

AEGIS LAW FIRM, PC
KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. CONNOLLY, State Bar No. 280626
KRISTY R. CONNOLLY, State Bar No. 328477
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

Attorneys for Plaintiff Maurice Keys,
individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MAURICE KEYS and JOSE JUAN
NOYOLA, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

USA WASTE OF CALIFORNIA, INC.;
STAFFING NETWORK HOLDINGS,
L.L.C.; and DOES 3 through 20, inclusive,

Defendants.

Case No. 30-2022-01244825-CU-OE-CXC

*Assigned for all purposes to
Hon. Layne H. Melzer
Dept. CX-102*

**DECLARATION OF KRISTY R. CONNOLLY
IN SUPPORT OF MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

1 I, Kristy R. Connolly, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am an attorney
3 with Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiff Maurice Keys
4 (“Plaintiff”). The following facts are within my personal knowledge and if called as a witness, I could
5 and would competently testify thereto.

6 2. I submit this Declaration in support of Plaintiffs’ Motion for Approval of Private
7 Attorneys General Act Representative Action Settlement.

8 3. On February 10, 2022, Keys filed this action as a proposed class action lawsuit,
9 alleging that, Defendants failed to: (1) pay minimum wages, (2) pay overtime wages, (3) provide meal
10 periods, (4) failure to permit lawful rest breaks, (5) failure to provide accurate itemized wage
11 statements, (6) failure to pay all wages due upon separation of employment, (7) violation of Business
12 and Professions Code Section 17200, *et seq.* On June 9, 2022, Plaintiff filed his First Amended
13 Complaint adding a claim for Enforcement of the Private Attorneys General Act (“PAGA”). Keys
14 initially named Peoplescout MSP, LLC; Trueblue, Inc; Staffing; WWELS, Inc; and Waste
15 Management National Services, Inc. as defendants.

16 4. On February 10, 2022, Keys sent a letter to the California Labor & Workforce
17 Development Agency (“LWDA”) via online submission and to the initially named defendants via
18 certified mail regarding their alleged Labor Code violations. The LWDA did not respond to this notice
19 within 65 days, indicating it did not intend to investigate. Therefore, on June 9, 2022, Keys amended
20 his complaint to add a claim under PAGA.

21 5. On March 30, 2022, Keys submitted an amended PAGA notice to identify Waste
22 Management National Services, Inc. as an additional defendant. On April 1, 2022, Keys filed an
23 Amendment to the Complaint to identify Waste Management National Services, Inc. as Doe Defendant
24 No. 1. On July 22, 2022, Keys dismissed all defendants, except Waste Management National Services
25 (“Waste Management”).

1 6. Waste Management then brought a Motion to Compel Arbitration. The Court granted
2 its Motion in that it ordered Keys' individual claims to arbitration, dismissed the class claims, and
3 stayed his representative PAGA claim pending the completion of arbitration.

4 7. On March 1, 2023, Keys initiated arbitration with JAMS.

5 8. The Parties then agreed to attend global, private mediation for the employees who
6 were assigned to work at the Orange County Transfer Station by Staffing Network, like the Plaintiffs.

7 9. USA Waste recently settled a class and representative PAGA lawsuit as to all direct
8 employees of USA Waste in the action *De la Torre v. USA Waste of California, Inc.*, Case No.
9 20STCV16032. As a result, only claims as to employees placed by Staffing Network remained.

10 10. In preparation for mediation, Defendant informally produced data and documents for
11 Plaintiffs to evaluate the PAGA claims and calculate the alleged exposure, including policy
12 documents, aggrieved employees' time and payroll records, and a list of aggrieved employees with
13 dates of employment to calculate the pay periods worked. Plaintiffs' Counsel engaged an expert to
14 quantify the potential exposure using the time and payroll records, and then assessed the risks
15 associated with each of the claims.

16 11. The parties attended mediation on April 26, 2024, with Steven Serratore, a respected
17 class action and PAGA action mediator. After a full day of negotiating, the Parties agreed to a
18 settlement amount and executed a Memorandum of Understanding with the material terms the parties
19 had agreed to. The Parties spent the next few months negotiating the terms of the Settlement, which
20 was finalized in December of 2024.

21 12. On December 5, 2024, Plaintiffs submitted an amended notice to the LWDA to
22 identify USA Waste as an additional named defendant. Plaintiff Keys then filed a Third Amended
23 Complaint, which added Noyola as a second named plaintiff, added USA Waste as a named defendant,
24 and dismissed Waste Management National Service, Inc. as a named defendant.

25 13. On May 21, 2025, Plaintiffs provided the LWDA with copies of the Settlement and
26 this Motion.

1 14. I have confirmed with Plaintiffs' attorneys at Aegis Law Firm, PC that no one here
2 has any interest or involvement with the Parties' chosen *cy pres*, the Legal Aid at Work, that could
3 reasonably create the appearance of impropriety, including myself.

4 15. Here, the \$410,000.00 Gross Settlement Amount is reasonable for a group of
5 approximately 625 employees. A penalty of \$410,000.00 is large enough to punish Defendants for
6 alleged past violations and deter future violations. The settlement amount is equivalent to a penalty of
7 about \$656 per employee. At the same time, the penalty amount is not so large as to be unjust,
8 oppressive or confiscatory, considering the company's potential exposure explained below. The Gross
9 Settlement Amount is also reasonable in light of the facts of the foregoing action, the real risk that no
10 PAGA penalties would be paid, and inherent risks and uncertainties associated with PAGA claims.

11 16. Plaintiffs calculated the potential exposure at the initial violation rate of \$100.00 per
12 pay period as follows: 11,200 x \$100.00 per pay period is \$1,120,000.00 for an estimated 11, 200 pay
13 periods. If the Court stacked different types of penalties in each pay period, Plaintiffs calculated the
14 exposure as follows:

- 15 a. 9,675 pay periods with net underpayment x \$100 per pay period = \$967,500 for
16 unpaid wages due to rounding;
- 17 b. 11,200 pay periods x \$100 per pay period x 100% violation rate = \$1,120,000.00
18 for rest break violations;
- 19 c. 11,200 pay periods x \$100 per pay period x 42% violation rate = \$470,400.00 for
20 meal period violations;
- 21 d. 11,200 pay periods x \$100 per pay period x 100% violate rate= \$1,120,000.00
22 for unreimbursed business expenses;
- 23 e. 11,200 pay periods x \$100 per pay period x 100% violation rate = \$1,120,000.00
24 for wage statement penalties; and
- 25 f. 545 terminated employees x \$100 = \$54,500 for waiting time penalties.

26 17. Defendants raised a number of arguments during settlement negotiations and provided
27 evidence that could have defeated Plaintiffs' claims. For example, Plaintiffs argued that Defendants
28

1 maintained an unlawful rounding policy that resulted in about 75% of shifts (or 9,675 pay periods)
2 containing an underpayment of wages. However, Defendants argued that at least 16% of shifts actually
3 resulted in an overpayment of wages and cited to authority that has permitted the use of rounding
4 where the policy is neutrally applied. Plaintiffs also argued that Defendants failed to provide compliant
5 meal periods, as indicated by the 42% violation rate that Plaintiffs' expert determined from the
6 timekeeping records. However, Defendants argued that they maintained written policies providing
7 compliant meal periods, that they were not responsible for policing meal periods, and that any missed
8 breaks were the employees' personal choice to waive the break, citing to *Brinker Restaurant Corp. v.*
9 *Superior Court* 53 Cal. 4th 1004, 1029 (2012), in which the Supreme Court explained that employers
10 do not need to "police" breaks, i.e., ensure that a meal is being taken if it was provided. *See also*
11 *Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal. 4th 1094, 1104 (2007) (finding a violation occurs
12 only if the employee is "forced to forgo his or her meal period"). Defendants also presented evidence
13 of signed meal waivers. Similarly, Plaintiffs argued that Defendants failed to authorize or permit
14 compliant rest breaks due to Defendants' demanding work environment. However, Defendants argued
15 that they maintained compliant written rest break policies that provided for proper rest breaks, and
16 that, like meal periods, employees could choose not to take their rest breaks. Accordingly, the meal
17 and rest claims would be highly dependent on employee testimony, which could render these claims
18 unmanageable at trial.

19 18. Plaintiffs also argued that Defendants failed to reimburse employees for necessary
20 business expenses, specifically for the use of their personal cell phones when they had to communicate
21 with their supervisors for work purposes. Defendants responded by providing policy documents that
22 provided for expense reimbursements upon request and showed that it maintained reimbursement
23 request forms available for all employees who sought reimbursement for any purpose. As such, it
24 could be difficult to find common proof as to who incurred expenses, whether those expenses were
25 necessary, and whether they sought reimbursement, making the claim difficult to prove at trial. Finally,
26 Plaintiffs' wage statement and waiting time penalties claims were derivative of the underlying claims,
27
28

1 meaning if Plaintiffs could not prove any unpaid wages claim, then they would not recover these
2 derivative penalties.

3 19. Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA
4 awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2), the Court
5 can reduce the PAGA penalties “if, based on the facts and circumstances of the particular case, to do
6 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” In other
7 words, were this matter to go to trial, any award granted would be at the discretion of the Court. In
8 settling this case, Plaintiff recognizes that, although he believes there would be no persuasive grounds
9 to reduce the penalties, the Court could determine otherwise and significantly reduce the PAGA
10 penalties, especially in light of Defendants’ defenses described above, including their facially
11 compliant written policies and signed meal period waivers. The wide range of potential recovery and
12 the additional delays and risks of trial justified settling for a reasonable amount of recovery.

13 20. Aegis prosecutes wage and hour cases, including class actions on behalf of employees
14 and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently
15 serving as plaintiffs’ counsel of record in dozens of wage and hour and employment class action cases
16 pending in both state and federal court.

17 21. The attorneys working on this case have been appointed class counsel in many cases,
18 through both contested motions and settlement approval motions.

19 22. Aegis has litigated and successfully resolved many wage and hour class action cases
20 involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Calma v.*
21 *Scooter Brew, Inc.*, San Diego Superior Court, Case No. 37-2021-00050379-CU-OE-CTL (class
22 certification granted on April 12, 2024 for non-exempt restaurant employees’ on issues of expense
23 reimbursement, unpaid wages for off-the-clock work, meal violations, inaccurate wage statements
24 and waiting time penalties); *Bonello v. Laboratory Express, Inc.*, San Bernardino Superior Court,
25 Case No. CIVDS1714584 (class certification granted on May 14, 2021 for all current and former
26 couriers misclassified as independent contractors on issues of inaccurate wage statements, failure to
27 reimburse business expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*,

1 Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17, 2020
2 for all current and former non-exempt workers' on issues of rounding, meal period, and rest period
3 claims); *Gamboa v. Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class
4 certification granted on September 16, 2019, for factory workers on issues of rounding, automatic
5 deduction of first meal period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive*
6 *Garden*, United States District Court Central District of California, Case No. EDCV-12-0715-JLQ
7 (class certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*,
8 Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest
9 break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County
10 Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for
11 non-exempt employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento
12 County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal
13 period, rest break, and expense reimbursement claims for non-exempt employees); *Nguyen v.*
14 *Pharmerica*, Orange County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid
15 wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County
16 Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call
17 center employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court,
18 Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital
19 workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No. BC528860
20 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien et*
21 *al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC
22 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime*
23 *Healthcare*, Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime
24 claims for failure to include shift premiums in regular rate of pay and failure to provide meal and
25 rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California,
26 Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal
27 periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange
28

1 County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to
2 factory workers due to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles
3 Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket
4 workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to
5 provide meal and rest periods to supermarket workers); *Gregg v. Belo*, Riverside Superior Court,
6 Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification of
7 newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange
8 County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar
9 positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure
10 to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et.*
11 *al.*, Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal
12 and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to
13 provide meal periods and reimburse expenses of therapists).

