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NADIA ESTRADA

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

NADIA ESTRADA, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

BELSHIRE ENVIRONMENTAL SERVICES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01262282-CU-OE-CXC

*Assigned for all purposes to the Honorable Lon
F. Hurwitz, Dept. CX103*

**DECLARATION OF S. EMI MINNE IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 22, 2024
Time: 1:30 p.m.
Dept.: CX103

Complaint Filed: May 31, 2022
Trial Date: Not Set

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I, S. Emi Minne, declare as follows:

1. I am an attorney duly licensed to practice law in all courts in the State of California. I am a partner at the law firm of Parker & Minne, LLP, attorneys of record for Plaintiff Nadia Estrada (Plaintiff”) in the above-entitled action. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and, if called to testify I could and would competently

2. This declaration is submitted in support of Plaintiff's Motion for Final Approval of Action and PAGA Settlement. A true and correct copy of the Second Amended Joint Stipulation as Action and PAGA Settlement Agreement executed by the Parties on or about October 24, 2024, is attached hereto as **Exhibit 1** (hereinafter "Settlement" or "Agreement").

RELEVANT PROCEDURAL AND FACTUAL BACKGROUND

3. Defendant Belshire Environmental Services, Inc. (“Defendant”) is a provider of waste management and environmental regulation compliance services headquartered in Foothill Ranch, California.

4. Plaintiff is a former non-exempt, hourly-paid employee of Defendant who was hired by Defendant as a Designated Operator from approximately February 18, 2021 to September 9, 2021.

5. On March 23, 2022, Plaintiff provided written notice to Defendant and the California Labor & Workforce Development Agency (“LWDA”) of her intent to seek civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. (“PAGA”). The LWDA did not respond to Plaintiff’s PAGA Notice. A true and correct copy of the PAGA notice letter that was submitted to the LWDA and Defendant on March 23, 2022 is attached as **Exhibit 2**.

6. On May 31, 2022, after fully exhausting PAGA’s 65-day notice period, Plaintiff filed a five class action and representative PAGA action complaint against Defendant entitled *Nadia v. Belshire Environmental Services, Inc.* (Orange County Superior Court Case No. 30-2022-082-CU-OE-CXC, hereinafter “Action”). The Complaint alleged the following causes of action:

(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business and Professions Code §§ 17200, et seq.; and (11) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

7. Shortly after the Action was initiated, my co-counsel, Lawyers for Justice, PC, met and conferred with Defendant's counsel regarding the potential for resolution of the Action. Pursuant to these discussions, the Parties agreed to exchange informal discovery, engage in private mediation, and stay formal discovery pending the completion of mediation.

8. Pursuant to the Parties' agreement regarding informal discovery, Defendant provided my office with extensive informal discovery prior to mediation, which included a 20% sampling of Class Members' time and payroll records. The sampling was randomly selected and included employees across the Class Period. Defendant also provided my office with all versions of Defendant's employee handbooks in use during the Class Period and other documents evidencing its relevant wage and hour policies and procedures. Finally, Defendant provided my office with key data points regarding the size and composition of the Class, such as the number of Class Members and PAGA Members (including the number of current versus former employees), the total number of workweeks and pay periods worked by Class Members, the number of pay periods worked by PAGA Members, and the average rate of pay for the Class.

9. Prior to mediation, I thoroughly reviewed the informal discovery produced by Defendant. I also consulted with a data analysis expert to fully analyze Class Members' time and payroll records. I also engaged in extensive independent investigation, and conducted further legal

1 research regarding merits of Plaintiff's claims and Defendant's potential defenses thereto. Based on
2 this investigation and informal discovery, I prepared a detailed and informed assessment of
3 Defendant's potential liability prior to the mediation. I also extensively briefed the strengths and
4 weaknesses of Plaintiff's claims and Defendant's anticipated defenses, and provided my analysis to
5 the mediator for his consideration. These efforts enabled me to act intelligently and effectively in
6 negotiating the proposed settlement.

7 10. On March 27, 2023, the Parties attended a formal mediation with Steven Rottman, Esq.,
8 a neutral and respected mediator with extensive experience in complex wage and hour matters. The
9 Parties engaged in a full day of settlement discussions, during which the Parties extensively debated
10 their respective positions and exchanged views regarding the strengths and weaknesses of their claims
11 and defenses. The settlement discussions were at all times at arm's length and, although conducted
12 with appropriate professional decorum, were adversarial. Plaintiff and my office went into mediation
13 willing to explore the potential for a settlement of the Action, but were also prepared to aggressively
14 litigate Plaintiff's claims through class certification, trial, and appeal if a settlement was not reached.
15 Arriving at a settlement that was acceptable to the Parties was not easy, and the Parties vigorously
16 advanced their respective positions throughout the settlement negotiations. After a full day of
17 negotiations, the Parties reached an agreement to settle this Action and executed a memorandum of
18 understanding memorializing the key terms of the agreement.

19 11. On or about May 4, 2024, after further negotiations, the Parties fully executed a long
20 form Joint Stipulation of Class Action and PAGA Settlement.

21 12. On June 1, 2023, Plaintiff filed her Motion for Preliminary Approval of Class Action
22 and PAGA Settlement ("Motion for Preliminary Approval"). On the same day, my office also
23 submitted copies of the Motion for Preliminary Approval and the Joint Stipulation of Class Action and
24 PAGA Settlement to the LWDA. A true and correct copy of an email I received from the LWDA
25 confirming submission of the Motion for Preliminary Approval and the Joint Stipulation of Class
26 Action and PAGA Settlement on June 1, 2023 is attached hereto as **Exhibit 3**.

27 13. On July 28, 2023, the Court issued a minute order instructing the Parties to address
28 certain issues and concerns related to the proposed settlement and continued the hearing date on

1 Plaintiff's Motion for Preliminary Approval.

2 14. On or about August 8, 2023, the Parties fully executed an Amended Joint Stipulation
3 of Class Action and PAGA Settlement to address the issues raised in the Court's July 28, 2023 Order.
4 A copy of the amended settlement agreement along with supplemental briefing was filed with the
5 Court on August 28, 2024.

6 15. On October 9, 2023, the Court issued a minute order instructing the Parties to remove
7 language regarding Plaintiff's release of claims regarding FEHA-related claims from the amended
8 settlement, and continued the hearing date on Plaintiff's Motion for Preliminary Approval.

9 16. On or about October 25, 2023, the Parties fully executed a Second Amended Joint
10 Stipulation of Class Action and PAGA Settlement to address the issues raised in the Court's October
11 9, 2023 Order. *See Exhibit 1* ("Settlement" or "Agreement"). A copy of the Agreement along with
12 supplemental briefing was filed with the Court on October 25, 2023.

13 17. On November 17, 2023, the Court issued a minute order granting Plaintiff's Motion for
14 Preliminary Approval. Subsequently, on December 4, 2023, the Court signed the Order Granting
15 Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order.") Notice
16 of Entry of the Preliminary Approval Order, which included a copy of the Signed Preliminary
17 Approval Order, was filed with the LWDA on December 6, 2023. A true and correct copy of an email
18 I received from the LWDA confirming submission of the Notice of Entry of the Preliminary Approval
19 Order on December 6, 2023 is attached hereto as **Exhibit 4**.

20 **THE ADMINISTRATION PROCESS**

21 18. On November 29, 2023, my office sent ILYM Group, Inc. ("Settlement
22 Administrator") copies of the Agreement and Class Notice approved by the Court. I also provided the
23 Settlement Administrator with copies of the Complaint, Plaintiff's Motion for Preliminary Approval
24 and supporting declarations, and the supplemental briefing and supplemental declarations filed in
25 support of the Motion for Preliminary Approval.

26 19. On November 30, 2023, I received an email from the Settlement Administrator
27 confirming that it had received the Class List from Defendant.

28 20. On December 5, 2023, my office provided the Settlement Administrator with a copy of

1 the Preliminary Approval Order dated December 4, 2023.

2 21. On December 8, 2023, I received an email from the Settlement Administrator
3 confirming that it had mailed the Class Notice to all Class Members.

4 22. I am informed that, as of the date of this declaration, the Settlement Administrator has
5 received zero (0) objections to the Settlement, one (1) request for exclusion, and zero (0) workweek
6 disputes. *See* Declaration of Nick Castro Regarding Notice and Settlement Administration (“Castro
7 Decl.”), ¶¶ 11-14. The deadline for Class Members to submit objections, requests for exclusion, or
8 workweek disputes was February 6, 2024.

9 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE, AND IN THE BEST**
10 **INTERESTS OF THE CLASS**

11 23. The Settlement provides for a non-reversionary Gross Settlement Amount of
12 \$750,000.00 exclusive of employer-side payroll taxes. (Agreement, ¶¶ 15, 48.) Subject to approval by
13 the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the
14 Gross Settlement Amount: (1) Class Counsels’ Fees in an amount up to \$250,000.00 (i.e., one-third
15 of the Gross Settlement Amount)¹; (2) reimbursement of Class Counsel actual litigation costs and
16 expenses in an amount not to exceed \$30,000.00; (3) a Class Representative Enhancement Payment
17 in the amount of \$7,500.00 to Plaintiff; (4) Settlement Administration Costs in the amount of
18 \$7,550.00²; and (5) PAGA Penalties in the amount of \$50,000.00. (Agreement, ¶¶ 4, 8, 21, 37, 52-55.)
19 Based on these amounts, the Settlement Administrator calculates the Net Settlement Amount to be
20 \$404,950.00. (*See* Castro Decl., ¶ 16.) I am further informed by the Settlement Administrator that the
21 Agreement’s escalator clause was not triggered. (*See* Castro Decl., ¶ 15.)

22 24. My office and our co-counsel, Lawyers for Justice, PC, expended a significant amount
23 of time researching and investigating the claims alleged in the Action before reaching a settlement in
24 this Action, which included review of a substantial amount of information, data and documents

26 ¹ The Settlement allows for attorneys’ fees of up to \$262,500.00 (35% of the Gross Settlement Amount). (Agreement, ¶¶
27 4, 52.) However, after considering the concerns raised by the Court at preliminary approval, Class Counsel are only
applying for attorneys’ fees in the amount of one-third of the Gross Settlement Amount.

28 ² The Settlement provides for reimbursement of Settlement Administration Expenses of up to \$10,000.00. (Agreement, ¶¶
37, 54.) However, the Settlement Administrator has confirmed that its total fees and costs are only \$7,550.00. (*See* Castro
Decl., ¶ 19.)

1 produced by Defendant through informal discovery.

2 25. As detailed in Plaintiff's Motion for Preliminary Approval, I determined that Defendant
3 faced a maximum potential class-wide liability of approximately \$3,842,194.99 which can be broken
4 down by claim as follows: \$795,697.25 in unpaid overtime and minimum wages; \$876,210.28 in
5 unpaid meal period premiums; \$1,060,787.26 in unpaid rest period premiums; \$106,805.00 in
6 unreimbursed business expenses; \$482,695.20 in waiting time penalties under Labor Code § 203; and
7 \$520,000.00 in wage statement penalties under Labor Code § 226. I also separately calculated
8 Defendant's maximum potential liability for civil penalties under PAGA to be \$4,614,755.20, which
9 can be broken down by violation as follows: \$456,950.00 for unpaid overtime; \$913,900.00 for unpaid
10 minimum wages; \$436,844.20 for meal period violations; \$904,761.00 for rest period violations;
11 \$913,900.00 for failure to timely pay wages during employment; \$74,500.00 for failure to maintain
12 required payroll records; and \$913,900.00 for failure to reimburse business expenses.

