By: 
F9EDEA0390D84CE
Dawn Williams, Plaintiff

Dated: Aug 11, 2022, 2022

By: 
Alonzo Smith (Aug 11, 2022 11:10 PDT)
Alonzo Smith, Plaintiff

Dated: _____, 2022

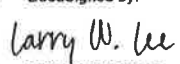
By: _____
Romero Reyes, Plaintiff

Dated: 8/22, 2022

By: 
Authorized Agent for Defendant
Clean Harbors Environmental Services, Inc.

APPROVED AS TO FORM:

Dated: 7/29/22, 2022

DocuSigned by:
By: 
5589343CDA2D4A2
Larry Lee
Diversity Law Group, P.C.
Class Counsel

Dated: August 11, 2022

By: 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmi De Blouw
Class Counsel

Dated: _____, 2022

By: _____
Joseph Lavi
Lavi & Ebrahimian, LLC
Class Counsel

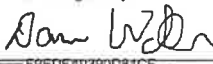
Dated: _____, 2022

By: _____
Michael J. Nader
Counsel for Defendant
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 07/29/2022, 2022

DocuSigned by:
By: 
Dawn Williams, Plaintiff

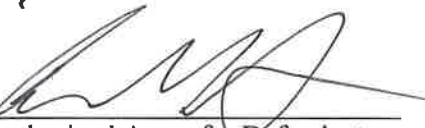
Dated: _____, 2022

By: _____
Alonzo Smith, Plaintiff

Dated: 8/15, 2022

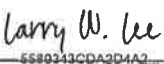
By: 
Romero Reyes, Plaintiff

Dated: 8/22, 2022

By: 
Authorized Agent for Defendant
Clean Harbors Environmental Services, Inc.

APPROVED AS TO FORM:

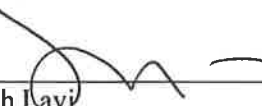
Dated: 7/29/22, 2022

DocuSigned by:
By: 
Larry Lee
Diversity Law Group, P.C.
Class Counsel

Dated: _____, 2022

By: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmi De Blouw
Class Counsel

Dated: 8/17, 2022

By: 
Joseph Lavi
Lavi & Ebrahimi, LLC
Class Counsel

Dated: August 19, 2022

By: 
Michael J. Nader
Counsel for Defendant
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

EXHIBIT A

**[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]**