14 23. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he
15 received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University
16 of California at Berkeley in 1997.

17 24. After graduation from law school in 2001, the same year in which Mr. Wong took
18 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
19 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in
20 the employment department at Paul Hastings, he was involved in numerous wage and hour class
21 action lawsuits and other employment related matters.

22 25. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused
23 his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong
24 represented and obtained successful outcomes for his clients, including awards through arbitration
25 and trial.

26 26. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial
27 Lawyers Association, and California Employment Lawyers Association.

27. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014, 2015, and 2018. Mr. Wong currently bills at a rate of \$950 per hour.

28. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's List. He received a Bachelor's of Science in Business Administration from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

29. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000 employees with their employment claims, many of which included wage and hour claims. He has been appointed class counsel in approximately 100 cases and is currently litigating over 150 employment wage and hour class action cases.

30. Mr. Haque authored a book on employment litigation strategies with West Publishing and has been invited to speak on class action and wage and hour issues on numerous occasions. He has spoken at seminars by the State Bar of California, California Employment Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to 2021. Mr. Haque currently bills at a rate of \$950 an hour.

1 31. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to
2 the California Bar in December of 2011, and received her J.D. from Santa Clara University School
3 of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her
4 career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on
5 class action appeals, class certification motions, and class settlements. She was chosen by Law and
6 Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers
7 under 40 in Southern California in 2018-2021. Ms. Campbell currently bills at \$800 an hour.

8 32. Ali S. Carlsen is a Senior Attorney at Aegis Law Firm. Ms. Carlsen was admitted
9 to the California Bar in June of 2013. She received her J.D. from Golden Gate University School
10 of Law and her B.S. from California State University, East Bay. Prior to joining Aegis Law Firm,
11 Ms. Carlsen worked at Magarian & DiMercurio, APLC, where she primarily handled employment
12 litigation matters representing both employers and employees, including matters involving wage
13 and hour issues, harassment and discrimination, and wrongful termination. She was chosen by
14 Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of
15 lawyers under 40 in Southern California from 2017-2022.

16 33. I am a Senior Associate at Aegis Law Firm. I was admitted to the California Bar in
17 December of 2019. I received my J.D. from Chapman University Dale E. Fowler School of Law
18 where I graduated cum laude. While in law school, I was a recipient of numerous honors, including
19 Merit Scholarships and CALI Awards, and externed for Judge Di Cesare of the Orange County
20 Superior Court. I received my B.A. from the University of California, Davis. I have been with
21 Aegis Law Firm since 2020, where I have primarily represented plaintiffs in wage and hour class
22 and representative actions. My experience includes successful work on class certification motions,
23 summary judgment motions, and class settlements. I currently bill at \$625 an hour.

24 34. Namrata Kaur is a former associate attorney at Aegis Law Firm, PC. Ms. Kaur was
25 admitted to the California Bar in August of 2021. Ms. Kaur worked exclusively on wage and hour
26 class and representative action litigation at Aegis. Prior to Aegis Law Firm, her experience
27
28

1 included plaintiff and defense-side employment law litigation. Ms. Kaur billed a rate of \$525 an
2 hour.

3 35. In litigating this case, my office spent \$14,210.80 in litigation costs, such as filing
4 fees, expert fees, and mediation fees.

5 36. My firm spent over 162.7 hours working on this case, for a lodestar of at least
6 \$112,575.00 in fees. The chart below shows the calculation of hours spent by each of Aegis' attorneys
7 on this case:

Attorney	Hours	Hourly Rate	Total
Kashif Haque	40.3	\$950.00	\$38,285.00
Jessica Campbell	24.8	\$800.00	\$19,840.00
Ali Carlsen	8.4	\$750.00	\$6,300.00
Kristy R. Connolly	13.2	\$625.00	\$8,250.00
Namrata Kaur	76	\$525.00	\$39,900.00
Total	162.7		\$112,575.00

8
9
10
11
12
13 37. Plaintiffs have agreed to a fee-split agreement with their counsel as follows: 75% to
14 Aegis Law Firm, PC and 25% to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

15 38. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed settlement
16 agreement between the Parties, entitled the Private Attorneys General Act Settlement Agreement and
17 Limited Release. **Exhibit A** attached thereto is the notice to be mailed to the aggrieved employees.

18 39. Attached hereto as **Exhibit 2** is a true and correct copy of the letter Plaintiff Keys sent
19 to the LWDA and Defendants on February 20, 2022.

20 40. Attached hereto as **Exhibit 3** is a true and correct copy of the amended letter Plaintiff
21 Keys sent to the LWDA and Defendants on March 30, 2022.

22 41. Attached hereto as **Exhibit 4** is a true and correct copy of the amended letter Plaintiffs
23 sent to the LWDA and Defendants on December 5, 2024.

24 42. Plaintiff provided notice of the Settlement to the LWDA and served a copy of the
25 motion on the LWDA. Attached hereto as **Exhibit 5** is a true and correct copy of the confirmation
26 email I received after submitting the proposed settlement and Motion for Approval to the LWDA.

43. Attached hereto as **Exhibit 6** is a true and correct copy of my firm's cost journal for actual costs expended on this case.

44. Attached hereto as **Exhibit 7** is a true and correct copy of my firm's lodestar analysis for time spent incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 21, 2025, in Irvine, California.


Kristy R. Connolly

EXHIBIT 1

1 DAVID J. DOW, Bar No. 179407
ddow@littler.com
2 LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
3 San Diego, California 92101.3577
Telephone: 619.232.0441
4 Fax No.: 619.232.4302

5 Attorneys for Defendant
6 USA WASTE OF CALIFORNIA, INC.

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

10
11 MAURICE KEYS on behalf of himself and on
behalf of all persons similarly situated,

12 Plaintiff,

13 v.

14 PEOPLESCOUT MSP, LLC; TRUEBLUE, INC.;
15 STAFFING NETWORK HOLDINGS, L.L.C.;
16 WWELS, INC.; and DOES 1 through 20,
inclusive,

17 Defendants.

Case No. 30-2022-01244825-CU-OE-CXC

**JOINT STIPULATION OF PAGA
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

ASSIGNED FOR ALL PURPOSES TO
JUDGE Randall J. Sherman

18
19 Complaint Filed: February 10, 2022
20 Trial Date: None Set

1 **JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE**

2 This Joint Stipulation of PAGA Representative Action Settlement and Release states the
3 proposed terms of the Private Attorneys General Act (“PAGA”) settlement of the above-entitled
4 action. The terms stated below are agreed to and binding on Plaintiffs Jose Juan Noyola and Maurice
5 Keys (“Plaintiffs”) and Defendants USA Waste of California, Inc. (“USA Waste”) and Staffing
6 Network Holdings, L.L.C. (“Staffing Network”) (collectively, “Defendants”). Once approved by the
7 Court, the Settlement shall be binding under the terms stated herein on Plaintiffs, Defendants, the
8 PAGA Aggrieved Employees (as defined below) and the state of California.

9 **SUMMARY OF THE SETTLEMENT**

10 The Parties herein, as stated in more detail in the terms and definitions below, have agreed to
11 settle on a representative basis all PAGA claims asserted by Plaintiffs for various alleged violations
12 of the California Labor Code. The PAGA Aggrieved Employees consists of all non-exempt employees
13 employed by Staffing Network Holdings, LLC who were assigned by Staffing Network Holdings,
14 LLC to work at USA Waste of California, Inc.’s Orange MRF located in Orange, California at any
15 time between March 10, 2021 through June 25, 2024. The Parties participated in mediation for this
16 case on April 26, 2024, with Steven Serratore. The Parties ultimately accepted a mediator’s proposal
17 and agreed that all PAGA claims alleged herein, as defined below, as well as any and all claims
18 Plaintiff Maurice Keys has in connection with his wrongful termination and discrimination claims
19 against Defendants, would be settled for the maximum amount of Four Hundred Ten Thousand Dollars
20 (\$410,000.00), with no portion of the settlement reverting back to Defendants.

21 **DEFINITIONS**

22 1. The following definitions are applicable to this Settlement, in addition to other terms
23 defined elsewhere in the Settlement:

24 a. “Action” shall mean the following lawsuit: *Keys v. USA Waste of California,*
25 *Inc., et al.*, Orange County Superior Court Case No. 30-2022-01244825-CU-OE-CXC, including the
26 original and any amended Complaint described herein.

27 b. “Attorneys’ Costs” means reasonable attorneys’ costs approved by the Court
28 for PAGA Counsel’s litigation and resolution of the Action incurred and to be incurred by PAGA

4884-4348-2317.5 / 046554-1466

1 Counsel in the Action up to, but estimated not to exceed, Forty Thousand Dollars (\$40,000).
2 Attorneys' Costs shall be paid to PAGA Counsel. The Attorneys' Costs shall only be paid from the
3 Gross Settlement Amount. If costs exceed this amount, PAGA Counsel shall apply to the Court for
4 reimbursement for the additional costs.

5 c. "Attorneys' Fees" means the attorneys' fees agreed upon by the Parties herein
6 and approved by the Court for PAGA Counsel's litigation and resolution of the Action up to, but not
7 to exceed, one-third (1/3) of the Gross Settlement Amount. Attorneys' Fees shall only be paid to
8 PAGA Counsel from the Gross Settlement Amount.

9 d. "The Court" shall mean the Orange County Superior Court, Hon. Randall J.
10 Sherman, or such other Orange County Superior Court Judge as may be assigned to hear this matter.

11 e. "Defendants" shall mean Staffing Network Holdings, L.L.C. ("Staffing
12 Network") and USA Waste of California, Inc. ("USA Waste").

13 f. "Effective Date" shall be sixty-one (61) calendar days from the date of service
14 of a Notice of entry of an Order Granting Approval of the Settlement and Entering Judgment described
15 below. However, if an appeal is filed within sixty (60) days of service of Notice of an Order Granting
16 Approval of the Settlement and Entering Judgment, then the Effective Date shall be the latest of: (i)
17 the date of final affirmance of the Order Granting Approval and Entering Judgment; (ii) the date of
18 final dismissal of any appeal from the Order Granting Approval of the Settlement and Entering
19 Judgment or the final dismissal of any proceeding to review the Order Granting Approval and Entering
20 Judgment that has the effect of confirming the Order Granting Approval and Entering Judgment with
21 no avenue for additional appeal or review available.

22 g. "Gross Settlement Amount" (or "GSA") shall mean the maximum non-
23 reversionary amount of Four Hundred Ten Thousand Dollars (\$410,000.00) payable by Defendants as
24 provided for by this Agreement. Defendant Staffing Network shall pay Three Hundred Twenty
25 Thousand Dollars (\$320,000.00) of the Gross Settlement Amount, and Defendant USA Waste shall
26 pay Ninety Thousand Dollars (\$90,000.00) of the Gross Settlement Amount.