13 26. While Defendant's "soaking wet" liability in this Action is substantial, such
14 calculations assume that Plaintiff fully prevails on all claims alleged in the operative Complaint at
15 class certification, trial, and appeal. Defendant vigorously contested liability and proffered several
16 defenses to both class certification and the merits of Plaintiff's claims. While I believe that Plaintiff's
17 claims are fundamentally meritorious and suitable for suitable for class-wide adjudication, I
18 recognized that there are multiple points in this litigation where an adverse ruling or judgment could
19 result in the Class receiving no monetary compensation whatsoever. In reaching the decision to settle
20 the Action at this juncture in litigation, I considered specific risks associated with each of the primary
21 claims, as follows:

22 27. Meal and Rest Period Claims: A significant portion of Defendant's estimated liability
23 is based on Plaintiff's meal period and rest period claims. Plaintiff contends that Defendant's formal
24 meal period policy prior to May of 2021 was facially unlawful, as it failed to inform Class Members
25 that meal periods should be taken before the end of their fifth hour of work. Plaintiff further contends
26 that, as a matter of actual practice, Class Members were often required to skip, shorten, and delay meal
27 and rest periods, and were also required to remain on-call during purported meal and rest periods.
28 Plaintiff contends that Defendant did not pay Class Members meal and rest period premiums for such

1 violations. At mediation, Defendant asserted that its written meal and rest policies substantially
2 complied with California law. Defendant also maintained that it provided ample opportunity for Class
3 Members to take meal and rest periods, and that if Class Members did not take meal and rest breaks,
4 it is because they voluntarily chose not to do so. Defendant also argued that questions of whether
5 employees had received compliant meal and rest periods, why such meal and rest periods were not
6 taken, and whether such meal and rest periods were voluntarily waived were individualized issues that
7 would bar certification. Defendant also asserted that Class Members worked in a variety of different
8 job positions with different job duties in different locations, and that this variation between employees
9 raised highly individualized questions of fact. While I strongly disagreed with Defendant's arguments
10 and factual contentions, I recognized obtaining class certification of Plaintiff's meal and rest period
11 claims was far from guaranteed in light of Defendant's largely compliant written policies. Plaintiff's
12 rest period claims would be particularly difficult to certify and ultimately prove at trial, given that an
13 employer has no obligation to maintain records of rest periods. Given these difficulties, there were
14 legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages
15 with requisite certainty at trial.

16 28. Minimum Wage and Overtime Compensation: Plaintiff alleges that that Defendant
17 failed to pay Class Members all minimum wages and overtime compensation owed due to its practice
18 of pressuring Class Members to work off-the-clock. Defendant asserted that its formal written policies
19 regarding payment of wages were facially compliant, and that Class Members were instructed to
20 record all hours worked. Defendant also argued that individual liability issues predominated,
21 including: (1) whether each employee worked off-the-clock; and (2) whether Defendant knew or
22 should have known about each employee's off-the-clock work. Moreover, given that these claims were
23 based on off-the-clock work not reflected in Defendant's time records, Defendant argued that proving
24 damages at trial would not be manageable. While I strongly disagreed with Defendant's contentions,
25 I recognized that absent a facially unlawful policy, the off-the-clock claims would be extremely
26 difficult to certify and prove due to potential for individualized issues, the lack of records, and the
27 reliance on anecdotal witness testimony.

28 29. Reimbursement: Plaintiff contends that Defendant failed to reimburse Class Members

1 for overhead costs associated with working from home. However, after reviewing Defendant's
2 employee handbooks, I determined that Defendant had written policies generally provided for the
3 reimbursement of business-related expenses. Additionally, Defendant asserted that only certain Class
4 Members worked from home in any capacity, and that individualized inquiries regarding why any
5 particular employee did not receive reimbursement would predominate.

6 30. Waiting Time Penalties: There are substantial risks attached to Plaintiff's claim for
7 waiting time penalties, as they are entirely derivative of Plaintiff's primary claims for meal period,
8 rest period, minimum wage, and overtime violations. Thus, if certification is denied on the primary
9 claims, these derivative claims would also likely fail. Moreover, even if Plaintiff prevails on the
10 underlying claims, Plaintiff would still be required to show that Defendant's conduct was willful – a
11 difficult standard to establish.

12 31. Wage Statement Claims: As with waiting time penalties, Plaintiff's claims for non-
13 compliant wage statements are derivative of and dependent on the success of Plaintiff's primary claims
14 for meal period, rest period, minimum wage and overtime violations. Moreover, wage statement
15 claims have seen varying treatment at the appellate level because such claims have an element of
16 discretion attached to them rather than a pure calculation of damages after liability is proven. Cf.,
17 *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) with *Price v. Starbucks Corp.*, 192
18 Cal.App.4th 1136 (2011)

19 32. PAGA: In addition to evaluating the risks associated with Plaintiff's class claims, I also
20 separately considered the risks of proceeding with Plaintiff's PAGA claim. First, just as with
21 Plaintiff's class claims, in order to prevail at trial on a PAGA Claim, Plaintiff would have to prove the
22 underlying Labor Code violations, and demonstrate that Aggrieved Employees suffered these
23 violations. *See Green v. Lawrence Service Co.* (C.D. Cal. 2013) 2013 WL 3907506 at *5, fn. 5
24 (“whether each PAGA claims succeeds or fails is determined by the merits of the substantive claims
25 on which each is based.”). Thus, the same defenses and merits-based risks associated with Plaintiff's
26 direct Labor Code claims are also applicable to a PAGA claim.

27 33. Second, I also anticipate that should the case proceed, Defendant will attempt to
28 challenge Plaintiff's fundamental standing as an aggrieved employee. Indeed, some courts have taken

1 an approach requiring PAGA plaintiffs to establish standing and bifurcating discovery and/or trial of
2 a PAGA claim.

3 34. Third, at the time the Settlement in this matter was reached, there was a split in authority
4 over whether PAGA claims could be stricken based on manageability concerns. Although the
5 California Supreme Court resolved this conflict by holding that PAGA claims may not be stricken
6 based on “manageability” concerns alone, it left open the possibility that an employer may still attempt
7 to strike PAGA claims if it can be shown that “a trial court’s use of case management techniques so
8 abridged the defendant’s right to present a defense that its right to due process was violated.” *Estrada*
9 *v. Royalty Carpet Mills, Inc.*, 2024 Cal. LEXIS 12 at *46 (Jan. 18, 2024.) Thus, the possibility remains
10 that Defendant could attempt to challenge Plaintiff’s PAGA claims as violating its due process rights.

11 35. Fourth, even if Plaintiff overcame Defendant’s defenses and prevailed at trial, I
12 anticipate that there would be significant disputes regarding the calculation of penalties. There is very
13 little published law and guidance regarding the assessment of penalties under PAGA, and no clearly
14 established methodology. I believe that the statute is clear that an aggrieved employee is entitled to
15 seek all civil penalties available under the statute. However, Defendant would likely contend that
16 multiple Labor Code violations do not give rise to cumulative or “stacked” penalties, and that instead
17 a single penalty should apply once per pay period, if at all, rather than cumulative penalties for each
18 separate Labor Code provision that was violated during a pay period. If this methodology were applied,
19 it would significantly reduce Defendant’s exposure for civil penalties.

20 36. Fifth, I am mindful of the fact that trial courts have broad discretion to reduce PAGA
21 civil penalties if, based on the facts and circumstances of the particular case, to do otherwise would
22 result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” See Cal.
23 Labor Code § 2699(e)(2); *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) (applying
24 97.5% percent reduction in from the maximum penalties); *Fleming v. Covidien*, 2011 U.S. Dist.
25 LEXIS 154590, *8-9 (C.D. Cal. 2011)(reducing potential PAGA penalties by over 80%); *Magadia v.*
26 *Wal-Mart Assocs. et al.*, 384 F. Supp. 3d 1058, 1069 (N.D. Cal. 2019)(applying 67% and 80%
27 reductions to potential PAGA penalties). Here, Defendant would likely argue that it made a good faith
28 effort to comply with its legal obligations and that any violations that occurred were not “willful”,

1 rendering the imposition of any heightened penalties inappropriate. While I believe that such positions
2 lack merit, I was aware that these are arguments that would likely be considered by the Court in
3 imposing potential penalties.

4 37. Finally, I remained cognizant that PAGA is fundamentally not intended to be
5 compensatory in nature, but is instead intended to facilitate enforcement of California's labor laws by
6 financing state activities and educating and deterring non-compliance. *See* Cal. Labor Code § 2699(i);
7 *Arias v. Sup. Ct.*, 46 Cal. 4th 980; *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546.

8 38. General Considerations: While I was confident of the merits of this case and Plaintiff's
9 ability to prevail at both class certification and trial, and was prepared to litigate the case, I recognized
10 the significant risk and expense of continued litigation, trial, and possible appeals, all of which would
11 substantially delay and reduce any recovery by Class Members. Even if Plaintiff prevailed at class
12 certification, proving the amount of wages due to each Class Member would be an expensive, time-
13 consuming, and extremely uncertain proposition. In order to prove liability and damages, my firm will
14 need to request and analyze thousands of pages of documents, obtain the Class Members' contact
15 information, contact them and obtain numerous declarations at great expense. Obtaining the
16 cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution
17 of a lawsuit against a current employer. On the other hand, Defendant would likely be able to obtain
18 the cooperation of its current employees. This puts Plaintiff at a particular disadvantage in this case
19 because approximately half of the Class are current employees of Defendant. Moreover, even if
20 Plaintiff prevails at class certification and trial, possible appeals would substantially delay any
21 recovery by the Class. These risks are all obviated by the Settlement, which if approved by the Court
22 will ensure that class members receive timely and meaningful monetary relief without the risk of an
23 unfavorable judgment.

24 39. Thus, taking into account the specific strengths and weaknesses of each claim, and the
25 risks, expense and delay associated with continued litigation, I submit that Settlement is fair,
26 reasonable, and adequate, and is in the best interest of the Class. I further submit that the Gross
27 Settlement Amount of \$750,000.00, which represents 19.5% of the maximum potential class-wide
28 damages, falls well-within an acceptable range of recovery for this type of litigation given the strengths

1 and weaknesses of the case, and the inherent costs and risks associated with class certification,
2 representative adjudication, trial, and/or appeals.

3 40. As set forth in above, there are no objections to the Settlement and just one (1) request
4 for exclusion from the Settlement, meaning that 99.55% of Class Members will participate in the
5 Settlement. The lack of any objections and 99.55% participation rate further demonstrate that the
6 Settlement is fair, reasonable, and adequate.

7 41. I further submit that the allocation of \$50,000.00 towards PAGA Penalties is well
8 within the range of reasonableness for settlement of PAGA claims. Indeed, copies of the proposed
9 Settlement and the Preliminary Approval Order entered by the Court on December 6, 2023 were filed
10 with the LWDA on June 1, 2023 and December 6, 2023, respectively. *See* Exhibits 3-4. To date, the
11 LWDA has not objected to the Settlement, nor to the proposed allocation of PAGA Penalties.

12 **QUALIFICATIONS OF CLASS COUNSEL**

13 42. I am a founding partner of Parker & Minne, LLP. I received my Bachelor of Arts
14 degree, *cum laude*, from the University of California, Los Angeles in 2001. In 2007, I received a Juris
15 Doctor degree from the UCLA School of Law. During my time at the UCLA School of Law, from
16 approximately June 2005 to August 2005, I served as a judicial extern to the Honorable Ernest M.
17 Hiroshige of the Los Angeles County Superior Court. I also externed with the California Department
18 of Justice – Office of the Attorney General from approximately June 2006 to August 2006. I was
19 admitted to the State Bar of California in December of 2007, and have been an active member in good
20 standing continuously since then. I am admitted to practice in all federal District Courts in the State
21 of California. I am a member of the California Employment Lawyer's Association.

