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Attorneys for Plaintiffs Maurice Keys and Jose Juan Noyola,
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,

Plaintiffs,

v.

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:
Judge Layne H. Melzer
Dept. CX-102*

**DECLARATION OF TAYLOR MITZNER
ON BEHALF OF PHOENIX
SETTLEMENT ADMINISTRATORS**

1 I, Taylor Mitzner, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
3 appointed Settlement Administrator for *Keys v. USA Waste of California, Inc., et al.* (the “Action”).
4 I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would
5 testify competently to such facts.

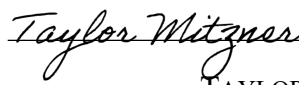
6 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform
7 administration duties in this Action. Pursuant to the Joint Stipulation of PAGA Representative
8 Action Settlement and Release (“Settlement Agreement” or “Stipulation”) for this matter, Phoenix
9 was responsible for evaluating the number of Pay Periods each PAGA Aggrieved Employee worked
10 during the period from March 10, 2021 through June 25, 2024 (“PAGA Period”), and such other
11 tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

12 3. On April 28, 2025, Phoenix received a data file from Defense Counsel (“PAGA
13 List”) that contained names, last known mailing addresses, Social Security numbers, email
14 addresses, and Pay Periods for each PAGA Aggrieved Employee during the PAGA Period. The
15 PAGA List contained six hundred fifty-three (653) individuals identified as PAGA Aggrieved
16 Employees.

17 4. The Escalator Clause of the Settlement Agreement indicates if the total Pay Periods
18 is greater than twelve thousand three hundred twenty (12,320), the Gross Settlement Amount will
19 be increased on a pro rata basis. Alternatively, Defendants may, in their sole discretion, cut off the
20 release period as of the date twelve thousand three hundred twenty (12,320) Pay Periods are reached.
21 The total Pay Periods in the PAGA List is twelve thousand three hundred eighteen (12,318), and
22 therefore the Escalator Clause was not triggered.

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

25 Executed this 5th of May 2025, at Orange, California.

26
27 
28 TAYLOR MITZNER