27 h. "Individual Settlement Payment" means the amount each PAGA Aggrieved
28 Employee shall be entitled to receive pursuant to the Settlement. This payment will include

4884-4348-2317.5 / 046554-1466

1 compensation pursuant to the terms of this Agreement for all Pay Periods worked during the PAGA
2 Period.

3 i. “Named Plaintiffs” and “Plaintiffs” shall mean Plaintiffs Jose Juan Noyola and
4 Maurice Keys.

5 j. “Named Plaintiff Service Award” shall mean an award up to, but not to exceed,
6 Ten Thousand Dollars (\$10,000) each to Plaintiffs Jose Juan Noyola and Maurice Keys, in recognition
7 of their efforts and work in prosecuting the Action on behalf of the state of California and PAGA
8 Aggrieved Employees and risks undertaken for the payment of costs in the event of loss. The Named
9 Plaintiff Service Awards shall be paid from the Gross Settlement Amount.

10 k. “Net PAGA Penalties” shall mean the Gross Settlement Amount less (a) the
11 Named Plaintiff Service Awards, (b) Settlement Administration Costs, (c) Attorneys’ Fees, and (d)
12 Attorneys’ Costs.

13 l. “Notice Packet” shall mean the Notice of PAGA Action Settlement
14 substantially in the form attached as **Exhibit A** and which shall be provided to PAGA Aggrieved
15 Employees along with their Individual Settlement Payment.

16 m. “PAGA” shall mean the Private Attorneys General Act of 2004, California
17 Labor Code section 2698, *et seq.*

18 n. “PAGA Aggrieved Employees” for purposes of this Settlement shall be defined
19 as: All non-exempt employees employed by Staffing Network Holdings, LLC who were assigned by
20 Staffing Network Holdings, LLC to work at USA Waste of California, Inc.’s Orange MRF located in
21 Orange, California at any time between March 10, 2021, through June 25, 2024.

22 o. “PAGA Counsel” shall mean Norman B. Blumenthal, Kyle Nordrehaug,
23 Aparajit Bhowmik and Nicholas J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP
24 and Samuel A. Wong, Kashif Haque and Jessica L. Campbell of Aegis Law Firm, PC.

25 p. “PAGA Period” shall mean the time period from March 10, 2021 through June
26 25, 2024.

27 q. “PAGA Pay Period(s)” means any pay period in which a PAGA Aggrieved
28 Employee worked at least one day in that pay period during the PAGA Period, excepting those

4884-4348-2317.5 / 046554-1466

1 dates/times taken for vacations and leaves of absences.

2 r. "Parties" shall mean collectively, Plaintiffs and Defendants.

3 s. "Released PAGA Claims" means all PAGA claims against the Released Parties
4 arising during the PAGA Period and alleged in the operative Complaint(s) and/or Plaintiffs' letters to
5 the LWDA, or which could have been alleged based on the facts pled in the operative Complaint(s)
6 and/or letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged
7 failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged
8 failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate
9 of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide
10 meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide
11 rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide
12 complete and accurate wage statements, (viii) the alleged failure to timely pay wages during
13 employment, (ix) the alleged failure to timely pay all wages owed to employees who quit or are
14 terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to
15 maintain accurate time and payroll records, (xii) the alleged failure to pay reporting time and call-back
16 pay, (xiii) the alleged failure to provide seating, and (xiv) the alleged violations of California Labor
17 Code section 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.3, 226.7, 227.3, 351, 510, 512, 558, 1174,
18 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2802, and the applicable Wage
19 Order(s), including Sections 5 and 14 thereof.

20 t. "Released Parties" means Staffing Network Holdings, LLC, USA Waste of
21 California, Inc. and their past, present, and future parents, subsidiaries, sister companies, and divisions,
22 and their respective past, present, and future officers, directors, employees, partners, shareholders,
23 owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons
24 or entities who may acquire them in the future), assigns, representatives, heirs, executors, and
25 administrators and all other persons acting by, through, under or in concert with them that could be
26 liable the Released PAGA Claims.

27 u. "Settlement" or "Agreement" or "Settlement Agreement" shall mean this Joint
28 Stipulation of PAGA Representative Action Settlement and Release.

4884-4348-2317.5 / 046554-1466

v. “Settlement Administration Costs” means the costs allocated from the Gross Settlement Amount to pay for administration of the settlement, as described in this Agreement, including required tax reporting to the appropriate governmental entities in connection with the Individual Settlement Payments (as defined below), issuing of 1099 Forms, address updates through the National Change of Address database (prior to the mailing of the Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable, calculating and distributing the Individual Settlement Payments, weekly status reports and providing all reports and declarations deemed necessary by the Parties and the Court in an amount not to exceed \$6,250.00.

w. “Settlement Administrator” means Phoenix Settlement Administrators or any other third-party PAGA action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

SUMMARY OF THE LITIGATION AND SETTLEMENT

2. On June 2, 2022, Plaintiff Jose Juan Noyola filed a PAGA representative lawsuit against Staffing Network Holdings, L.L.C. and Waste Management National Services, Inc., entitled *Noyola v. Staffing Networks Holdings, L.L.C., et al.*, Orange County Superior Court Case No. 30-2022-01262771-CU-OE-CXC, seeking PAGA penalties on claims for alleged Labor Code violations premised on: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure to timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to maintain accurate time and payroll records, (xii) the alleged failure to pay reporting time and call-back pay, (xiii) the alleged failure to provide seating, and (xiv) the alleged violations of California Labor Code section 201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.3, 226.7, 227.3, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2802, and the applicable

4884-4348-2317.5 / 046554-1466

1 Wasge Order(s), including Sections 5 and 14 thereof.

2 3. On September 27, 2022, the Parties entered into a Stipulation to stay Case No. 2022-
3 01262771-CU-OE-CXC pending resolution of Plaintiff's individual PAGA claim in arbitration.

4 4. On February 10, 2022, Plaintiff Maurice Keys filed a Class Action Complaint, entitled
5 *Maurice Keys v. PeopleScout MSP, LLC. et. al.*, Orange County Superior Court Case No. 30-2022-
6 01244825-CU-OE-CXC, against PeopleScout MSP, LLC, TrueBlue, Inc., Staffing Network Holdings,
7 L.L.C and WWELS, Inc. alleging class claims for: (1) failure to pay minimum wages, (2) failure to
8 pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) failure
9 to provide complete and accurate wage statements, (6) failure to pay all wages owed at separation of
10 employment and (7) unfair business practices. On March 30, 2022, Plaintiff Keys filed an Amended
11 to Complaint naming Waste Management National Service, Inc. as Doe Defendant 1.

12 5. On June 9, 2022, Plaintiff Keys filed an Amended Complaint in Case No. 30-2022-
13 01244825-CU-OE-CXC adding a cause of action for PAGA penalties.

14 6. On December 28, 2022, Plaintiff Keys filed a Second Amended Complaint in Case No.
15 30-2022-01244825-CU-OE-CXC, naming Waste Management National Service, Inc. and Staffing
16 Network Holdings, L.L.C and alleging class and PAGA claims for: (1) failure to pay minimum wages,
17 (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest periods,
18 (5) failure to provide complete and accurate wage statements, (6) failure to pay all wages owed at
19 separation of employment, (7) unfair business practices and (7) PAGA penalties.

20 7. On January 19, 2023, the Court granted Defendants' motion to dismiss Plaintiff's class
21 claims, compel Plaintiff's individual PAGA claims to arbitration and stay Plaintiff's representative
22 PAGA claims pending completion of arbitration.

23 8. The Parties conducted extensive informal discovery in the Action and Case No. 30-
24 2022-01244825-CU-OE-CXC, including the production of allegedly aggrieved employees' time and
25 payroll records and Defendants' wage and hour policies. The Parties recognize the issues in the Action
26 would likely only be resolved with further extensive and costly proceedings; recognize that further
27 litigation shall cause inconvenience, distraction, disruption, delay and expense disproportionate to the
28 potential benefits of litigation; and recognize the risk and uncertainty of the outcome inherent in any

4884-4348-2317.5 / 046554-1466

1 litigation. Based on their own independent investigation and evaluation, PAGA Counsel is of the
2 opinion that the Settlement with Defendants for the consideration and on the terms of this Settlement
3 is fair, reasonable, and adequate and is in the best interest of the state of California and the PAGA
4 Aggrieved Employees in light of all known facts and circumstances, including the risk of significant
5 delay and defenses asserted by Defendants. While Defendants specifically deny all liability in the
6 Action, they have agreed to enter into this Settlement to avoid the cost and business disruption
7 associated with further defense of the Action.

8 9. The Parties participated in a mediation of this case on April 26, 2024 with Steven
9 Serratore. Following the mediation session Mr. Serratore provided the Parties with a mediator's
10 proposal to fully, finally, and forever compromise and settle all claims asserted in the Action for the
11 Gross Settlement Amount. The Parties ultimately accepted the terms of the mediator's proposal.,
12 including any and all claims Plaintiff Maurice Keys has in connection with his wrongful termination
13 and discrimination claims against Defendants.

14 **TERMS OF THE PAGA SETTLEMENT**

15 10. Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount to
16 completely resolve the Action as described in Paragraph 1(g). Under no circumstances shall
17 Defendants be obligated to pay any more than their portion of the Gross Settlement Amount for the
18 complete resolution of the Action.

19 11. Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and
20 subject to the approval of the Court, the Parties agree to the following allocations:

21 a. Named Plaintiff Service Awards. Plaintiffs shall be paid a Named Plaintiff
22 Service Award of up to \$10,000 each, in recognition of their efforts and work in prosecuting the Action
23 on behalf of the state of California and PAGA Aggrieved Employees and risks undertaken for the
24 payment of costs in the event of loss. The Named Plaintiff Service Awards shall be paid in addition
25 to Plaintiffs' Individual Settlement Payments. Plaintiffs shall be solely and legally responsible to pay
26 any and all applicable taxes on his Named Plaintiff Service Award. Any portion of the Named Plaintiff
27 Service Award not awarded to Named Plaintiffs shall be allocated to the Net PAGA Penalties.

28 b. Settlement Administration Costs. The Settlement Administrator shall be paid

4884-4348-2317.5 / 046554-1466

1 “Settlement Administration Costs” in an amount not to exceed Six Thousand Two Hundred Fifty
2 Dollars (\$6,250.00).

3 c. Attorneys’ Fees. PAGA Counsel shall be paid an Attorneys’ Fees of up to one-
4 third of the Gross Settlement Amount (which is currently \$136,666.67). The payment of the Attorneys’
5 Fees shall be made as follows: 75% to Aegis Law Firm, PC and 25% to Blumenthal Nordrehaug
6 Bhowmik De Blouw LLP

7 d. Attorneys’ Costs. PAGA Counsel shall be paid an award for reimbursement of
8 their Attorneys’ Costs in an amount of up to Forty Thousand Dollars (\$40,000). The Payment of
9 Attorneys’ Costs shall be made to the firm that incurred the expenses;

10 12. Allocation of the Net PAGA Penalties. Any portion of the Named Plaintiff Service
11 Awards, the Settlement Administration Costs, the Attorneys’ Fees Award and/or the Attorneys’ Costs
12 not approved by the Court shall be added to the Net PAGA Penalties. No portion of the PAGA
13 Penalties shall revert to or be retained by Defendant under any circumstance. The Net PAGA Penalties
14 shall be allocated as follows:

15 a. Payment to the LWDA. 75% of the Net PAGA Penalties shall be paid to the LWDA.