22 43. Since being admitted to the California State Bar in 2007, my practice has focused
23 exclusively on the representation of employee plaintiffs. From October 2007 to August 2011, I was
24 employed as an Associate Attorney at Rastegar & Matern, APC. From September 2011 to August
25 2018, I was employed as a Senior Associate Attorney at Rastegar Law Group, APC. From September
26 2018 to October 2021, I was employed as Senior Counsel with Protection Law Group, LLP. From
27 October 2021 to June 2022, I was employed as Senior Counsel at Blackstone Law, APC. At each of
28 these firms, my practice was focused on the representation of employees in complex class actions and

1 representative PAGA actions involving claims for violations of the California Labor Code. In July
2 2022, I co-founded Parker & Minne, LLP.

3 44. Parker & Minne, LLP is a law firm that is dedicated to the exclusive representation of
4 employees in disputes against their employers. Parker & Minne, LLP currently represents numerous
5 employees in courts across California, with complex class actions and representative PAGA actions
6 accounting for over half of our caseload. The founding partners of Parker & Minne, LLP possess over
7 29 years of combined experience litigating cases involving Labor Code violations in individual, class,
8 and representative actions on behalf of California's employees. Based on this extensive experience,
9 Parker & Minne LLP is qualified to serve as Class Counsel in this Action.

10 45. During the course of my career, I have managed numerous wage and hour class and
11 representative PAGA actions from inception through resolution. Accordingly, I have extensive
12 experience in all aspects of class action and representative PAGA litigation including, but not limited
13 to: initial case selection and client consultation; drafting complaints and PAGA notice letters;
14 propounding and responding to written discovery; meeting and conferring regarding discovery
15 disputes; taking depositions of defendants' persons most knowledge, class member declarants, and
16 other percipient witnesses; defending depositions of named plaintiffs and putative class members;
17 opposing and arguing demurrers, motions to strike, motions for judgment on the pleadings, motions
18 to dismiss, motions to compel arbitration, and motions for summary judgment; drafting and arguing
19 motions to compel; drafting and arguing motions to determine class arbitrability in class arbitration
20 proceedings; drafting motions for class certification; drafting motions for summary judgment; drafting
21 appellate briefs; representing employees in both individual and class-wide arbitration proceedings;
22 interviewing putative class members and obtaining declarations in support of class certification;
23 working with experts to analyze time and payroll data for purposes of both settlement negotiations and
24 contested class certification motions; drafting mediation briefs and class-wide damages analyses;
25 mediating class action and PAGA cases; drafting and arguing motions for preliminary approval;
26 drafting and arguing motions for final approval; and oversight of the administration of complex wage
27 and hour settlements.

1 46. Since opening in 2022, Parker & Minne, LLP has been approved as co-class counsel in
2 the following class and representative PAGA actions:

3 a. *Arturo Gonzalez v. Hunt Enterprises, Inc.* (Los Angeles County Superior Court
4 Case No. 22STCV15057), a wage and hour class action and representative PAGA
5 action brought on behalf of property-management employees, in which Parker &
6 Minne, LLP was appointed co-class counsel in settlement.

7 b. *Shadea Bradley v. Native American Health Center, Inc.* (Alameda County Superior
8 Court Case No. 22CV011617), a wage and hour class action and representative
9 PAGA action brought on behalf of healthcare employees, in which Parker & Minne,
10 LLP was appointed co-class counsel in settlement.

11 c. *Eric Zaragoza v. The Arc of Ventura County, Inc.* (Ventura County Superior Court
12 Case No. 56-2022-00565343-CU-OE-VTA), a wage and hour class action and
13 representative PAGA action brought on behalf of a group of employees who
14 provided support services to the individuals with intellectual and developmental
15 disabilities, in which Parker & Minne, LLP was appointed co-class counsel in
16 settlement.

17 Parker & Minne, LLP has also been preliminarily approved as co-class counsel in numerous additional
18 cases throughout the state, which are currently pending final approval proceedings.

19 47. Prior to opening Parker & Minne, LLP, I worked with a team of attorneys on a number
20 of matters that were certified by contested class certification motions, including: *Behaein v. Pizza Hut,*
21 *Inc.*, Los Angeles County Superior Court Case No. BC389960 (certified wage and hour class action
22 brought on behalf of hourly-paid fast food employees for alleged meal period, rest period, and expense
23 reimbursement violations); *Garmendia v. Fortune Fashion Industries, LLC*, Los Angeles County
24 Superior Court Case No. BC389960 (certified wage and hour class action brought on behalf hourly
25 paid garment workers in the State of California); *Gutierrez v. Dynaflex Products*, Los Angeles County
26 Superior Court Case No. BC360704 (certified wage and hour class action brought on behalf hourly
27 paid manufacturing employees in the State of California); *ABM Industries Overtime Cases*, JCCP Case
28 No. CJC-07-004502 (certified wage and hour class action brought on behalf of janitorial employees

1 for meal and rest period, split-shift violations, and reimbursement violations); and *Hines v. KFC U.S.*
2 *Properties, Inc.*, S.D. Cal. Case No. 3:09-cv-02422, (certified wage and hour class action brought on
3 behalf of hourly-paid fast food employees in the State of California).

4 48. In addition, I acted as the managing attorney at my prior firms in the following non-
5 exhaustive list of cases that were certified for settlement purposes and/or where settlement of
6 representative PAGA claims was approved: *Raquel Melara v. Los Palos Convalescent Hospital*, Los
7 Angeles Superior Court Case No. BC385437; *Jeanette Delgado v. El Pollo Loco, Inc.*, Los Angeles
8 Superior Court Case No. BC391758; *Hector Arceo v. International Paper Co.*, Los Angeles Superior
9 Court Case No. BC389721 ; *Brandon Waibl v. International Paper Co.*, Los Angeles Superior Court
10 Case No. BC428670; *Cheryl Luke v. The Sisters of Nazareth Los Angeles*, Los Angeles Superior Court
11 Case No. 572227; *Elizabeth Romero v. Jobbers Meat Packing Co., Inc.*, Los Angeles Superior Court
12 Case No. BC499085; *Natividad Barrera v. La Jolla Cove Motel and Hotel Apartments*, San Diego
13 County Superior Court Case No. 37-2014-00022715-CU-OE-CTL; *Gustavo Meza v. OldCastle*
14 *BuildingEnvelope, Inc.*, Los Angeles County Superior Court Case No. BC523586; *Reina v. Arriaga v.*
15 *Kitchell Corporation*, San Diego County Superior Court Case No. 37-2016-00034681-CU-OC-CTL;
16 *Jose Manuel Garcia v. Crockett Graphics, Inc.*, Ventura County Superior Court Case No. 56-2016-
17 00485262-CU-OE-VTA; *Manuel Saucedo v. Hussmann Corporation*, Los Angeles County Superior
18 Court Case No. BC611159; *Hector Garcia v. Santa Victoria Investments*, Los Angeles County
19 Superior Court Case No. BC562717; *Maria Guadalupe Ramirez v. Wing N Things, Inc.*, San Diego
20 County Superior Court Case No. 37-2013-00040760-CU-OE-NC; *Ernesto Pintor v. Phil's BBQ of*
21 *Point Loma, Inc.*, San Diego County Superior Court Case No. 37-2015-00030542-CU-OE-CTL;
22 *Mario Morales v. Western Pacific Pulp and Paper*, Los Angeles County Superior Court Case No.
23 BC617544; *Ruth Fuentes v. Communications Test Design, Inc.*, San Bernardino County Superior
24 Court Case No. CIVDS1802427; *Briana Fernandez v. Sumitomo Rubber North America*, San
25 Bernardino County Superior Court Case No. CIVDS1803211; *Leandra Rodriguez v. The RealReal,*
26 *Inc.*, San Francisco County Superior Court Case No. CGC-19-574661; *Miguel Montes v. Kindness*
27 *General Contractors*, Orange County Superior Court Case No. 30-2018-01024338-CU-OR-CXC;
28 *Yasmine Jennings v. Advantage Sales & Marketing LLC*, Los Angeles County Superior Court Case

No. BC696157; *Heriberto Aparicio v. Advantage Painting Solutions, Inc.*, San Bernardino County Superior Court Case No. CIVDS2013809; *Rocio Orozco v. ODW Logistics*, San Bernardino County Superior Court Case No. CIVDS2004281.

49. My partner, Jill J. Parker, also worked on this matter and has substantial experience representing employees in complex wage and hour litigation. Ms. Parker obtained her Bachelor of Arts degree from Stanford University in 2003, a Master of Arts degree from the University of California, Los Angeles in 2007, and a Juris Doctor degree from the University of Southern California Gould School of Law in 2010. She was admitted to practice law in California in December 2010. Since that time, Ms. Parker's practice has been exclusively dedicated to prosecuting claims on behalf of plaintiff employees, with a focus on complex wage and hour class actions and representative PAGA actions. She has litigated numerous complex employment cases in counties throughout California and in all four California District Courts. Ms. Parker has extensive experience in all aspects of all aspects of class action and representative PAGA litigation including, but not limited to: taking and defending depositions; interviewing putative class members; working with expert witnesses to formulate class action trial plans; meeting and conferring regarding discovery disputes and filing motions to compel; opposing motions for summary judgment; drafting and arguing motions for class certification; drafting mediation briefs; negotiating class action and PAGA settlements.

CLASS COUNSEL'S ATTORNEYS' FEES

50. The Agreement allows for fee award of up to 35% of the Gross Settlement Amount (i.e., \$262,500.00). (Agreement, ¶¶ 4, 52.) However, my firm and our co-counsel are mindful that the Court expressed concerns that this figure is higher than the "usual 33.33%" in its July 28, 2023 tentative ruling on Plaintiff's Motion for Preliminary Approval. (See Register of Actions No. 71, p. 7.) Accordingly, my firm and our co-counsel are only applying for a fee award in the amount of one-third (33.33%) of the Gross Settlement Amount (i.e., \$250,000.00), meaning that an additional \$12,500.00 will be included in the Net Settlement Amount to be distributed to Participating Class Members.

51. Based on my experience, I believe the requested fee award is reasonable and is commensurate with: (1) the economic risk my firm and our co-counsel took in commencing this action

1 on a contingent basis; (2) the time, effort and expense dedicated to the cases; (3) the skill and
2 determination this case has required; and (4) the result achieved for Class Members and the State of
3 California.

4 52. Parker & Minne, LLP and our co-counsel, Lawyers for Justice, PC, invested a
5 significant amount of time and resources into the case, with payment deferred to the end of the case,
6 and entirely contingent on the outcome. The work performed by Parker & Minne, LLP and Lawyers
7 for Justice, P.C. during the course of the litigation includes, but is not limited to, the following:
8 performing extensive independent investigation and research regarding Plaintiff's claims, Defendant's
9 potential defenses, and Defendant's business, operations, and employment policies, practices and
10 procedures; multiple meetings and discussions with Plaintiff and review of documents provided by
11 Plaintiff; analyzing Plaintiff's potential claims and developing a case strategy for class certification;
12 drafting the Complaint; drafting the PAGA notice letter to the LWDA; meeting and conferring with
13 Defendant's counsel on numerous occasions over issues related to the pleadings, case management,
14 and informal discovery; preparing for and attending court proceedings; reviewing and analyzing a
15 representative sampling of time records and payroll records for the Class with the assistance of a data
16 analysis expert in advance of mediation; reviewing numerous policy documents produced as part of
17 informal discovery; preparing a comprehensive class-wide damages analysis and mediation brief;
18 attending private mediation and engaging in settlement negotiations thereat; drafting, negotiating, and
19 revising the original Joint Stipulation of Class Action and PAGA Settlement, Class Notice; drafting
20 the Amended Joint Stipulation of Class Action and PAGA Settlement; drafting the Seconded Amended
21 Joint Stipulation of Class Action and PAGA Settlement; preparing the Motion for Preliminary
22 Approval and supporting documents; preparing two rounds of supplemental briefing in support of the
23 Motion for Preliminary Approval; coordinating the notice process with the Settlement Administrator
24 and monitoring the same; and preparing the Motion for Final Approval and supporting documents.
25 The time expended on these tasks was required to bring this matter to a successful conclusion on behalf
26 of the Class.