16 b. PAGA Aggrieved Employee Payments. 25% of the Net PAGA Penalties shall be paid
17 to the PAGA Aggrieved Employees as their Individual Settlement Payment. Each
18 PAGA Aggrieved Employee will receive a proportionate share of the amount of Net
19 PAGA Penalties allocated to PAGA Aggrieved Employees that is equal to (i) the
20 number of Pay Periods he/she worked during the PAGA Period divided by (ii) the total
21 number of Pay Periods worked by all PAGA Aggrieved Employees during the PAGA
22 Period.

23 13. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit
24 plan, the PAGA Aggrieved Employee Payments, as well as any other payments made pursuant to this
25 Settlement, shall not be construed as compensation for, nor utilized to calculate, any additional benefits
26 under any benefit plans to which any PAGA Aggrieved Employee may otherwise be eligible,
27 including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
28 vacation plans, sick leave plans, PTO plans, and any other benefit plan of Defendants or pursuant to

4884-4348-2317.5 / 046554-1466

any Collective Bargaining Agreement. Unless otherwise required by any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to which any PAGA Aggrieved Employee may be entitled under any benefit plans.

AMENDEDMENT TO THE COMPLAINT

14. Amended Complaint and Dismissal of Case No. 30-2022-01262771-CU-OE-CXC: Following execution of this Agreement, Plaintiffs shall file an Amended Representative Action Complaint in the Action adding Jose Juan Noyola as a named Plaintiff and naming only USA Waste of California, Inc. and Staffing Network Holdings, L.L.C. as Defendants. Plaintiff Noyola shall thereafter promptly file a Request for Dismissal without prejudice of Case No. 30-2022-01262771-CU-OE-CXC in its entirety.

APPROVAL OF THE SETTLEMENT

15. Approval Motion: Within fifteen business (15) business days of Execution of this Agreement, Plaintiffs shall file a Motion for Approval of the PAGA Representative Action Settlement which requests the following: (i) approval of the Settlement, (ii) approval of the Named Plaintiff Service Awards; (iii) approval of the Attorneys' Fees; (iv) approval of the Attorneys' Costs; (v) approval of the Settlement Administration Costs; (vi) approval of the payments to the LWDA and PAGA Aggrieved Employees, (vii) approval as to form and content of the proposed Notice Packet; (viii) approval of a schedule for mailing the Notice Packet and Individual Settlement Payments to the PAGA Aggrieved Employees and (ix) entry of judgment on the settlement. PAGA Counsel will provide counsel for Defendants with a draft of the motion for approval of the Settlement at least seven (7) calendar days before it is filed with the Court for Defendants' review and input. Defendants shall not oppose the motion for approval of the Settlement and may, in its sole option, file a declaration of non-opposition. Concurrently with the filing of the motion for approval of the Settlement, PAGA Counsel shall submit a copy of this Agreement to the LWDA and provide proof of said submission to the Court and counsel for Defendants. After entry of judgment, the Court shall have continuing jurisdiction over the Settlement as required by law, including: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

4884-4348-2317.5 / 046554-1466

SETTLEMENT ADMINISTRATION

16. No Effective Date. If there is no Effective Date: (i) the Settlement Agreement shall have no force and effect and no Party shall be bound by any of its terms; (ii) Defendants shall have no obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and (iv) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto shall be protected as privileged settlement communications and shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the date of execution of the Settlement Agreement. In such event, the Parties shall work cooperatively to request a conference with the Court in which to attempt to resolve any issues that the Court has raised regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate their intent to resume the Action.

17. Settlement Administrator. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

18. PAGA Aggrieved Employee Data. Within fourteen (14) days of the Effective Date, Defendants shall provide to the Settlement Administrator for each identifiable PAGA Aggrieved Employee the following information: name, address, social security number, telephone number, and the number of Pay Periods worked during the PAGA Period based on their business and payroll records ("PAGA Aggrieved Employee Data"). The PAGA Aggrieved Employee Data shall remain confidential. The Settlement Administrator shall only use this information to facilitate notice, administration of the Settlement, and for distribution of payments to PAGA Aggrieved Employees. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

19. Duty to Protect PAGA Aggrieved Employee Data. The Settlement Administrator shall represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards for the PAGA Aggrieved Employee Data that it receives from Defendants; (ii) not disclose the PAGA Aggrieved Employee Data to PAGA Counsel, Named Plaintiffs, any party or third

4884-4348-2317.5 / 046554-1466

1 parties, including agents or subcontractors, without Defendants' consent and keep the PAGA
2 Aggrieved Employee Data confidential; (iii) not disclose or otherwise use the PAGA Aggrieved
3 Employee Data other than to carry out its duties as set forth herein; and (iv) promptly provide
4 Defendants with notice if it becomes aware that the PAGA Aggrieved Employee Data becomes subject
5 to unauthorized access, use, or disclosure.

6 20. Confirmation of Contact Information in the PAGA Aggrieved Employee Data.
7 Following receipt of the PAGA Aggrieved Employee Data from Defendants, and prior to mailing, the
8 Settlement Administrator shall perform a search of the National Change of Address Database to update
9 and correct stale PAGA Aggrieved Employee addresses. If any Notice Packet is returned to the
10 Settlement Administrator as non-deliverable on or before the Response Deadline, within three days of
11 its receipt, the Settlement Administrator shall send it promptly via regular First-Class U.S. Mail to the
12 forwarding address affixed thereto, and the Settlement Administrator shall indicate the date of such
13 re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator
14 shall promptly attempt to determine the correct address by using a skip-trace, or other search using the
15 name, address and/or social security number of the PAGA Aggrieved Employee involved, and shall,
16 within three days of learning the correct address, re-mail the Notice Packet. Should a Notice Packet
17 associated with a currently employed PAGA Aggrieved Employee be returned to the Administrator,
18 it shall immediately inform Defendants to obtain a more current mailing address for that PAGA
19 Aggrieved Employee to re-mail the Notice Packet.

20 21. Funding of the Settlement. Defendants shall transmit the Gross Settlement Amount to
21 the Administrator within fourteen (14) days following the Effective Date of the Settlement. The
22 Administrator shall deposit the Gross Settlement Amount into a Qualified Settlement Account, from
23 which the Settlement Administrator will have the authority to distribute money in accordance with the
24 terms of this Settlement Agreement.

25 22. Distribution and Timing of Payments. Within ten (10) business days following receipt
26 of the Gross Settlement Amount the Settlement Administrator shall issue payments to: (i) PAGA
27 Aggrieved Employees, (ii) the LWDA, (iii) Named Plaintiffs, and (iv) PAGA Counsel. The
28 Settlement Administrator shall also issue a payment to itself for the Court-approved amount for its

4884-4348-2317.5 / 046554-1466

1 services.

2 23. Notice by First-Class U.S. Mail. Within ten (10) business days following Defendants'
3 provision of the PAGA Aggrieved Employee Data to the Settlement Administrator, the Administrator
4 shall mail the individualized Notice Packet by First Class U.S. Mail together with the Individual
5 Settlement Payments. The Notice Packet shall be provided in both English and Spanish.

6 24. Un-cashed Settlement Checks. Settlement checks shall remain valid for a period of
7 one hundred eighty (180) calendar days after mailing, at which time the checks shall become null and
8 void. Thirty (30) days following the mailing of the Individual Settlement Payment checks, the
9 Administrator shall mail a postcard to each PAGA Aggrieved Employee whose check is uncashed to
10 remind them of the void date. Any funds represented by Individual Settlement Payment checks
11 remaining un-cashed for more than 180 calendar days after issuance shall be delivered to Legal Aid at
12 Work, which is a 501(c)(3) non-profit legal services organization that assists low-income working
13 families. PAGA Aggrieved Employees who fail to cash their checks within the 180-day period shall
14 remain bound by the Settlement as set forth herein. The Parties and their counsel represent and warrant
15 that they have no financial interest in, or involvement with, the selected *cy pres* beneficiary such that
16 there would be a conflict of interest,

17 25. Administration of Taxes by the Settlement Administrator. The Settlement
18 Administrator shall be responsible for issuing to Named Plaintiffs, PAGA Aggrieved Employees and
19 PAGA Counsel any 1099, or other tax forms as may be required by law for all amounts paid pursuant
20 to this Settlement.

21 26. Settlement Administrator Final Report. By no later than ten (10) calendar days
22 following the deadline for Aggrieved Employees to cash their Individual Settlement Payments, the
23 Settlement Administrator shall provide counsel for both Parties with a declaration of due diligence
24 setting forth its compliance with its obligations in disbursing funds from the Gross Settlement Amount,
25 including a statement of the number and dollar value of checks for Individual Settlement Payments
26 cashed and the number and dollar value of checks for Individual Settlement Payments that were not
27 cashed.

28 27. Escalator Clause. It is estimated that there are approximately 11,200 Pay Periods
4884-4348-2317.5 / 046554-1466

1 worked by PAGA Aggrieved Employees during the PAGA Period. If the Pay Period number is
2 ultimately greater than 110% of that estimate (12,320), the Gross Settlement Amount will be increased
3 on a pro rata basis for each Pay Period above 12,320. Alternatively, Defendants may, in their sole
4 discretion, cut off the release period as of the date 12,320 Pay Periods are reached.

5 **TAX TREATMENT OF SETTLEMENT AMOUNTS**

6 28. Tax Treatment of Individual Settlement Payments. The Parties have agreed to allocate
7 100% of the Individual Settlement Payments as penalties for which IRS 1099 Forms shall be issued.

8 29. PAGA Member and Plaintiff Responsibility for Taxes. PAGA Aggrieved Employees
9 are responsible to pay appropriate taxes due on the Individual Settlement Payments they receive, and
10 Named Plaintiffs are responsible for paying the appropriate taxes due on the Named Plaintiff Service
11 Payments. All Individual Settlement Payments shall be deemed paid to such PAGA Aggrieved
12 Employees solely in the year in which such payments are issued. Counsel does not purport this
13 communication to constitute tax or legal advice. If this Settlement, or any of its attachments, is
14 interpreted to contain or constitute advice regarding any federal or state tax issue, such advice is not
15 intended or written to be used, and cannot be used, by any person to avoid penalties under the federal
16 Internal Revenue Code or any state tax code. The Notice of PAGA Representative Action Settlement
17 will advise PAGA Aggrieved Employees that they shall be solely responsible for the payment of any
18 taxes and penalties assessed on their respective Individual Settlement Payments.

19 30. PAGA Counsel shall be issued an IRS Form 1099 for any fees and costs awarded by
20 the Court.

21 **RELEASE BY THE AGGRIEVED EMPLOYEES**

22 31. Release of Claims. As of the Effective Date, Plaintiffs, the state of California, the
23 LWDA and all PAGA Aggrieved Employees (on behalf of each of them and each of their heirs,
24 executors, administrators, and assigns) irrevocably and unconditionally fully release and forever
25 discharge the Released Parties from any and all Released Claims that accrued during the PAGA Period
26 as set forth herein.

27 32. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
28 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS

4884-4348-2317.5 / 046554-1466

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

22 33. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
23 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
25 of action or right herein released and discharged.

26 **ADDITIONAL TERMS**

27 34. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
28

4884-4348-2317.5 / 046554-1466

1 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
2 Any Exhibits to this Settlement are an integral part of the Settlement.