27 53. In addition to the time and effort expended by my office, substantial skill was necessary
28 in order to successfully litigate the Action. This matter involved analysis and investigation of complex

1 legal and factual issues including, without limitation: (1) issues surrounding class certification of
2 Plaintiff's claims, including potential variances in Class Members' experiences based on job position,
3 job location, and supervisors; (2) uncertainty in the law regarding challenges to the manageability of
4 Plaintiff's PAGA claim; and (3) substantial investigation and complex data analysis to determine
5 Defendant's underlying practices and potential liability. Reaching a settlement of this matter was not
6 easy, and negotiations were hard fought. Defendant is a well-funded entity that retained respected
7 counsel who are experienced in defending employers in complex wage and hour litigation. Defendant
8 and their counsel felt strongly about their ability to prevail in this matter and, as discussed at length
9 above, were prepared to mount several defenses that presented significant threats to Plaintiff's ability
10 to sustain her claims through class certification and trial. Given the complexity of the claims and
11 defenses thereto, many attorneys would have been unprepared to successfully litigate these claims on
12 a class-wide basis. Nevertheless, my firm and our co-counsel were able to address these defenses and
13 secure the Settlement that provides substantial monetary recovery for the Class because of our
14 substantial experience handling complex wage and hour litigation.

15 54. Additionally, the case was litigated on a purely contingent basis. Had my office and
16 our co-counsel been unsuccessful in prosecuting this Action, the time we expended on this case would
17 have gone entirely uncompensated. My office and my co-counsel have borne all the risks and costs of
18 litigation and will not receive any compensation until recovery is obtained in this Action. This
19 contingent risk is a relevant factor when considering the reasonableness of the requested fee award.

20 55. The efforts of my firm and our co-counsel have resulted in substantial benefits to the
21 Class Members in the form of a significant monetary fund established to compensate Class Members
22 for the alleged wage and hour violations and to advance enforcement of California's labor laws. I
23 believe that without the efforts of my firm and our co-counsel, the claims alleged in the Action would
24 likely have gone without remedy.

25 56. Based on my experience, the requested fee award of one-third of the Gross Settlement
26 Amount is within the range normally awarded in wage and hour class action litigation. Indeed, as
27 noted above, a fee award of up to 35% was agreed to by Plaintiff. A potential fee award of up to 35%
28 was also fully disclosed to Class Members in the Class Notice, and no Class Members objected to this

percentage. Despite the fact that the Agreement allows for a fee award of up to 35%, my firm and our co-counsel only applying for a fee award in the amount of one-third (33.33%) of the Gross Settlement Amount (i.e., \$250,000.00), meaning that an additional \$12,500.00 will be included in the Net Settlement Amount to be distributed to Participating Class Members.

57. Thus, I submit that the requested fee award of one-third of the Gross Settlement Amount is appropriate in light of the excellent result achieved for the Class despite the substantial risks and difficulties described above.

58. Further, while the requested fee is a proper and commonly requested percentage of the common fund, the fee request is also justified under a lodestar analysis.

59. My current hourly billing is \$750.00 per hour. The current hourly billing rate for my partner, Jill J. Parker, is also \$750.00 per hour.

60. I am informed and believe that the hourly rates requested by my firm are in line with the current market rates for attorneys with comparable experience and qualifications in complex wage and hour litigation. During the course of my practice, I have become familiar with the hourly rates charged by attorneys in complex wage and hour litigation in California, particularly in Los Angeles County where my firm is based. My knowledge and familiarity with such rates comes from a variety of sources including: (1) reviewing numerous fee applications, supporting declarations, and awards in other complex wage and hour cases; (2) extensive personal involvement in preparing fee applications in complex wage and hour cases; (3) reviewing surveys and articles on attorneys' fees in newspapers, treatises, and journals; and (4) my independent research regarding attorney billing rates in employment cases. Based on this information, I believe the prevailing rates for work of this nature in Los Angeles County, where Parker & Minne, LLP is based, typically ranges from \$300 per hour for junior associates to upwards of \$975.00 for partners. Based on the foregoing, I believe that the requested hourly rates of \$750.00 for myself and Ms. Parker are well within the range of reasonable rates for attorneys of our skill, knowledge, experience, and ability.

61. As of the date of this declaration, Parker & Minne, LLP has spent 171.8 hours litigating this Action, resulting in a current lodestar of \$128,850.00. This lodestar is based on the billable hours worked by each attorney at Parker & Minne at their customary hourly rates. Based on my experience

1 managing similar complex actions, I estimate that my office will spend approximately 20 additional
2 hours on this Action following final approval of the settlement (e.g., monitoring the settlement
3 payment process, answering questions from Participating Class Members, providing a final accounting
4 report to the Court, and appearing at the final compliance hearing) which is not included in this lodestar
5 calculation.

6 62. A true and correct copy of a report detailing the attorney time expended on this Action
7 by Parker & Minne, LLP as of the date of this declaration is attached hereto as **Exhibit 5**. The standard
8 practice at Parker & Minne, LLP is to maintain contemporaneous records of all attorney work
9 performed, and to record such work in .1 hour increments. Exhibit 5 does not include the anticipated
10 future work to be performed by Parker & Minne, LLP following final approval.

11 63. I am informed that my co-counsel, Lawyers for Justice, PC, have spent an additional
12 163.9 hours litigating this Action, for a lodestar of \$131,120.00. *See* Declaration of Joanna Ghosh
13 (“Ghosh Decl.”), ¶¶ 8-9, Exh. A.

14 64. Thus, the current combined lodestar for both Parker & Minne, LLP and Lawyers for
15 Justice, PC, excluding of anticipated post-approval work, is estimated to be at least **\$259,970.00**. Thus,
16 the requested fee of \$250,000.00 is actually less than Class Counsel’s lodestar for this matter.

17 65. I believe that the efforts of my office and our co-counsel have resulted in substantial
18 benefits to the Class, in the form of a substantial settlement fund established to compensate Class
19 Members for Defendant’s wage and hour violations. I therefore respectfully submit that the requested
20 fee award of 33.33% is reasonable given the result achieved and should be preliminarily approved by
21 the Court.

22 66. Parker & Minne, LLP and Lawyers for Justice, PC have agreed that any attorneys’ fees
23 awarded in this case will be split equally (i.e., 50/50) between the firms. Plaintiff was provided a full
24 written disclosure of this arrangement and consented to the arrangement in writing. (*See* Declaration
25 of Nadia Estrada In Support of Plaintiff’s Motion for Final Approval, ¶ 15.)

26 **CLASS COUNSEL’S COSTS**

27 67. The Settlement provides for reimbursement of reasonable and actual costs and expenses
28 incurred by Class Counsel, in an amount not to exceed \$30,000.00.

68. Parker & Minne, LLP anticipates that it will incur a total of \$386.75 in costs and expenses in litigating this action. This includes \$236.75 in current costs and \$150.00 in future costs associated with: (1) filing the Motion for Final Approval; (2) monitoring distribution of the Gross Settlement Amount; and (3) filing a final accounting declaration. A true and correct copy of a report detailing the expenses incurred by Parker & Minne, LLP to date in this Action is attached hereto as **Exhibit 6.**

69. I am informed that my co-counsel, Lawyers for Justice, PC, has incurred a total of \$16,581.28 in costs and expenses in litigating this Action. (*See Ghosh Decl.*, ¶ 16, Exh. B.)

70. Thus, my office and our co-counsel are requesting a combined total reimbursement of actual costs in the amount of **\$16,968.03**, which is less than the \$30,000.00 earmarked towards costs in the Agreement. Per the terms of the Agreement, the remaining \$13,031.97 originally allocated to reimbursement of Class Counsel's costs shall be included in the Net Settlement Amount to be distributed to Participating Class Members.

REQUESTED CLASS REPRESENTATIVE ENHANCEMENT PAYMENT

71. The Settlement provides for Class Representative Enhancement Payment in the amount of \$7,500.00 to Plaintiff. I believe that the requested Class Representative Enhancement Payment is imminently reasonable given the time and effort Plaintiff spent on this case, the risk she assumed in acting as the named plaintiff, and result obtained on behalf of Class Members due to Plaintiff's actions. Plaintiff has been actively involved in the prosecution of this Action, has kept herself informed of the status of the Action, has participated in decisions related to the Action, and has taken actions throughout the litigation to protect the interests of the Class she now represents. Plaintiff was readily available whenever my office or my co-counsel needed to speak with her, and spent numerous hours speaking with my office and our co-counsel about this claims and her experiences working for Defendant, and gathering and reviewing documents and evidence. The information and documentation provided by Plaintiff was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without her participation.

72. Additionally, Plaintiff assumed many risks in agreeing to put herself on the public

1 record as the named plaintiff in an employment class action. As this Court is likely aware, prospective
2 employers routinely conduct searches on job applicants. One type of search is to learn about
3 applicants' litigation history. These searches are easy to run on the internet and relatively inexpensive.
4 Thus, Plaintiff assumed the risk that serving as the named plaintiff in this Action could adversely
5 impact her future job opportunities, as she may be viewed as litigious by certain prospective
6 employers. Plaintiff also faced the potential imposition of Defendant's costs if the lawsuit was
7 unsuccessful. These are both significant concerns.

8 73. Additionally, Plaintiff has agreed to a general release of all claims against Defendant
9 and a waiver of California Civil Code § 1542. This is far broader than the release of claims by
10 Participating Class Members.

11 74. The Action would not have been possible without the aid of Plaintiff, who put her own
12 time and effort into the litigation, sacrificed the value of her own individual claims, and placed herself
13 at risk for the sake of the other Class Members, PAGA Members, and the State of California. Indeed,
14 by actively pursuing this action, Plaintiff furthered California's public policy goal of enforcing the
15 State's wage and hour laws. *See Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal. 4th 319,
16 340 (recognizing the "clear public policy" that is specifically directed at the enforcement of California
17 wage laws). As a result of Plaintiff's actions, 223 Class Members have had the opportunity to
18 participate in the Settlement which provides meaningful monetary compensation for wage violations
19 they may have never known about or been willing to pursue on their own. If these Class Members
20 would have each tried to pursue their legal remedies on their own, that would have resulted in each
21 having to expend a significant amount of their own monetary resources and time, which were avoided
22 by Plaintiff putting herself on the line on their behalf.

23 75. For these reasons, I believe that Class Representative Enhancement Payment of
24 \$7,500.00 to Plaintiff is fair and reasonable to recognize Plaintiff's active participation in the Action,
25 the risks she faced in bringing the Action, and her general release of all claims against Defendant.

26 **PAYMENT TO THE SETTLEMENT ADMINISTRATOR**

27 76. The Settlement Agreement calls for the award of up to \$10,000.00 to the Settlement
28 Administrator, ILYM Group, Inc., for the costs associated with administration of the settlement. The

1 Settlement Administrator is a necessary third-party that has performed substantial services on behalf
2 of the putative class including sending the notice and the administration of future settlement payments.
3 Moreover, ILYM Group, Inc. reports that its total fees and costs for administration of the Settlement
4 are just \$7,550.00, meaning an additional \$2,450.00 in savings shall be included in the Net Settlement
5 Amount. Accordingly, I request that the Court award ILYM Group, Inc. \$7,550.00 for the services it
6 performed in this matter.

7 77. Per Department CX103's guidelines, on March 1, 2024, I provided a copy of the
8 Proposed Final Approval and Judgment to Defendant's counsel, Katherine Den Bleyker, for review.
9 On the same day, Ms. Den Bleyker informed me that she approved the Proposed Final Approval and
10 Judgment.

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

13 Executed on March 8, 2024, at Redondo Beach, California.

14 

15 _____
16 S. Emi Minne
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EXHIBIT 1

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Attorneys for Plaintiff
NADIA ESTRADA

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

NADIA ESTRADA, individually, and on behalf
of other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

BELSHIRE ENVIRONMENTAL SERVICES,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01262282-CU-OE-CXC

*Assigned for all purposes to the Honorable Lon
F. Hurwitz, Dept. CX103*

**SECOND AMENDED JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: May 31, 2022
Trial Date: Not set

SECOND AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA
SETTLEMENT

This Second Amended Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Nadia Estrada, individually and on behalf of the Class, and Defendant Belshire Environmental Services, Inc.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Second Amended Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” refers to the court action entitled *Nadia Estrada v. Belshire Environmental Services, Inc.*, Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC.

3. “Class Counsel” means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of Lawyers for Justice, PC, who will seek to be appointed as counsel for the Class.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$262,500.00), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed \$30,000.00, subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

5. “Class List” means a complete list of all Class Members and PAGA Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all Class Members’ and PAGA Members’: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information required by the

1 Settlement Administrator in order to effectuate the terms of the Settlement. The Class List will be
2 treated as confidential, disclosed only to the Settlement Administrator, and used for Settlement
3 purposes only.

4 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt
5 employees of Defendant who were employed by Defendant in the State of California at any time during
6 the Class Period.

7 7. “Class Period” means the period commencing on May 31, 2018, and ending on May
8 31, 2023.

9 8. “Class Representative Enhancement Payment” means the amount that the Court
10 authorizes to be paid to Plaintiff Nadia Estrada, in addition to her Individual Class Payment and
11 Individual PAGA Payment, in recognition of the efforts and risks she has taken in assisting with the
12 prosecution of the Action and in exchange for the General Release of her claims as provided herein.

13 9. “Court” means the Superior Court of the State of California for the County of Orange.

14 10. “Defendant” refers to Belshire Environmental Services, Inc.

15 11. “Defendant’s counsel” means Katherine C. DenBleyker of O’Hagan Meyer LLP.

16 12. “Effective Date” means the date by when both of the following have occurred: (a) the
17 Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment
18 is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences:
19 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Final Approval
20 Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement, the
21 day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment; or if
22 a timely appeal from the Final Approval Order and Judgment is filed, the day after the appellate court
23 affirms the Final Approval Order and Judgment and issues a remittitur.

24 13. “Final Approval” means the date the Court enters an order granting final approval of
25 the Settlement Agreement.

26 14. “Final Approval Order and Judgment” mean the judgment and order entered by the
27 Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of
28

California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court, Rule 3.769(a).

15. “Gross Settlement Amount” means the sum of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) which is the total amount Defendant agrees to pay under the Settlement, including Class Counsel’s Fees and Costs, Class Representative Enhancement Payments, Payments to Class Members, PAGA Penalties, and Settlement Administration Costs. The Gross Settlement Amount does not include any employer-side taxes and withholdings, which will be calculated by the Settlement Administrator and separately paid for by Defendant.

16. “Individual Class Payment” means a Participating Class Members’ pro-rata share of the Net Settlement Amount.

17. “Individual PAGA Payment” means a PAGA Member’s pro-rata share of the 25% portion of PAGA Penalties to be paid to PAGA Members.

18. “Net Settlement Amount” means the funds available for payments to Class Members, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Penalties to the LWDA and PAGA Members.

19. “Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ and PAGA Members’ last known addresses and which will provide Class Members and PAGA Members with information regarding the Action and information regarding the settlement of the Action.

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

21. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims. Seventy Five Percent (75%) of this amount (\$37,500.00) will be paid to the California Labor and Workforce

1 Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of
2 this amount (\$12,500.00), will be distributed to PAGA Members. PAGA Members will receive
3 payment from the employee portion of the PAGA Penalties regardless of their decision to participate
4 in the class action if the PAGA Penalties are approved by the Court.

5 22. “PAGA Members” means all current and former non-exempt employees of Defendant
6 who were employed by Defendant in the state of California at any time during the PAGA Period.

7 23. “PAGA Notice” refers to the notice letter submitted to the LWDA by Plaintiff on
8 March 23, 2022.

9 24. “PAGA Period” means the period commencing on March 23, 2021, and ending on May
10 31, 2023.

11 25. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
12 Plaintiff or Defendant, individually.

13 26. “Participating Class Members” means all Class Members who do not submit valid and
14 timely Requests for Exclusion.

15 27. “Plaintiff” means Plaintiff Nadia Estrada, who will seek to be appointed as
16 representatives for the Class.

17 28. “Preliminary Approval” means the date the Court enters an order granting preliminary
18 approval of the Settlement Agreement.

19 29. “Objection” means a Class Member’s valid and timely written objection to the
20 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
21 address, telephone number, last four digits of the employee’s social security number or employee ID
22 number and (b) a written statement of all grounds for the objection accompanied by legal support, if
23 any, for such objection.

24 30. “Released Class Claims” means all claims, rights, demands, liabilities and causes of
25 action that are alleged, or reasonably could have been alleged based on the factual allegations and
26 claims asserted in the operative Complaint in this action arising during the Class Period, including
27 the following claims: (i) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2)
28 Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3)

1 Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of
2 California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid Minimum Wages); (5) Violation of
3 California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California
4 Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor
5 Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d)
6 (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802
7 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§
8 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
9 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802.

10 31. “Released PAGA Claims” means any and all claims for the recovery for civil penalties,
11 attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the PAGA Members had, or
12 may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or
13 the PAGA Notice during the PAGA Period, including failure to pay overtime compensation, failure
14 to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest
15 period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages
16 during employment; failure to provide complete and accurate wage statements; failure to keep
17 complete and accurate payroll records; failure to reimburse necessary business-related expenses; and
18 violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d),
19 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 and the Industrial Welfare Commission
20 Orders.

21 32. “Released Parties” means Defendant Belshire Environmental Services, Inc. and its
22 past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees,
23 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
24 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

25 33. “Request for Exclusion” means a valid and timely written statement submitted by a
26 Class Member requesting to be excluded from the Action.

27 34. “Response Deadline” means the date sixty (60) days after the Settlement Administrator
28 mails Notice to Class Members, which shall be the last date on which Class Members may submit

1 Requests for Exclusion, written Objections to the Settlement, or Workweek Disputes to the Settlement
2 Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday or Federal
3 holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is
4 open. Any Class Members whose Notice is re-mailed by the Settlement Administrator shall have the
5 later of the following deadlines to submit an Request for Exclusion, written Objection, or Workweek
6 Dispute to the Settlement Administrator: (i) forty-five calendar (45) days after the Settlement
7 Administrator re-mails the Notice; or (ii) fifteen (15) calendar days after the original 60-day Response
8 Deadline (“Extended Response Deadline”). If the Extended Response Deadline falls on a Sunday or
9 Federal holiday, the Extended Response Deadline will be extended to the next day on which the U.S.
10 Postal Service is open. The Response Deadline may also be extended by express agreement between
11 Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the Settlement
12 Administrator have the authority to unilaterally extend the deadline for Class Members to submit a
13 Request for Exclusion or Objection to the Settlement.

14 35. “Settlement” means the disposition of the Action pursuant to this Agreement.

15 36. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent that
16 they do not have any financial interest in the Settlement Administrator or otherwise have a relationship
17 with the Settlement Administrator that could create a conflict of interest.

18 37. “Settlement Administration Costs” mean the costs payable from the Gross Settlement
19 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
20 to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class
21 member Workweeks from the information contained in the Class List, calculating each Participating
22 Class Member’s Individual Class Payment, calculating each PAGA Member’s Individual PAGA
23 Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
24 declarations, and other duties and responsibilities set forth herein to process this Settlement. It is
25 currently estimated that Settlement Administration Costs shall not exceed \$10,000.00.

26 38. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and
27 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day for Defendant.

28 ///

RECITALS

39. On March 23, 2022, Plaintiff gave timely written notice to the California Labor Workforce Development Agency of Defendant's alleged violations of the California Labor Code and of her intent to seek civil penalties pursuant to PAGA.

40. On May 31, 2022, Plaintiff filed a putative class action complaint against Defendant in the Superior Court for the State of California, County of Orange entitled *Nadia Estrada v. Belshire Environmental Services, Inc.*, Case No. 30-2022-01262282-CU-OE-CXC, alleging the following eleven (11) causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business and Professions Code §§ 17200, et seq.; and (11) Violation of California Labor Code § 2698, et seq.

41. Defendant denies the allegations in the complaint in the Action and PAGA Notice, denies any failure to comply with the laws identified in in the operative complaints in the Action and PAGA Notice, and denies any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Notice.

42. Following the filing of the Action, the Parties met and conferred with respect to potential resolution of this Action, and agreed to engage in private mediation. Prior to mediation, Class Counsel diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. This investigation included, *inter alia*, the exchange of informal discovery, review of numerous corporate policies and practices, interviewing putative class members regarding the alleged violations, and analyzing a 20% sampling of the time and payroll records for the putative class. Class Counsel's investigation was sufficient to satisfy the criteria for court approval set forth in

1 *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1998) and *Kullar v. Foot Locker Retail,*
2 *Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

3 43. On March 27, 2023, the Parties participated in a private mediation with Steven J.
4 Rottman, Esq., a respected mediator with extensive experience in complex wage and hour litigation.
5 Mr. Rottman's supervision of the mediation and negotiations was critical in managing the expectations
6 of the Parties, and in providing a useful and neutral analysis of the case to both sides. After a full day
7 of negotiations, the Parties reached an agreement to settle this matter on a class-wide basis, the material
8 terms of which are now fully memorialized in this Agreement.

9 44. The settlement discussions during and after mediation were conducted at arms-length,
10 and this Agreement is the result of an informed and detailed analysis of Defendant's potential liability
11 in relation to the costs and risks associated with continued litigation.

12 45. Based on data produced pursuant to formal and informal discovery, as well as Class
13 Counsel's own independent investigation and evaluation, Plaintiff and Class Counsel believe that the
14 Settlement for the consideration and terms set forth in this Agreement is fair, reasonable and adequate,
15 and is in the best interests of the Class in light of all known facts and circumstances.

16 46. This Agreement is made and entered into by and between Plaintiff individually and on
17 behalf of the Settlement Class, and Defendant, and is subject to the terms and conditions hereof, and
18 to the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely for
19 the purpose of compromising significantly disputed claims and that nothing herein is an admission of
20 liability or wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be of
21 no force or effect, and the Parties shall be returned to their original respective positions.

22 **TERMS OF AGREEMENT**

23 NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set
24 forth herein, the Parties agree, subject to the Court's approval, as follows:

25 47. Class Certification for Settlement Purposes Only: Solely for purposes of Settlement of
26 the Action, the Parties stipulate and agree that the requirements for establishing class certification with
27 respect to the Class have been satisfied, and stipulate and agree to certification of the Class. The Parties
28 further agree to the designation of Parker & Minne, LLP and Lawyers for Justice, P.C. as counsel for

1 the Class. Should the Settlement not be approved or is terminated, the fact that the Parties were willing
2 to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
3 admissible in connection with, the issue of whether a class should be certified in a non-settlement
4 context in this Action.