3 35. No Publicity. Plaintiffs and PAGA Counsel agree not to publicize the settlement,
4 including in communications with the press; however, nothing in this Agreement shall prevent
5 Plaintiffs and PAGA Counsel from engaging in direct communications with PAGA Aggrieved
6 Employees about the Settlement, and nothing in this Agreement shall prevent PAGA Counsel from
7 identifying the Settlement on their websites, so long as PAGA Counsel does not mention Defendants
8 by name. PAGA Counsel is further permitted to discuss the Settlement, including Defendants' names,
9 the case number, etc. in future Court declarations and in such communications as are reasonably
10 necessary for purposes of meeting their responsibilities as PAGA Counsel.

11 36. Entire Agreement. This Settlement and attached Exhibits constitute the entirety of the
12 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
13 deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625
14 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
15 be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
16 the Parties agree that no such extrinsic oral or written representations or terms shall modify, vary or
17 contradict the terms of this Settlement.

18 37. Amendment or Modification. No amendment, change, or modification to this
19 Settlement shall be valid unless in writing and signed, either by the Parties or their counsel.

20 38. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent
21 they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to
22 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
23 to effectuate its terms and to execute any other documents required to effectuate the terms of this
24 Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to
25 affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form
26 or content of any document needed to implement the Settlement, or on any supplemental provisions
27 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
28 assistance of the Court to resolve such disagreement.

4884-4348-2317.5 / 046554-1466

1 39. Binding on Successors and Assigns. This Settlement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 40. California Law Governs. All terms of this Settlement and Exhibits hereto shall be
4 governed by and interpreted according to the laws of the State of California.

5 41. Execution and Counterparts. This Settlement is subject only to the execution of all
6 Parties. However, the Settlement may be executed in one or more counterparts and by DocuSign. All
7 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
8 shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange
9 among themselves original signed counterparts.

10 42. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
12 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
13 account all relevant factors, present and potential. The Parties further acknowledge that they are each
14 represented by competent counsel and that they have had an opportunity to consult with their counsel
15 regarding the fairness and reasonableness of this Settlement.

16 43. Acknowledgement of Future Legislation. Each Party recognizes that legislation could
17 affect the outcome of the Action. The Parties, nevertheless, enter into this settlement to avoid risk of
18 loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

19 44. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid,
20 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent
21 with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

22 45. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
23 Plaintiffs or PAGA Counsel may appeal any reduction to the Attorneys' Fees or the Attorneys' Costs
24 below the amounts they request from the Court, and either party may appeal any court order that
25 materially alters the Settlement terms.

26 46. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
27 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
28 In entering into this Settlement, Defendants and the Released Parties do not admit, and specifically

4884-4348-2317.5 / 046554-1466

1 deny, that Defendants or any Released Parties violated any federal, state, or local law; violated any
2 regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations
3 or legal requirements; breached any contract; violated or breached any duty; engaged in any
4 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
5 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations
6 connected with it, shall be construed as an admission or concession by Defendants (or any Released
7 Parties) of any such violations or failures to comply with any applicable law. Except as necessary in
8 a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions shall
9 not be offered or received as evidence in any action or proceeding to establish any liability or
10 admission on the part of Defendants (or any Released Parties) or to establish the existence of any
11 condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable
12 law.

13 47. Waiver. No waiver of any condition or covenant contained in this Settlement or failure
14 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a
15 further waiver by such Party of the same or any other condition, covenant, right or remedy.

16 48. Enforcement Actions. In the event that one or more of the Parties institutes any legal
17 action or other proceeding against any other Party to enforce the provisions of this Settlement or to
18 declare rights and/or obligations under this Settlement, the successful Party Parties shall be entitled to
19 recover from the unsuccessful Party reasonable attorneys' fees and costs, including reasonable expert
20 witness fees incurred in connection with any enforcement actions.

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

26 50. Representation By Counsel. The Parties acknowledge that they have been represented
27 by counsel throughout all negotiations that preceded the execution of this Settlement, and that this
28 Settlement has been executed with the consent and advice of counsel. Further, Plaintiffs and PAGA

4884-4348-2317.5 / 046554-1466

Counsel warrant and represent that there are no liens on the Settlement. PAGA Counsel also represents that there are no attorneys who have or could have any liens with respect to any aspect of this Settlement, or any funds received by Jose Juan Noyola or Maurice Keys.

51. All Terms Subject to Court Approval. All amounts and procedures described in this Settlement herein shall be subject to Court approval.

52. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement.

53. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and binding on all parties, and agree that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

54. Notices. Unless otherwise specifically provided, all notices, demands or other communications given shall be in writing and shall be deemed to have been duly given by the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Aggrieved Employees:

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
(858) 551-1223

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Aegis Law Firm, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
(949) 379-6250

4884-4348-2317.5 / 046554-1466

To Defendants:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101
Attorneys for USA Waste of California, Inc.

Ronald Z. Gomez
Jenna M. Macek
Korey Richardson LLP
811 Wilshire BLVD., 17th Floor
Los Angeles, CA 90017
(213) 271-2717
Attorneys for Staffing Network Holdings, L.L.C.

AGREED.

PLAINTIFF JOSE JUAN NOYOLA

Dated: 02/07/2025

Jose Noyola
Jose Noyola (Feb 7, 2025 18:17 PST)
Jose Juan Noyola

PLAINTIFF MAURICE KEYS

Dated: _____

Maurice Keys

**DEFENDANT USA WASTE OF CALIFORNIA,
INC.**

Dated: _____

By: _____
NAME: _____
TITLE: _____

**DEFENDANT STAFFING NETWORK
HOLDINGS, L.L.C.**

Dated: _____

By: _____
NAME: _____
TITLE: _____

To Defendants:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101
Attorneys for USA Waste of California, Inc.

Ronald Z. Gomez
Jenna M. Macek
Korey Richardson LLP
811 Wilshire BLVD., 17th Floor
Los Angeles, CA 90017
(213) 271-2717
Attorneys for Staffing Network Holdings, L.L.C.

AGREED.

PLAINTIFF JOSE JUAN NOYOLA

Dated: _____

Jose Juan Noyola

PLAINTIFF MAURICE KEYS

Dated: 12/19/2024 | 7:41 PM PST

DocuSigned by:
Maurice Keys

Maurice Keys

DEFENDANT USA WASTE OF CALIFORNIA, INC.

Dated: 1/8/2025

By: *Michael Hammer*

NAME: Michael Hammer
TITLE: President-Southern California Area

DEFENDANT STAFFING NETWORK HOLDINGS, L.L.C.

Dated: _____

By: _____
NAME: _____
TITLE: _____

4884-4348-2317.5 / 046554-1466

To Defendants:

David Dow
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101
Attorneys for USA Waste of California, Inc.

Ronald Z. Gomez
Jenna M. Macek
Korey Richardson LLP
811 Wilshire BLVD., 17th Floor
Los Angeles, CA 90017
(213) 271-2717
Attorneys for Staffing Network Holdings, L.L.C.

AGREED.

PLAINTIFF JOSE JUAN NOYOLA

Dated: _____

Jose Juan Noyola

PLAINTIFF MAURICE KEYS

Dated: _____

Maurice Keys

**DEFENDANT USA WASTE OF CALIFORNIA,
INC.**

Dated: _____

By: _____
NAME: _____
TITLE: _____

**DEFENDANT STAFFING NETWORK
HOLDINGS, L.L.C.**

Dated: 12/23/24

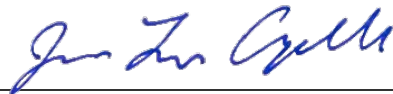
By: 
NAME: Raci Castro
TITLE: President

APPROVED AS TO FORM:

Dated: _____

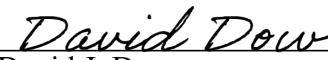
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Blumenthal Nordrehaug Bhowmik De Blouw
LLP
Attorneys for Plaintiff Jose Juan Noyola

Dated: 12/21/2024 _____



Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Aegis Law Firm, PC
Attorneys for Plaintiff Maurice Keys

Dated: 1/3/2025 _____



David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant USA Waste of
California, Inc.

Dated: _____

Ronald Z. Gomez
Jenna M. Macek
Korey Richardson LLP
Attorneys for Defendant Staffing Network
Holdings, L.L.C.

1 **APPROVED AS TO FORM:**

2

3

4 Dated: _____

5 _____
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Blumenthal Nordrehaug Bhowmik De Blouw
LLP
Attorneys for Plaintiff Jose Juan Noyola

6

7

8

9

10

11 Dated: _____

12 _____
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Aegis Law Firm, PC
Attorneys for Plaintiff Maurice Keys

13

14

15

16

17 Dated: _____

18 _____
David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant USA Waste of
California, Inc.

19

20

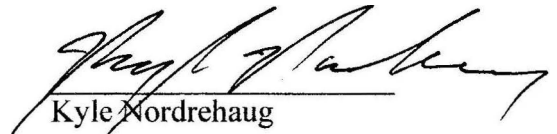
21 Dated: December 23, 2024

22 *Ronald Z. Gomez*

23 _____
Ronald Z. Gomez
Jenna M. Macek
Korey Richardson LLP
Attorneys for Defendant Staffing Network
Holdings, L.L.C.

1 **APPROVED AS TO FORM:**

2
3
4 Dated: 2/11/25



Kyle Nordrehaug

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw
Blumenthal Nordrehaug Bhowmik De Blouw
LLP
Attorneys for Plaintiff Jose Juan Noyola

5
6
7
8
9
10 Dated: _____

Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Aegis Law Firm, PC
Attorneys for Plaintiff Maurice Keys

11
12
13
14
15
16 Dated: _____

David J. Dow
Littler Mendelson, P.C.
Attorneys for Defendant USA Waste of
California, Inc.

17
18
19
20
21 Dated: _____

Ronald Z. Gomez
Jenna M. Macek
Korey Richardson LLP
Attorneys for Defendant Staffing Network
Holdings, L.L.C.

EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from *Keys v. USA Waste of California, Inc., et al.*
Orange County Superior Court Case No. 30-2022-01244825-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Payment”). This check is your payment from the settlement of a lawsuit entitled *Keys v. USA Waste of California, Inc., et al.* (the “Action”), filed in the Superior Court of California for the County of Orange (“Court”). You do not need to take any other action in order to be able to cash your check.

I. NOTICE OF PAGA SETTLEMENT AND PAYMENT

The Court has approved a settlement in the above-referenced action filed by the Plaintiffs Maurice Keys and Jose Juan Noyola, on behalf of themselves and all other aggrieved employees. The case was filed against Defendants Staffing Network Holdings, L.L.C. and USA Waste of California, Inc. (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all Aggrieved Employees, which means all non-exempt employees employed by Staffing Network Holdings, LLC who were assigned by Staffing Network Holdings, LLC to work at USA Waste of California, Inc.’s Orange MRF located in Orange, California at any time between March 10, 2021, through June 25, 2024 (the “PAGA Period”). You have been identified as one of the Aggrieved Employees on whose behalf the case was brought.

The Plaintiffs in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants deny that they did anything wrong or that they owe any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendants agreed to pay \$410,000. The following deductions have been made from the \$410,000 settlement amount:

Attorney’s Fees: \$150,000
Litigation Costs: \$_____
Settlement Administration Costs: \$6,250
Plaintiffs’ Service Awards: \$10,000 each

The remaining funds are referred to as the “Net Settlement Amount.” 75% of this amount (or \$_____) will be paid to the California Labor & Workforce Development Agency (“LWDA”) and the remaining 25% (or \$_____) will be divided pro rata among all Aggrieved Employees based on the number of pay periods worked during the PAGA Period.

II. RELEASE OF PAGA CLAIMS

By way of the settlement, you will be deemed to release the Released Parties from the Released PAGA Claims. The “Released Parties” means Staffing Network Holdings, LLC, USA Waste of California,

Inc. and their past, present, and future parents, subsidiaries, sister companies, and divisions, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable the Released PAGA Claims. The “Released Claims” means all PAGA claims against the Released Parties arising during the PAGA Period and alleged in the operative Complaint(s) and/or Plaintiffs’ letters to the LWDA, or which could have been alleged based on the facts pled in the operative Complaint(s) and/or letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure to timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to maintain accurate time and payroll records, (xii) the alleged failure to pay reporting time and call-back pay, (xiii) the alleged failure to provide seating, and (xiv) the alleged violations of California Labor Code section 201, 202, 203, 204 et seq., 210, 221, 226, 226.3, 226.7, 227.3, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, et. seq., 2802, and the applicable Wage Order(s), including Sections 5 and 14 thereof.

You cannot exclude yourself from the settlement or the release of claims.

Your Individual Settlement Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Payment will be cancelled and the funds will be transmitted to the Legal Aid at Work.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or Plaintiffs’ counsel:

BLUIMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP Norman B. Blumenthal Kyle R. Nordrehaug Aparajit Bhowmik Nicholas J. De Blouw 2255 Calle Clara La Jolla, CA 92037 (858) 551-1223	AEGIS LAW FIRM, PC Samuel A. Wong Kashif Haque Jessica L. Campbell 9811 Irvine Center Drive, Suite 100 Irvine, CA 92618 (949) 379-6250 jcampbell@aegislawfirm.com
---	---

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.

EXHIBIT 2



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

February 10, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Peoplescout
MSP, LLC:
Corporation Service Company
112 North Curry Street
Carson City, NV, 89703

Agent for Service of Process for Trueblue,
Inc.:
Corporation Service Company
300 Deschutes Way SW Ste 208 MC-CSC1,
Tumwater, WA, 98501

Agent for Service of Process for Staffing
Network Holdings, L.L.C.:
National Registered Agents, Inc. (C1941323)
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Agent for Service of Process for WWELS,
Inc.:
1815 S. Meyers Road, Suite 600
Oakbrook Terrace, IL 60181

Re: Maurice Keys v. Peoplescout MSP, LLC, et al.

Dear Labor and Workforce Development Agency; Peoplescout MSP, LLC; Trueblue, Inc.;
Staffing Network Holdings, L.L.C.; WWELS, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Peoplescout MSP, LLC, Trueblue, Inc., Staffing Network Holdings, L.L.C., and WWELS, Inc. (collectively, "Peoplescout") and the facts and theories in support of said allegations. This firm represents Maurice Keys ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Peoplescout under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on behalf of himself and all other aggrieved employees.

Specific Provisions of the California Labor Code Allegedly Violated by Peoplescout

The specific provisions of the Labor Code allegedly violated by Peoplescout and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting the Allegations Against Peoplescout

Claimant and other aggrieved employees worked for Peoplescout as non-exempt employees in California within the past year.

During the past year, Peoplescout failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because Peoplescout required its employees to work during their meal periods, failed to provide meal periods on time, failed to provide coverage for employees to take meal periods, interrupted their meal periods with work, and as a result, the meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Peoplescout violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Additionally, Peoplescout failed to authorize or permit 10 minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required to work through their rest periods, were interrupted during their rest periods to go back to work, were not authorized to take their rest periods, were discouraged from taking their rest periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Peoplescout violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Further, Peoplescout failed to pay Claimant and other aggrieved employees at least the legal minimum wage or the applicable overtime wage for all hours worked (in violation of Labor Code sections 558, 1182.12, 1194, 1194.2, 1197, and 1198) due to Peoplescout's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock without proper pay, rounding time to Peoplescout's advantage, requiring pre-shift and post-shift duties off-the-clock, such as donning and doffing protective equipment, or otherwise requiring employees to work off-the-clock. To the extent such work entitled employees to pay at the legal minimum wage rate or at the overtime rate of pay, Peoplescout failed to pay Claimant and other aggrieved the required wages for these hours.

As a result of, and in addition to, these actions, Peoplescout violated Labor Code sections 226 and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for

which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the hours, wages, and pay are inaccurate due to the violations described above, among other inaccuracies.

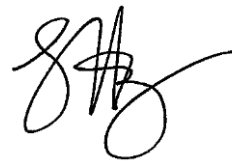
Similarly, Peoplescout violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Peoplescout violated the Labor Code by failing to properly pay all wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Peoplescout due the above violations and because the final paystubs were not provided upon termination or within 72 hours of employees quitting (in violation of Labor Code sections 201, 202, 203, 204, and 210).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Attached hereto and incorporated herein is the class action complaint Claimant intends to file in the Superior Court, on behalf of himself and all other aggrieved employees. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, et seq., after the minimum required review period elapses.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC

A handwritten signature in black ink, appearing to read 'SA Wong', with a stylized flourish at the end.

Samuel A. Wong

Enclosure(s)
Class Action Complaint

EXHIBIT 3



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

March 30, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Peoplescout
MSP, LLC:
Corporation Service Company
112 North Curry Street
Carson City, NV, 89703

Agent for Service of Process for Trueblue,
Inc.:
Corporation Service Company
300 Deschutes Way SW Ste 208 MC-CSC1,
Tumwater, WA, 98501

Agent for Service of Process for Staffing
Network Holdings, L.L.C.:
National Registered Agents, Inc. (C1941323)
330 N. Brand Blvd., Ste. 700
Glendale, CA 91203

Agent for Service of Process for WWELS,
Inc.:
1815 S. Meyers Road, Suite 600
Oakbrook Terrace, IL 60181

Agent for Service of Process for Waste
Management National Services, Inc.:
C T CORPORATION SYSTEM (C0168406)
330 N Brand Blvd Ste 700
Glendale, CA 91203

Re: Maurice Keys v. Peoplescout MSP, LLC, et al.

Dear Labor and Workforce Development Agency; Peoplescout MSP, LLC; Trueblue, Inc.;
Staffing Network Holdings, L.L.C.; WWELS, Inc.; Waste Management National Services, Inc.:

We write to amend the notice we previously sent on February 10, 2022 to add another
employer, Waste Management National Services, Inc.

Please allow this correspondence to serve as written notice required by California Labor
Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Peoplescout
MSP, LLC, Trueblue, Inc., Staffing Network Holdings, L.L.C., WWELS, Inc., and Waste
Management National Services, Inc. (collectively, "Peoplescout") and the facts and theories in
support of said allegations. This firm represents Maurice Keys ("Claimant"); we hereby notify
you that Claimant intends to seek penalties against Peoplescout under the Private Attorneys

General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on behalf of himself and all other aggrieved employees.

Specific Provisions of the California Labor Code Allegedly Violated by Peoplescout

The specific provisions of the Labor Code allegedly violated by Peoplescout and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting the Allegations Against Peoplescout

Claimant and other aggrieved employees worked for Peoplescout as non-exempt employees in California within the past year.

During the past year, Peoplescout failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because Peoplescout required its employees to work during their meal periods, failed to provide meal periods on time, failed to provide coverage for employees to take meal periods, interrupted their meal periods with work, and as a result, the meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Peoplescout violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Additionally, Peoplescout failed to authorize or permit 10 minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required to work through their rest periods, were interrupted during their rest periods to go back to work, were not authorized to take their rest periods, were discouraged from taking their rest periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Peoplescout violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Further, Peoplescout failed to pay Claimant and other aggrieved employees at least the legal minimum wage or the applicable overtime wage for all hours worked (in violation of Labor Code sections 558, 1182.12, 1194, 1194.2, 1197, and 1198) due to Peoplescout's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock without proper pay, rounding time to Peoplescout's advantage, requiring pre-shift and post-shift duties off-the-clock, such as donning and doffing protective equipment, or otherwise requiring employees to work off-

the-clock. To the extent such work entitled employees to pay at the legal minimum wage rate or at the overtime rate of pay, Peoplescout failed to pay Claimant and other aggrieved the required wages for these hours.

As a result of, and in addition to, these actions, Peoplescout violated Labor Code sections 226 and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the hours, wages, and pay are inaccurate due to the violations described above, among other inaccuracies. Additionally, the identity of Claimant's and aggrieved employees' employer is unclear from the wage statements.

Similarly, Peoplescout violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Peoplescout violated the Labor Code by failing to properly pay all wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Peoplescout due the above violations and because the final paystubs were not provided upon termination or within 72 hours of employees quitting (in violation of Labor Code sections 201, 202, 203, 204, and 210).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Attached hereto and incorporated herein is the class action complaint Claimant intends filed in the Superior Court. Claimant intends to amend the complaint to name Waste Management National Services, Inc. and to include a cause of action pursuant to Labor Code §§ 2698, et seq., after the minimum required review period elapses.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure(s)
Class Action Complaint

EXHIBIT 4



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

December 5, 2024

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Staffing
Network Holdings, L.L.C.:
1505 Corporation
COGENCY GLOBAL INC.
1325 J ST STE 1550,
Sacramento, CA 95814

Agent for Service of Process for USA Waste
of California, Inc.:
1505 Corporation
C T CORPORATION SYSTEM
330 N Brand Blvd
Glendale, CA 91203

Re: Maurice Keys v. Peoplescout MSP, LLC, et al.

Dear Labor and Workforce Development Agency; Staffing Network Holdings, L.L.C.; and USA Waste of California, Inc.

This firm represents Maurice Keys ("Claimant"). We write to amend the notices we previously sent on February 10, 2022 and March 30, 2022 to clarify the proper employer. Claimant has since determined that the proper employers of Claimant and the aggrieved employees for which Claimant seeks penalties are Staffing Network Holdings, L.L.C and USA Waste of California, Inc. ("Respondents")

Specific Provisions of the California Labor Code Allegedly Violated by Respondents

The specific provisions of the Labor Code allegedly violated by Respondents and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198.

Facts and Theories Supporting the Allegations Against Respondents

Claimant and other aggrieved employees worked for Respondents as non-exempt employees in California within the past year.

During the past year, Respondents failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because Respondents required its employees to work during their meal periods, failed to provide meal periods on time, failed to provide coverage for employees to take meal periods, interrupted their meal periods with work, and as a result, the meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondents violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Additionally, Respondents failed to authorize or permit 10 minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required to work through their rest periods, were interrupted during their rest periods to go back to work, were not authorized to take their rest periods, were discouraged from taking their rest periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondents violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Further, Respondents failed to pay Claimant and other aggrieved employees at least the legal minimum wage or the applicable overtime wage for all hours worked (in violation of Labor Code sections 558, 1182.12, 1194, 1194.2, 1197, and 1198) due to Respondents' policy and practice of requiring Claimant and aggrieved employees to work off-the-clock without proper pay, rounding time to Respondents' advantage, requiring pre-shift and post-shift duties off-the-clock, such as donning and doffing protective equipment, or otherwise requiring employees to work off-the-clock. To the extent such work entitled employees to pay at the legal minimum wage rate or at the overtime rate of pay, Respondents failed to pay Claimant and other aggrieved the required wages for these hours.