5 48. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all
6 applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of
7 the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the
8 Individual Class Payments, the Class Representative Enhancement Payment, Class Counsel's Fees
9 and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this
10 Agreement. Except for any employer-side taxes due on the Individual Class Payments, or as a result
11 of an increase in the number of workweeks as set forth in Paragraph 49 below, Defendant shall not be
12 required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-
13 reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

14 49. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is
15 based on Defendant's representation that Class Members worked a total of 21,361 Workweeks
16 between May 31, 2018 to March 27, 2023 ("Certified Workweek Amount"). Should the actual number
17 of Workweeks for Class Members between May 31, 2018 to March 27, 2023 exceed the Certified
18 Workweek Amount by more than ten percent (10%) (i.e., Workweeks increased by more than 2,136
19 Workweeks, then the Gross Settlement Amount shall increase proportionally to the percentage
20 increase between the Certified Workweek Amount and the number of actual Workweeks worked by
21 the Class Members (e.g., if the number of Workweeks increases by 11% to 23,711 Workweeks, the
22 Gross Settlement Amount will increase by 1%). In the event this escalator clause is triggered,
23 Defendant shall provide Class Counsel with a declaration which provides: (i) the specific number of
24 Workweeks as of March 27, 2023; and (ii) the total number of Workweeks as of May 31, 2023.

25 50. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the
26 Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount (and all
27 applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by
28 the Settlement Administrator. Defendant shall provide all information necessary for the Settlement

Administrator to calculate necessary payroll taxes. The Settlement Administrator will be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

51. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties to the Labor and Workforce Development Agency; (d) the Class Representative Enhancement Payments; (e) Class Counsel's Fees and Costs; and (f) Settlement Administration Costs.

52. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, i.e. Two Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$262,500.00), plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

53. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class Representative Enhancement Payment is in to recognize the Plaintiff's time, effort and risk in bringing and prosecuting the Action, as well as the General Release of Plaintiff's individual claims against Defendant. Any portion of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

54. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are currently estimated not to exceed \$10,000.00. The Parties acknowledge that Settlement Administration Costs may increase above the current estimate of \$10,000.00 and that any such

additional Settlement Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

55. PAGA Penalties: Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties, or Seventy-Five Thousand Five Hundred Dollars (\$37,500.00), to the California Labor and Workforce Development Agency (“LWDA”). Twelve Thousand Five Hundred Dollars (\$12,500.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties even if they request to be excluded from the class settlement.

56. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members’ Individual Class Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	750,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel’s Fees:	\$	262,500.00
Class Counsel’s Costs:	\$	30,000.00
PAGA Penalties	\$	50,000.00
Settlement Administration Costs:	\$	10,000.00
Estimated Net Settlement Amount	\$	\$390,000.00

57. Individual Class Payment Calculations: Individual Class Payments will be paid from the Net Settlement Amount on a pro-rata basis based on the total Workweeks worked by Participating Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each

Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the payment ratio for each Participating Class Member. Each Participating Class Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payment.

58. Tax Allocation of Individual Class Payments: Individual Class Payments will be allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Class Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator

59. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a pro-rata basis based on the total Workweeks worked by PAGA Members during the PAGA Period. Specifically, the Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment ratio will then be multiplied by the 25% employee portion of the PAGA Penalties to calculate each PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive an Individual PAGA Payment regardless of whether submit a Request for Exclusion.

60. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not subjected to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

61. No Credit Toward Benefit Plans: The Individual Class Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

1 62. Settlement Administration Process: The Parties agree to cooperate in the administration
2 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
3 incurred in administration of the Settlement. The Settlement Administrator will provide the following
4 services:

- 5 a) Establish and maintain a Qualified Settlement Fund.
- 6 b) Calculate the Individual Class Payment each Participating Class Member is
7 eligible to receive.
- 8 c) Calculate the Individual PAGA Payment each PAGA Member shall receive.
- 9 d) Print and mail the Notice in both Spanish and English.
- 10 e) Conduct additional address searches for mailed Notices that are returned as
11 undeliverable.
- 12 f) Process Objections and Requests for Exclusion.
- 13 g) Field inquiries from Class Members.
- 14 h) Print and issue and issue Settlement Payment Checks.
- 15 i) Prepare IRS W2 and 1099 Tax Forms and any other filings required by any
16 governmental taxing authority.
- 17 j) Provide declarations and/or other information to this Court as requested by the
18 Parties and/or the Court.
- 19 k) Provide weekly status reports to counsel for the Parties.
- 20 l) Posting copies of the operative Complaint, Settlement, Notice, Preliminary
21 Approval Order, and Final Approval Order and Judgment online at Settlement
22 Administrator's website.

23 63. Delivery of the Class List: Within twenty-one (21) calendar days of Preliminary
24 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material
25 term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the
26 Agreement.

27 64. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the
28 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members

via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

65. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have until their Extended Response Deadline, as set forth in paragraph 34 above, to submit a Request for Exclusion, Objection, or Workweek Dispute to the Settlement Administrator via mail, facsimile, or email.

66. Notice: All Class Members will be mailed a Notice in English and Spanish, substantially in the form attached hereto as Exhibit A. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual Class Payment and the formula for calculating Individual Class Payments; (f) each PAGA Members' estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (g) the dates which comprise the Class Period; (h) the deadlines by which the Class Member must email, fax, or postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval hearing.

67. Disputed Information on Notice: Class Members will have an opportunity to dispute the number of Workweeks credited to them in their Notice. Any Class Member wishing to dispute the Workweeks reported in their Notice must provide a written dispute to the Settlement Administrator by the Response Deadline (or, in the event the Notice is re-mailed, by the Extended Response Deadline

as set forth in paragraph 34, above) via email, facsimile or mail. The written dispute must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number; (b) a statement explaining why they believe the number of Workweeks in their Notice is inaccurate; and (c) any evidence showing that the number of Workweeks credited to them in their Notice is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Class Payments to which the Class Member may be entitled. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the determine the Workweeks for each Class Member during the Class Period, based on the information provided to it. The Court retains authority to review the Administrator's decisions on any such disputes.

68. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to email, fax, or postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not emailed, faxed, or postmarked within that period, it will be deemed untimely.

69. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Action must sign and return a written Request for Exclusion to the Settlement Administrator by the Response Deadline (or, in the event the Notice is re-mailed, by the Extended Response Deadline as set forth in paragraph 34, above) via email, facsimile or mail. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class

1 Member's Social Security number and/or the Employee ID number and (b) a clear statement
2 requesting to be excluded from the settlement of the class claims similar to the following: "I wish to
3 exclude myself from the class settlement reached in the matter of *Estrada v. Belshire Environmental*
4 *Services, Inc.* I understand that by excluding myself, I will not receive money from the settlement of
5 my individual claims." The date of the email, fax, or postmark will be the exclusive means to determine
6 whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be
7 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's
8 Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request
9 exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is
10 granted final approval by the Court. The Court shall ultimately decide the validity and authenticity of
11 all Requests for Exclusion submitted by Class Members. The Request for Exclusion shall not be
12 effective as to the release of claims arising under the Private Attorneys General Act.

13 70. Defendant's Right to Rescind: If more than ten percent (10%) of the Class Members
14 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its
15 election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby
16 null and void. Defendant must meet and confer with Class Counsel prior to exercising this right. If
17 Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all
18 Settlement Administration Costs incurred to the date of rescission.

19 71. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member
20 who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for
21 Exclusion will be bound by all of its terms, including those pertaining to the Released Claims, as well
22 as any Final Approval Order and Judgment that may be entered by the Court if it grants final approval
23 to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Final
24 Approval Order and Judgment or release. The names of Class Members who have opted-out of the
25 settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the proposed
26 Final Approval Order and Judgment submitted to the Court.

27 72. Objection Procedures: To object to the Settlement, a Participating Class Member must
28 email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response

1 Deadline (or, in the event the Notice is re-mailed, by the Extended Response Deadline as set forth in
2 paragraph 34, above). The Objection must be signed by the Participating Class Member and contain
3 all information required by this Settlement Agreement including the employees full name, address,
4 telephone number, the last four digits of their social security number and/or Employee ID number, and
5 the specific reason including any legal grounds for the Participating Class Members' Objection. The
6 email, facsimile, or postmark date will be deemed the exclusive means for determining that the Notice
7 of Objection is timely. Participating Class Members who fail to object in the manner specified above
8 will be foreclosed from making a written Objection, but shall still have a right to appear at the Final
9 Approval Hearing in order to have their objections heard by the Court. The Court shall retain final
10 authority as to the consideration and admissibility of any and all objections to the Settlement. At no
11 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class
12 Members to submit written Objections to the Settlement or appeal from the Final Approval Order and
13 Judgment. Class Counsel will not represent any Class Members with respect to any Objections to this
14 Settlement.

15 73. Reminders: Not earlier than twenty (20) days or later than thirty (30) days after the
16 initial mailing, the Settlement Administrator will send a Reminder Postcard to all Class Members who
17 have not returned a Request for Exclusion. All Reminder Postcards will include the Response
18 Deadline, and the contact information for Class Counsel and the Settlement Administrator.

19 74. Weekly Reports Regarding Settlement Administration: The Settlement Administrator
20 will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number
21 of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices
22 returned and re-mailed; and (c) whether any Class Member has submitted any Objections, Requests
23 for Exclusions, or any challenges to any information contained in the Notice. Additionally, the
24 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
25 administration of the Settlement Agreement as needed or requested.

26 75. Compliance Declaration by Settlement Administrator: Within two weeks of the
27 Response Deadline, the Settlement Administrator will provide to a signed declaration to Class Counsel
28 and Defendant's counsel attesting to its due diligence and compliance with all of its obligations under

1 this Agreement, including, but not limited to, the mailing of Notice, the Notices returned as
2 undelivered, the re-mailing of Notices, attempts to locate Class Members, the names of the individuals
3 who submitted timely and valid Requests for Exclusion from Settlement, and the number of written
4 Objections to the Settlement. The Administrator shall also provide to Class Counsel and Defense
5 Counsel authenticated copies of every written Objection and Request for Exclusion that it received.
6 The Administrator shall also provide a copy of its final invoice to Class Counsel and Defense Counsel
7 for submission in conjunction with Plaintiff's Motion for Final Approval. The Administrator will
8 supplement its declaration as needed or requested by the Parties and/or the Court.

9 76. Payment Schedule for All Court Approved Settlement payments: Within three (3)
10 business days of the Court granting Final Approval, the Settlement Administrator will calculate all
11 payments due, and shall provide Defendant's Counsel and Class Counsel with a report on all
12 disbursements to be made under the Settlement.

13 77. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to
14 Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty
15 (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her
16 Individual Class Payment check or Individual PAGA Payment check within 180 days, the uncashed
17 funds, subject to Court approval, shall be distributed to the Controller of the State of California to be
18 held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of
19 those Participating Class Members and PAGA Members who did not cash their checks until such time
20 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"
21 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to
22 Participating Class Members and PAGA Members, whether or not they all cash their Individual Class
23 Payment checks or Individual PAGA Payment checks. Therefore, Defendant will not be required to
24 pay any interest on such amounts. The Individual Class Payment checks provided to Participating
25 Class Members and Individual PAGA Payment checks provided to PAGA Members shall prominently
26 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty
27 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
28 Class Payment and/or Individual PAGA Payment. Expired Individual Class Payments and expired

Individual PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

78. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

79. Final Distribution Report and Declaration by Settlement Administrator: Within 10 days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration under oath suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator's Declaration with the Court.

80. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

81. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be

1 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31
2 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its
3 own, independent legal and tax counsel for advice (including tax advice) in connection with this
4 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party
5 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication
6 or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
7 on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any
8 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
9 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
10 treatment or tax structure of any transaction, including any transaction contemplated by this
11 Agreement.

12 82. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
13 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
15 of action or right herein released and discharged.