As a result of, and in addition to, these actions, Respondents violated Labor Code sections 226 and 226.3 by failing to provide itemized wage statements that accurately reported the

following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the hours, wages, and pay are inaccurate due to the violations described above, among other inaccuracies. Additionally, the identity of Claimant's and aggrieved employees' employer is unclear from the wage statements.

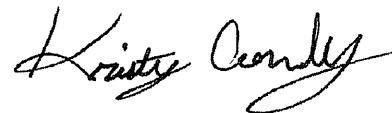
Similarly, Respondents violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondents violated the Labor Code by failing to properly pay all wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondents due the above violations and because the final paystubs were not provided upon termination or within 72 hours of employees quitting (in violation of Labor Code sections 201, 202, 203, 204, and 210).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Attached hereto and incorporated herein is the class action complaint Claimant filed in the Superior Court. Claimant intends to amend the complaint to name USA Waste of California, Inc. after the minimum required review period elapses.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Kristy R. Connolly

Enclosure(s)
Second Amended Complaint

EXHIBIT 5

kconnolly@aegislawfirm.com

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Wednesday, February 19, 2025 5:17 PM
To: kconnolly@aegislawfirm.com
Subject: Thank you for your Proposed Settlement Submission

02/19/2025 05:15:44 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 6

Matter Billing Detail

Report Date: 2/19/2025
 Report Time: 9:41AM
 Page: 1 of 2
 User ID: Carlsen

Aegis Law Firm, PC

Date Range: 01/01/1900 to 02/19/2025
 Client: 547738 - Maurice Keys
 Matter: 962 - Keys v. Peoplescout MSP

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
02/10/2022	FF	LWDA Filing Fee	\$75.00		Unbilled				
02/10/2022	FF	Filing Fee - Summons and Complaint	\$1,501.40		Unbilled				
02/10/2022	FF	Filing Fee	\$6.75		Unbilled				
02/17/2022	SOP	Service of Process - Peoplescout MSP	\$256.90		Unbilled				
02/17/2022	SOP	Service of Process - Trueblue	\$256.90		Unbilled				
02/17/2022	SOP	Service of Process - Staffing Network Holdings	\$97.30		Unbilled				
02/17/2022	SOP	Service of Process - WWELS	\$256.90		Unbilled				
02/23/2022	FF	Filing Fee - POS	\$30.50		Unbilled				
02/23/2022	FF	Filing Fee - POS	\$30.50		Unbilled				
03/01/2022	FF	Filing Fee - POS	\$30.50		Unbilled				
03/09/2022	FF	Filing Fee - POS	\$30.50		Unbilled				
03/30/2022	FF	Filing Fee - Amendment to Complaint	\$9.00		Unbilled				
04/01/2022	SOP	Service of Process - Waste Management National	\$115.15		Unbilled				
04/07/2022	FF	Filing Fee - POS	\$30.50		Unbilled				
05/02/2022	RES	Database Research Fee - Related case	\$7.50		Unbilled				
05/02/2022	RES	Database Research Fee - related case	\$7.50		Unbilled				
06/09/2022	FF	Filing Fee - FAC	\$9.00		Unbilled				
06/29/2022	FF	Filing Fee - Req for Cont	\$9.00		Unbilled				
07/22/2022	FF	Filing Fee - RFD	\$29.80		Unbilled				
08/05/2022	FF	Filing Fee - Opp	\$9.00		Unbilled				
09/06/2022	FF	Filing Fee - Ntc of Errata	\$9.00		Unbilled				
10/28/2022	FF	Filing Fee - Jt Stip to Cont	\$50.60		Unbilled				
12/22/2022	FF	Filing Fee	\$29.80		Unbilled				
12/28/2022	FF	Filing Fee	\$9.00		Unbilled				
12/28/2022	SOP	Service of Process	\$95.60		Unbilled				

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
12/30/2022	FF	Filing Fee	\$30.50		Unbilled				
06/23/2023	FF	Vendor: JAMS, Inc.; Date: 6/23/2023 - Filing Fee-Filing Fee-	\$413.00		Unbilled			996415	JAMS, Inc.
01/09/2024	FF	Filing Fee	\$35.00		Unbilled				
04/12/2024	MED	Vendor: Serratore Law; Date: 4/12/2024 - Mediation Services-	\$7,000.00		Unbilled			996786	Serratore Law
07/12/2024	FF	Filing Fee	\$14.20		Unbilled				
02/19/2025	CC	Cumulative Copies, Faxes, Scans, Postage	\$3,724.50		Unbilled				
Total:			\$14,210.80	\$0.00					
Balance:			\$14,210.80						
Total Fees Billed- -----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$14,210.80						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

EXHIBIT 7

Date Completed	Task Completed	Attorney	Hours	Rate	Total
2/2/2022	Reviewed intake and client's documents, met with intake coordinator regarding further follow up questions	KH	1.3	950.00	\$1,235.00
2/3/2022	Directed staff re new case file set up	KH	0.1	950.00	\$95.00
2/3/2022	Conducted fact investigation re Waste Management and Staffing Network, number of employees/locations, past lawsuits/settlements, determine entities to name as defendants	KH	3.9	950.00	\$3,705.00
2/4/2022	Issue spot, prepared preliminary damages analysis, determine viability of class and PAGA claims	KH	6.8	950.00	\$6,460.00
2/7/2022	Met with Jessica to discuss new case	KH	0.5	950.00	\$475.00
2/7/2022	Case meeting re case reassign, reviewed client docs, issue spot	JC	4.1	800.00	\$3,280.00
2/9/2022	drafted complaint and LWDA letter	JC	1.4	800.00	\$1,120.00
2/11/2022	Reviewed additional documents from client	KH	2.1	950.00	\$1,995.00
3/16/2022	Client update	JC	0.3	800.00	\$240.00
3/17/2022	TC w/OPC for TrueBlue and Peoplescout MSP, corr re same	JC	0.2	800.00	\$160.00
3/20/2022	review MO re case assignment and initial CMC	JC	0.2	800.00	\$160.00
3/28/2022	Corr w/ OPC re Waste Management entity name, research re same	JC	1.3	800.00	\$1,040.00
4/1/2022	drafted doe amendment	JC	0.2	800.00	\$160.00
4/6/2022	TC steve dawson for staffing network	JC	0.2	800.00	\$160.00
4/29/2022	Reviewed returned certified receipts for PAGA notices	JC	0.3	800.00	\$240.00
5/2/2022	Reviewed arbitration documents, met with Ali and Jessica to discuss potential defenses	KH	3.7	950.00	\$3,515.00
5/2/2022	Reviewed arb agreement, researched defenses and potential impact from Viking River decision, met w/ KH and JC re same	AC	6.2	750.00	\$4,650.00
5/2/2022	Case meeting re arb agreement, reviewed same	JC	2.3	800.00	\$1,840.00
5/3/2022	Further research re proper employer based on additional records received by defendants	JC	1.1	800.00	\$880.00
5/3/2022	TC w/OPC Steve Dawson for WWELS and Staffing Network	JC	0.2	800.00	\$160.00
5/17/2022	Reviewed MTS	JC	0.9	800.00	\$720.00
5/31/2022	Corr w OPC re tolling agreements, named defendants	JC	0.3	800.00	\$240.00
6/3/2022	VM from OPC Steve Dawson	JC	0.1	800.00	\$80.00
6/3/2022	Left VM for Steve Dawson	JC	0.1	800.00	\$80.00
6/9/2022	drafted tolling agreements, sent to counsel	JC	0.6	800.00	\$480.00
6/9/2022	drafted FAC adding PAGA	JC	0.2	800.00	\$160.00
6/27/2022	edited tolling agree	JC	0.2	800.00	\$160.00
7/22/2022	drafted request to dismiss certain defendants	JC	0.7	800.00	\$560.00
8/8/2022	drafted oppo to MTS based on FAC	JC	0.2	800.00	\$160.00

8/12/2022	Client update	JC	0.2	800.00	\$160.00
9/6/2022	drafted ntc of errata re dismissal declaration	JC	0.2	800.00	\$160.00
9/22/2022	Discussion with JC re case strategy.	NK	0.2	525.00	\$105.00
9/23/2022	Reviewed Defendant's motion to strike FAC.	NK	1.1	525.00	\$577.50
9/26/2022	Email corres. with DG.	NK	0.2	525.00	\$105.00
9/28/2022	Reviewed D.'s MTS.	NK	1.4	525.00	\$735.00
9/28/2022	Research on Opp. to Strike FAC.	NK	1	525.00	\$525.00
9/29/2022	Drafted Opp. to MTS.	NK	2.1	525.00	\$1,102.50
9/29/2022	Researched cases online for MTS Opp.	NK	1.6	525.00	\$840.00
9/30/2022	Research on cases relied upon by OPC in MTS.	NK	1.3	525.00	\$682.50
10/3/2022	Drafted decl. for MTS.	NK	0.5	525.00	\$262.50
10/5/2022	Discussed case strategy with JC.	NK	0.1	525.00	\$52.50
10/5/2022	Edited opp to MTS	JC	0.6	800.00	\$480.00
10/12/2022	Case meeting	JC	0.2	800.00	\$160.00
10/12/2022	MTG w/JC re case strategy.	NK	0.2	525.00	\$105.00
10/13/2022	Email corres. with EG to update the client.	NK	0.2	525.00	\$105.00
10/19/2022	Discussion w/JC re case strategy.	NK	0.2	525.00	\$105.00
10/27/2022	Phone call with Opp. counsel re Stip to continue CMC.	NK	0.2	525.00	\$105.00
10/27/2022	Meeting w/JC.	NK	0.2	525.00	\$105.00
10/27/2022	Prepared Joint stip to continue CMC.	NK	0.5	525.00	\$262.50
10/28/2022	Email corres. and phone call w/OPC re Joint Stip.	NK	0.1	525.00	\$52.50
11/7/2022	Research on Opp. to MTC Arbitration.	NK	1	525.00	\$525.00
11/8/2022	Reviewed and edited opp to MTC arb	AC	2.2	750.00	\$1,650.00
11/9/2022	Meeting JC re case strategy.	NK	0.3	525.00	\$157.50
11/15/2022	Reviewed Declaration from Staffing Networks National	NK	0.4	525.00	\$210.00
11/16/2022	Case startegy discussion w/JC.	NK	0.3	525.00	\$157.50
11/21/2022	Email corres w/OPC re joint stip to allow Plaintiff to File	NK	0.1	525.00	\$52.50
11/28/2022	Email corres. w/OPC.	NK	0.1	525.00	\$52.50
11/29/2022	Email corres. w/OPC.	NK	0.1	525.00	\$52.50
12/8/2022	Drafted Joint Stip to amend Complaint and email corres.	NK	1.3	525.00	\$682.50
12/13/2022	Email corres. w/OPC.	NK	0.1	525.00	\$52.50
12/14/2022	Review OPC's edits to joint stip	NK	0.2	525.00	\$105.00
12/15/2022	Reviewed the MTC Arbitration Memo and meeting with AC	NK	1.2	525.00	\$630.00
12/21/2022	Discussion w/JC re case startegy.	NK	0.4	525.00	\$210.00
12/22/2022	Reviewed, revised and finalized Joint Stip to file SAC and	NK	0.8	525.00	\$420.00
12/27/2022	Research and drafted Opposition to MTC arbitration.	NK	7.1	525.00	\$3,727.50
12/28/2022	Meeting w/JC re case strategy.	NK	0.3	525.00	\$157.50
12/28/2022	Continued working on the MTC arbitration opposition.	NK	4.4	525.00	\$2,310.00
12/28/2022	Reviewed Court's Order and got the SAC filed and served.	NK	0.3	525.00	\$157.50