16 83. Release by Participating Class Members: Upon the complete funding of the Gross
17 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class
18 Members shall fully release and discharge the Released Parties from any and all Released Class Claims
19 for the Class Period. This release shall be binding on all Participating Class Members.

20 84. Release by PAGA Members, the LWDA and the State of California: Upon the complete
21 funding of the Gross Settlement Amount, all PAGA Members, the LWDA, and State of California
22 shall fully release and discharge the Released Parties from any and all Released PAGA Claims for the
23 PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant
24 to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), all PAGA Members shall release claims
25 arising under PAGA regardless of their decision to participate in the class settlement. PAGA Members
26 who exclude themselves from the settlement of class claims, shall still receive an Individual PAGA
27 Payment and release all claims for penalties pursuant to the PAGA during the PAGA Period.

28 85. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross

1 Settlement Amount, Plaintiff agrees—on behalf of herself only—to the additional following General
2 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiff hereby
3 fully releases the Released Parties from any and all Released Claims and also generally releases and
4 discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights,
5 or liabilities of any kind which have been or could have been asserted against the Released Parties
6 arising out of or relating to her employment by Defendant, including but not limited to claims for
7 wages, restitution, or penalties. This release specifically includes any and all claims, demands,
8 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and
9 costs (except provided by the Settlement Agreement) relating to or in any way connected with the
10 matters referred to herein, whether or not known or suspected to exist, and whether or not specifically
11 or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by
12 California Civil Code Section 1542, which provides:

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

18 **Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has**
19 **or may have that are not waivable by law, including claims for unemployment insurance,**
20 **disability, social security, and workers compensation (with the exception of claims arising**
21 **pursuant to California Labor Code Sections 132(a) and 4553), and the right to receive benefits**
22 **under any retirement plan.**

23 86. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting
24 policy regarding any future employment references related to Plaintiff. Specifically, should Plaintiff
25 seek an employment reference from Defendant, Plaintiff must direct all such inquiries to Defendant’s Human
26 Resources department. Defendant shall communicate to any prospective employer Plaintiff’s title and dates of
27 employment, and no characterization of employment or separation from employment will be provided.

28 87. Preliminary Approval Hearing: Promptly upon execution of this Settlement

1 Agreement, Plaintiff shall file a Motion for Preliminary Approval requesting the entry of an order as
2 follows:

- 3 a. Granting preliminary approval of the Settlement Agreement
- 4 b. Certifying the Class for the purpose of Settlement;
- 5 c. Approving, as to form and content, the proposed Notice;
- 6 d. Approving the manner and method for Class Members to request exclusion from
7 the Stipulation of Settlement as contained herein and within the Notice;
- 8 e. Directing the mailing of the Notice and Reminder Postcards to the Class
9 Members, in accordance with the Agreement; and
- 10 f. Setting a date for a Final Approval/Settlement Fairness Hearing.

11 In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which
12 sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A.
13 Defendant agree that they will not oppose Plaintiff's motion for preliminary approval or delay the
14 hearing thereon.

15 88. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
16 deadlines to email, fax, or postmark Requests for Exclusion or Objections to the Settlement
17 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
18 conducted to determine the Final Approval of the Settlement Agreement along with the amounts
19 properly payable for: (a) Individual Class Payments; (b) PAGA Penalties; (c) the Attorneys' Fees and
20 Costs; (d) the Class Representative Enhancement Payments; and (e) the Settlement Administration
21 Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final
22 Approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application
23 to be heard at the final approval hearing and shall submit to the Court a Proposed Final Approval Order
24 as follows:

- 25 a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and
26 adequate, and directing consummation of its terms and provisions;
- 27 b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- 28 c. Approving the Class Representative Enhancement Payments to Plaintiff;

- 1 d. Setting a date when the parties shall report to the Court the total amount that was
2 actually paid to the Class Members; and
3 e. Entering Final Approval Order and Judgment in this Action consistent with this
4 Agreement.

5 Defendant agrees that it will not oppose Plaintiff's Motion for Final Approval and Attorneys' Fees
6 and Costs.

7 89. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the
8 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Final
9 Approval Order and Judgment to the Court for its approval. After entry of the Final Approval Order
10 and Judgment, the Court will have continuing jurisdiction pursuant to Code of Civil Procedure § 664.6
11 and California Rules of Court, Rule 3.769(h) for purposes of addressing: (a) the interpretation and
12 enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
13 judgment matters as may be appropriate under court rules or as set forth in this Settlement.

14 90. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendant's
15 counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the
16 Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement as
17 provided herein; (b) the Court strikes or does not approve any material term of this Settlement
18 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any
19 other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will
20 be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties
21 shall be returned to their original respective positions prior to the Settlement and shall proceed in all
22 respects as if this Settlement Agreement had not been executed. Any order or judgment entered by the
23 Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
24 Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve
25 any issues raised by the Court prior to invoking their right to nullify the Settlement under this
26 provision. The Parties further agree that they will return to and attend mediation with Monique Ngo-
27 Bonnici in an effort to reach a settlement that may be approved by the Court.

28 91. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set

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 92. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the
4 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
5 may be deemed binding on the Parties.

6 93. Amendment or Modification: This Settlement Agreement may be amended or modified
7 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 94. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
9 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
10 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
11 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
12 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
13 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are
14 unable to reach agreement on the form or content of any document needed to implement the
15 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
16 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

17 95. Binding on Successors and Assigns: This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 96. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
20 will be governed by and interpreted according to the laws of the State of California.

21 97. Execution and Counterparts: This Settlement Agreement is subject only to the
22 execution of all Parties. However, the Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
24 the signature page, will be deemed to be one and the same instrument provided that counsel for the
25 Parties will exchange among themselves original signed counterparts.

26 98. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this
27 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
28 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into

1 account all relevant factors, present and potential. The Parties further acknowledge that they are each
2 represented by competent counsel and that they have had an opportunity to consult with their counsel
3 regarding the fairness and reasonableness of this Settlement.

4 99. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid,
5 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
6 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

7 100. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class
8 certification for purposes of this Settlement only; except, however, that either party may appeal any
9 court order that materially alters the Settlement Agreement's terms.

10 101. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate
11 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
12 not approved, the stipulation to certification will be void. The Parties further agree that certification
13 for purposes of the Settlement is not an admission that class action certification is proper under the
14 standards applied to contested certification motions and that this Agreement will not be admissible in
15 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
16 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

17 102. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
19 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
20 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
21 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
22 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
23 conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions,
24 nor any of the negotiations connected with it, shall be construed as an admission or concession by
25 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
26 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
27 shall not be offered or received as evidence in any action or proceeding to establish any liability or
28 admission on the part of Defendant or to establish the existence of any condition constituting a

violation of, or a non-compliance with, federal, state, local or other applicable law.

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

104. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

107. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

108. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

109. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate in seeking court approval of the Settlement.

110. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel,

1 Defendant and its counsel agree that they will not issue any press releases, initiate any contact with
2 the press, respond to any press inquiry or have any communication with the press about the fact,
3 amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit
4 Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of
5 business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit
6 Class Counsel's communications with the Class Members in furtherance of approval of this
7 Settlement. Furthermore, nothing in this provision shall be construed as preventing Class Counsel
8 from referring to the Settlement or the Action in support of their adequacy as counsel for putative class
9 or to justify an award of attorneys' fees.

10 111. Binding Agreement: The Parties warrant that they understand and have full authority
11 to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable
12 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any
13 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
14 otherwise might apply under federal or state law.

15
16 [Signatures on following page]
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28

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: 10/12/2023

By:


Nadia Estrada (Oct 12, 2023 19:26 PDT)

Plaintiff Nadia Estrada

4
5
6 Dated:

By:

Name: Karen Cass

Title: President

For Defendant Belshire Environmental Services,
Inc.

7
8
9
10
11 **APPROVED AS TO FORM ONLY:**

12
13 Dated: 10/12/2023

PARKER & MINNE, LLP

14
15 By:



S. Emi Minne

Attorneys for Plaintiff Nadia Estrada

16
17 Dated:

O'HAGAN MEYER LLP

18
19 By:

Katherine C. DenBleyker

Attorneys for Defendant

Belshire Environmental Services

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated:

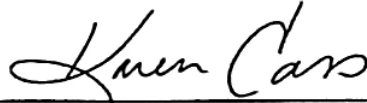
By:

Plaintiff Nadia Estrada

4
5
6 Dated:

10/24/23

By:



Name: Karen Cass

Title: President

For Defendant Belshire Environmental Services,
Inc.

7
8
9
10
11 **APPROVED AS TO FORM ONLY:**

12
13 Dated:

PARKER & MINNE, LLP

14
15 By:

S. Emi Minne

Attorneys for Plaintiff Nadia Estrada

16
17 Dated:

October 25, 2023

O'HAGAN MEYER LLP

18
19 By:



Katherine C. DenBleyker

Attorneys for Defendant

Belshire Environmental Services

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Nadia Estrada v. Belshire Environmental Services, Inc.

Orange County Superior Court, Case No. 30-2022-01262282-CU-OE-CXC

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former non-exempt or hourly-paid employees who are or were employed by Belshire Environmental Services, Inc. in the State of California at any time from May 31, 2018, through May 31, 2023.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Belshire Environmental Services, Inc. (“Defendant”) on May 31, 2022 in the Orange County Superior Court, Case No. 30-2022-01262282-CU-OE-CXC (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Plaintiff alleges that Defendant failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed during and upon termination of their employment, did not provide accurate wage statements, failed to maintain required payroll records, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant expressly denies any wrongdoing or liability to Plaintiff or any current or former non-exempt employee of Defendant. Defendant is confident that it has strong legal and factual defenses to the above claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct has been lawful at all times relevant, that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Nadia Estrada, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former non-exempt or hourly-paid employees who are or were employed by Defendant in the State of California at any time from May 31, 2018 through May 31, 2023. All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). This Settlement is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Nadia Estrada as the Class Representative, and appointed their attorneys at Parker & Minne, LLP and Lawyers for Justice, PC as counsel for the Class (“Class Counsel”). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt or hourly-paid employee in the state of California at any time between May 31, 2018 through May 31, 2023.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Class Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Class Settlement Amount or Two Hundred Sixty-Two Thousand Five Hundred Dollars (\$262,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed Ten Thousand Dollars (\$10,000.00); and
- E. **PAGA Penalties** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to hourly-paid, non-exempt employees of Defendant in the state of California at any time from March 23, 2021, to May 31, 2023 (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from May 31, 2018 through May 31, 2023 (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 25% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as an hourly-paid, non-exempt employee of Defendant from March 23, 2021, through May 31, 2023. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

5. How Much Will I Receive From the Settlement?

According to Defendant’s Records, you worked:

[] workweeks during the Class Period (May 31, 2018, through May 31, 2023); and
[] workweeks during the PAGA Period (March 23, 2021, through May 31, 2023).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$_____, and your Individual PAGA Payment (if applicable) is estimated to be \$_____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment, and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must submit a written dispute to the Settlement Administrator. The written dispute must include: (i) your name, address, telephone number, and last four digits of your social security number and/or employee ID number; (ii) a state explaining why you believe the number of workweeks listed in this notice; and (iii) any documentation you have supporting such dispute. All disputes regarding workweeks must be mailed, emailed, or faxed to the Settlement Administrator **by no later than [DATE]**. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator. The Court may review the Administrator's decision on any workweek disputes.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator's contact information is listed below:

ILYM GROUP
[Address]
[Telephone No].
[Fax No.]
[Email Address]

6. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Belshire Environmental Services, Inc. and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative Complaint in this

action, including the following claims: (i) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, et seq. based on violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800, and 2802. The Released Class Claims pertains to the period of May 31, 2018, through May 31, 2023.