12/29/2022	Continued research for Opposition to MTC arb.	NK	2	525.00	\$1,050.00
12/30/2022	Continued working on the Opposition to Motion to	NK	3.2	525.00	\$1,680.00
1/6/2023	Finalized the Opposition to Motion to Compel Arbitration; got it filed.	NK	2.3	525.00	\$1,207.50
1/9/2023	Drafted JCMCS and email corres. w/opc.	NK	0.5	525.00	\$262.50
1/10/2023	f/u email corres. w/opc re JCMCS.	NK	0.1	525.00	\$52.50
1/10/2023	Finalized JCMCS and got it filed.	NK	0.5	525.00	\$262.50
1/19/2023	Reviewed Court's tentative re MTC Arb; discussed w/JC	NK	0.3	525.00	\$157.50
1/23/2023	Discussion w/JC re case strategy.	NK	0.3	525.00	\$157.50
1/25/2023	Review recent Gavriloglou v Prime Healthcare decision, impact on PAGA claim and arbitration, discussed with Jessica	KH	1.4	950.00	\$1,330.00
1/25/2023	Case strategy meeting w/KH	JC	0.5	800.00	\$400.00
1/30/2023	Email corresp. w/OPC re PAGA mediation	NK	0.2	525.00	\$105.00
2/1/2023	Discussion w/JC re case strategy and prep for same.	NK	0.3	525.00	\$157.50
10/13/2023	Reviewed mediation confirmation papers	KH	0.2	950.00	\$190.00
11/17/2023	Drafted mediation data pts letter	NK	0.5	525.00	\$262.50
4/1/2024	Reviewed email corres. between OPC and co-c re mediation	NK	0.1	525.00	\$52.50
4/3/2024	Handled payment of mediation fees	KH	0.1	950.00	\$95.00
4/5/2024	Reviewed corr from OPC re scope of mediation, discussed w/KH	JC	0.6	800.00	\$480.00
4/5/2024	Met with Jessica re mediation strategy	KH	0.4	950.00	\$380.00
4/10/2024	Reviewed corres. to experts re damages analysis	NK	0.2	525.00	\$105.00
4/13/2024	email corr w/OPC re tentative on pro hac vice app	JC	0.2	800.00	\$160.00
4/17/2024	Phone call w/client and co-counsel	NK	1.2	525.00	\$630.00
4/17/2024	Downloaded documents produced by co-counsel; reviewed documents	NK	2.2	525.00	\$1,155.00
4/18/2024	Reviewed email corres. from OPC re payroll IDs	NK	0.1	525.00	\$52.50
4/18/2024	Reviewed doc production for mediation, discussed claims w/NK	JC	3.1	800.00	\$2,480.00
4/18/2024	Email corres. w/experts re damages analysis	NK	0.3	525.00	\$157.50
4/22/2024	Email corres. w/experts	NK	0.2	525.00	\$105.00
4/22/2024	Drafted mediation brief	NK	6.2	525.00	\$3,255.00
4/22/2024	Reviewed and edited mediation brief, met w/NK re same	JC	2.8	800.00	\$2,240.00
4/23/2024	Finalized Mediation brief; sent to co-counsel for review	NK	1.2	525.00	\$630.00
4/23/2024	Finalized Mediation Brief and Exhibits; submitted to mediator	NK	1.5	525.00	\$787.50
4/24/2024	Reviewed mediation brief and damages analysis. Prepared for Mediation.	KH	3.6	950.00	\$3,420.00
4/24/2024	Prepared mediation brief for Defendant	NK	0.3	525.00	\$157.50
4/25/2024	Additional preparation for mediation	KH	2.9	950.00	\$2,755.00
4/25/2024	Meeting w/KH re case; prep re same	NK	0.4	525.00	\$210.00

4/25/2024	Met with Namrata re preparation for mediation	KH	0.4	950.00	\$380.00
4/26/2024	Attended mediation; prep re same	NK	9.2	525.00	\$4,830.00
4/26/2024	Attended mediation	KH	9.5	950.00	\$9,025.00
4/26/2024	Phone calls w/client	NK	0.7	525.00	\$367.50
4/27/2024	Reviewed mediator's proposal, analyzed deal, reviewed file	KH	1.1	950.00	\$1,045.00
4/29/2024	Discussed proposal with Namrata and Jessica	KH	0.3	950.00	\$285.00
4/29/2024	Case meeting re mediator's proposal	JC	0.3	800.00	\$240.00
4/29/2024	Reviewed proposal, meeting w/KH re same	NK	0.4	525.00	\$210.00
5/1/2024	Reviewed confirmation from mediator re acceptance of proposal	KH	0.1	950.00	\$95.00
5/10/2024	Edited MOU, discussed with Namrata	KH	0.2	950.00	\$190.00
5/10/2024	Drafted MOU and sent to co-counsel for review	NK	0.5	525.00	\$262.50
5/14/2024	Reviewed co-counsel's edits to MOU, send to OPC	NK	0.2	525.00	\$105.00
5/28/2024	Email corresp. OPC re MOU	NK	0.1	525.00	\$52.50
6/11/2024	Phone call w/client	NK	0.2	525.00	\$105.00
6/21/2024	Reviewed OPC edits to MOU	NK	0.7	525.00	\$367.50
6/24/2024	Discussion w/JC re MOU; edited MOU; email corres w/opc re same	NK	0.7	525.00	\$367.50
6/24/2024	Reviewed edits to MOU, met w/NK re same	JC	0.4	800.00	\$320.00
6/28/2024	Discussion w/JC re case; prep re same	NK	0.4	525.00	\$210.00
7/1/2024	Email corresp. OPC re MOU f/u	NK	0.1	525.00	\$52.50
7/9/2024	F/u email w/opc	NK	0.1	525.00	\$52.50
7/11/2024	Drafted JCMCS; email corres w/opc re same	NK	0.9	525.00	\$472.50
7/12/2024	Finalized Plaintiff's CMS; got it filed and served	NK	0.6	525.00	\$315.00
7/16/2024	F/u email w/opc	NK	0.2	525.00	\$105.00
7/23/2024	Finalized MOU; sent it to OPC for signatures	NK	0.5	525.00	\$262.50
8/8/2024	Emails w/opc; sent MOU to client	NK	0.3	525.00	\$157.50
8/20/2024	Email corres w/opc re signed MOU	NK	0.1	525.00	\$52.50
8/23/2024	Email corres w/opc	NK	0.2	525.00	\$105.00
8/27/2024	Meeting w/JC re case; prep re same	NK	0.3	525.00	\$157.50
8/30/2024	Email corres w/opc	NK	0.2	525.00	\$105.00
9/11/2024	Drafted TAC; sent TAC to co-counsel for review	NK	1.4	525.00	\$735.00
9/12/2024	Drafted Joint stip. to file TAC; email corres w/co-counsel re same	NK	1.2	525.00	\$630.00
9/12/2024	Drafted RFD	NK	1.3	525.00	\$682.50
9/12/2024	Edited rfd docs	JC	0.3	800.00	\$240.00
9/12/2024	Reviewed OPC redlines to TAC; made changes and sent to OPC	NK	0.7	525.00	\$367.50
9/25/2024	Reviewed settlement agreement; edited settlement agreement; email corres w/co-counsel re same	NK	1.2	525.00	\$630.00
10/9/2024	Met w/KC re new case assign	JC	0.3	800.00	\$240.00
10/9/2024	Review case re new assignment, update to-dos	KC	1.3	625.00	\$812.50
10/10/2024	Call w/ co-counsel, send revised TAC back to OPC	KC	0.3	625.00	\$187.50
10/15/2024	Call w/ client	KC	0.2	625.00	\$125.00
11/4/2024	Corr w/ co-counsel re settlement revisions	KC	0.2	625.00	\$125.00

11/4/2024	Send OPC revised settlement and stip re leave to amend	KC	0.2	625.00	\$125.00
11/18/2024	FU email to OPC re stip for leave to amend	KC	0.1	625.00	\$62.50
11/21/2024	FU email to OPC re stip and settlement status	KC	0.1	625.00	\$62.50
12/2/2024	Review defendant's edits to settlement agreement, draft exhibit A, finalize settlement agreement with admin filled in, corr w/ co-counsel re same	KC	0.9	625.00	\$562.50
12/2/2024	Review defendant's edits to TAC, corr w/ co-counsel re same	KC	0.5	625.00	\$312.50
12/3/2024	Corr w/ co-counsel re amended complaint and settlement docs, send final copies to OPC for final approval	KC	0.3	625.00	\$187.50
12/4/2024	Reviewed final edits to settlement	KH	0.5	950.00	\$475.00
12/4/2024	Draft MFA, revise settlement and stipulation re leave, corr w/ counsel re same	KC	4.2	625.00	\$2,625.00
12/5/2024	Final review of settlement, co-counsel revised attorney fee split section, send revised and final copies to OPC	KC	0.7	625.00	\$437.50
12/16/2024	Corr w/ OPC re settlement docs	KC	0.1	625.00	\$62.50
12/18/2024	Corr w/ client	KC	0.1	625.00	\$62.50
12/20/2024	Corr w/ client	KC	0.1	625.00	\$62.50
12/21/2024	Send pltf signature on settlement to all counsel	KC	0.1	625.00	\$62.50
12/23/2024	Received def's signature on stip	KC	0.1	625.00	\$62.50
1/2/2025	FU email to OPC re status of def's signatures on settlement	KC	0.1	625.00	\$62.50
1/7/2025	FU email to OPC re status of def's signatures on settlement	KC	0.1	625.00	\$62.50
1/8/2025	Received defendants' signatures on settlement agreement	KC	0.1	625.00	\$62.50
1/8/2025	Finalize stipulation and PO to file third amended complaint	KC	0.2	625.00	\$125.00
1/8/2025	Edit MFA docs, send to co-counsel with deadline dates	KC	0.3	625.00	\$187.50
1/9/2025	Draft joint status conf report, send to all counsel	KC	0.3	625.00	\$187.50
1/13/2025	Review MO continuing SC	KC	0.1	625.00	\$62.50
1/14/2025	Review signed order, file third amended complaint	KC	0.2	625.00	\$125.00
1/21/2025	Email co-counsel re other pltf's signature	KC	0.1	625.00	\$62.50
1/27/2025	FU email to OPC re edits to approval motion and declarations re cy pres	KC	0.1	625.00	\$62.50
1/28/2025	Draft declarartion re no conflict w/ cy pres, corr w/ OPC re same	KC	0.4	625.00	\$250.00
1/30/2025	Email co-counsel re declarations for MFA and client signature on STA	KC	0.1	625.00	\$62.50
2/11/2025	Corr w/ co-counsel re MFA, review draft dec in support	KC	0.6	625.00	\$375.00
2/14/2025	Corr w/ client	KC	0.2	625.00	\$125.00

2/18/2025	Edited MFA docs	KH	1.2	950.00	\$1,140.00
2/19/2025	Finalized MFA docs, submit settlement and MFA to LWDA, reserve hearing, corr w/counsel re same, file	KC	0.8	625.00	\$500.00
Totals			162.7		\$112,575.00