In addition, All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802 and the Industrial Welfare Commission Order ("Released PAGA Claims"). The Released PAGA Claims pertains to the period of March 23, 2021, through May 31, 2023. All PAGA Members will have been deemed to have released the Released PAGA Claims against the Released Parties irrespective of whether they submit a request for exclusion from the Class settlement.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Estrada v. Belshire Environmental Services, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement."

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail **by [Response Deadline]**. You cannot exclude yourself by phone.

ILYM Group
[Address]
[Telephone No.
[Fax No.]
[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant and/or the Released Parties, regarding the Released Class Claims. The Court will ultimately decide the validity and authenticity of any requests to be excluded from the Settlement.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from the Settlement?

No (except if you worked between May 23, 2021, through May 31, 2023, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP and LAWYERS FOR JUSTICE, P.C. as counsel for the Class for Settlement purposes. The firms' contact information is:

PARKER & MINNE, LLP
S. Emi Minne
Jill J. Parker
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
410 West Arden Avenue, Suite 203
Glendale, California 91023
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Class Counsel will ask the Court for attorneys' fees of up to \$262,500.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator **no later than [DATE]**. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing at _____ a.m./p.m. on _____, in Department CX103 of the Orange County Superior Court, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, and make an objection at that time, regardless of whether you submitted a written objection. The Court has final authority as to the consideration and admissibility of any objections to the Settlement.

13. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at _____ a.m./p.m. on _____, in Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. The link for remote appearances can be found by clicking on the link for Department CXC103 at <https://www.occourts.org/media-relations/aci.html>. A copy of the Court’s tentative ruling on the Motion for Final Approval may be posted at <https://www.occourts.org/directory/civil/tentative-rulings/>. Tentative rulings are typically posted the day before the hearing.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.ilymgroup.com.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, as well as other important documents in the case, such as the operative Complaint, this notice, and the Court’s order granting preliminary approval of the Settlement, from the Settlement Administrator’s website at [Insert URL], or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also download copies of the Settlement Agreement by accessing the Court’s Case Access Portal at <https://www.occourts.org/online-services/case-access/>, and searching for case number 30-2022-01262282-CU-OE-CXC. If you use the Court’s Case Access Portal, the Settlement Agreement is attached as Exhibit 1 to the Supplemental Declaration of S. Emi Minne in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK
OF THE COURT OR THE JUDGE**

EXHIBIT 2

LAWYERS FOR JUSTICE[®]

March 23, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: BELSHIRE ENVIRONMENTAL SERVICES, INC.

Dear Representative:

We have been retained to represent Nadia Krystal Estrada Terrazas against Belshire Environmental Services, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Belshire Environmental Services”) for violations of California wage-and-hour laws. Ms. Estrada Terrazas seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Ms. Estrada Terrazas seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Belshire Environmental Services employed Ms. Estrada Terrazas as an hourly-paid, non-exempt employee from approximately February 2021 to approximately September 2021, in the State of California.

The “aggrieved employees” that Ms. Estrada Terrazas may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Belshire Environmental Services has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 9-2001.

Belshire Environmental Services required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest

breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, providing work status to supervisors, responding to work-related inquiries, calling gas stations and agencies, searching for documents, printing documents, uploading pictures for each site, updating mileage, unloading equipment, ensuring oil spills are cleaned up, training personnel, and fixing machines.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Estrada Terrazas and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Estrada Terrazas and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Belshire Environmental Services required Ms. Estrada Terrazas and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Belshire Environmental Services also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Belshire Environmental Services failed to pay Ms. Estrada Terrazas and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Belshire Environmental Services failed to pay Ms. Estrada Terrazas and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Belshire Environmental Services did not provide Ms. Estrada Terrazas and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Belshire Environmental Services were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Estrada Terrazas and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Estrada Terrazas and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Estrada Terrazas and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Estrada Terrazas and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Estrada Terrazas and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Belshire Environmental Services failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Estrada Terrazas and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the

employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Belshire Environmental Services failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Belshire Environmental Services did not provide Ms. Estrada Terrazas and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Belshire Environmental Services failed to pay Ms. Estrada Terrazas and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Estrada Terrazas and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Belshire Environmental Services failed to pay Ms. Estrada Terrazas and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Estrada Terrazas and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Estrada Terrazas and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Belshire Environmental Services. These costs include, but are not limited to, purchasing and maintenance of clothing in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Estrada Terrazas seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be

assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Belshire Environmental Services, Inc.
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd Ste 700
Glendale, CA 91203

Belshire Environmental Services, Inc.
c/o Andrew H. Woo
LITTLER MENDELSON P.C.
Attorney
5200 North Palm Avenue, Suite 302
Fresno, CA 93704-2225

EXHIBIT 3

Emi@parkerminne.com

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, June 1, 2023 8:53 AM
To: emi@parkerminne.com
Subject: Thank you for your Proposed Settlement Submission

06/01/2023 08:52:16 AM

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 4

Emi@parkerminne.com

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, December 6, 2023 9:22 AM
To: emi@parkerminne.com
Subject: Thank you for your Court Order or Judgment Submission

12/06/2023 09:21:24 AM

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

Item submitted: Court Order or Judgment

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 5

PARKER & MINNE, LLP

Attorney Time Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Atty	Description of Work Performed	Time	Rate	Total
Attorney - Jill Parker					
7/8/2022	JP	Review file	3.0	\$750.00	\$2,250.00
7/14/2022	JP	Confer w/ EM re: case	1.0	\$750.00	\$750.00
9/15/2022	JP	Strategy conference w/ EM	0.4	\$750.00	\$300.00
1/9/2023	JP	Strategy conference w/ EM	1.0	\$750.00	\$750.00
3/3/2023	JP	Strategy conference w/ EM	1.0	\$750.00	\$750.00
3/24/2023	JP	Prepare for mediation	1.5	\$750.00	\$1,125.00
3/27/2023	JP	Attend mediation	7.0	\$750.00	\$5,250.00
4/29/2023	JP	Emails to/from EM re: long form settlement agreement	0.2	\$750.00	\$150.00
2/23/2024	JP	Confer w/ EM re: motion for final approval	0.3	\$750.00	\$225.00
Total - Jill Parker			15.4		\$11,550.00

Attorney - S. Emi Minne

7/11/2022	EM	Review file	3.0	\$750.00	\$2,250.00
7/14/2022	EM	Confer w/ JP re: case	1.0	\$750.00	\$750.00
7/20/2022	EM	Factual research and investigation re: Defendant's corporate structure, financials, and litigation history	3.0	\$750.00	\$2,250.00
7/28/2022	EM	Prepare internal memorandum re: case	1.5	\$750.00	\$1,125.00
9/13/2022	EM	Send introductory email to OC Nima Darouian & Joseph Ramli	0.2	\$750.00	\$150.00
9/15/2022	EM	Strategy conference w/ JP	0.4	\$750.00	\$300.00
9/19/2022	EM	Draft Joint CMC Statement	0.5	\$750.00	\$375.00
9/19/2022	EM	Emails to/from Arman Marukayn (Co-Counsel)	0.2	\$750.00	\$150.00
9/20/2022	EM	Draft Joint CMC Statement	1.0	\$750.00	\$750.00
9/20/2022	EM	Email to OC re: Draft Joint CMC Statement	0.1	\$750.00	\$75.00
9/27/2022	EM	Emails to/from Arman Marukayn (Co-Counsel)	0.1	\$750.00	\$75.00
10/5/2022	EM	Emails to/from OC Nima Darouian re: Joint CMC Statement	0.1	\$750.00	\$75.00
10/5/2022	EM	Review Defendant's revisions to Joint CMC Statement	0.2	\$750.00	\$150.00
10/10/2022	EM	Revise & finalize Joint CMC Statement	0.5	\$750.00	\$375.00
11/16/2022	EM	Call w/ Nadia Estrada	0.8	\$750.00	\$600.00
12/23/2022	EM	Draft Joint Status Report	0.5	\$750.00	\$375.00
12/23/2022	EM	Email to OC Nima Darouian & Joseph Ramli re: Joint Status	0.1	\$750.00	\$75.00
1/3/2023	EM	Emails to/from OC Joseph Rami re: Joint Status Report	0.1	\$750.00	\$75.00
1/4/2023	EM	Finalize Joint Status Report	0.4	\$750.00	\$300.00
1/5/2023	EM	Review file; update internal memorandum	0.5	\$750.00	\$375.00
1/9/2023	EM	Strategy conference w/ JP	1.0	\$750.00	\$750.00
1/17/2023	EM	Review minute order re: CMC	0.2	\$750.00	\$150.00

PARKER & MINNE, LLP

Attorney Time Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Atty	Description of Work Performed	Time	Rate	Total
2/23/2023	EM	Emails to/from OC Nima Darouian re: informal discovery	0.2	\$750.00	\$150.00
2/25/2023	EM	Research re: environmental regulation compliance industry and potential exemptions	2.3	\$750.00	\$1,725.00
3/3/2023	EM	Strategy conference w/ JP	1.5	\$750.00	\$1,125.00
3/3/2023	EM	Update internal memorandum	0.5	\$750.00	\$375.00
3/6/2023	EM	Review correspondence from OC Nima Darouian re: informal discovery	0.2	\$750.00	\$150.00
3/6/2023	EM	Initial review of informal discovery production by Defendant	2.0	\$750.00	\$1,500.00
3/6/2023	EM	Emails to/from Berger Consulting (Expert) re: time/payroll data analysis	0.7	\$750.00	\$525.00
3/7/2023	EM	Emails to/from Berger Consulting (Expert) re: time/payroll data analysis	0.4	\$750.00	\$300.00
3/7/2023	EM	Email to OC Nima Darouian re: informal discovery	0.1	\$750.00	\$75.00
3/8/2023	EM	Review email from OC Nima Darouian re: informal discovery	0.1	\$750.00	\$75.00
3/8/2023	EM	Review of informal discovery production by Defendant	2.5	\$750.00	\$1,875.00
3/8/2023	EM	Call w/ Nadia Estrada	1.2	\$750.00	\$900.00
3/8/2023	EM	Emails to/from Berger Consulting (Expert) re: time/payroll data analysis	0.2	\$750.00	\$150.00
3/9/2023	EM	Review email from Berger Consulting (Expert) re: time/payroll data	0.1	\$750.00	\$75.00
3/14/2023	EM	Review time/payroll data analysis from Berger Consulting (Expert)	1.5	\$750.00	\$1,125.00
3/15/2023	EM	Review informal discovery production by Defendant	1.6	\$750.00	\$1,200.00
3/15/2023	EM	Email to OC Nima Darouian re: MOU	0.1	\$750.00	\$75.00
3/15/2023	EM	Emails to/from Berger Consulting (Expert) re: time/payroll data analysis	0.3	\$750.00	\$225.00
3/15/2023	EM	Legal research for mediation	1.5	\$750.00	\$1,125.00
3/15/2023	EM	Drafting mediation brief	1.6	\$750.00	\$1,200.00
3/15/2023	EM	Call w/ Nadia Estrada	1.0	\$750.00	\$750.00
3/16/2023	EM	Review informal discovery production by Defendant	1.4	\$750.00	\$1,050.00
3/16/2023	EM	Legal research for mediation; factual research and investigation re: Defendant's operations and structure	3.4	\$750.00	\$2,550.00
3/16/2023	EM	Drafting mediation brief	2.0	\$750.00	\$1,500.00
3/17/2023	EM	Drafting mediation brief	4.9	\$750.00	\$3,675.00
3/18/2023	EM	Drafting damages analysis	3.0	\$750.00	\$2,250.00
3/19/2023	EM	Revise mediation brief & damages analysis	2.5	\$750.00	\$1,875.00
3/20/2023	EM	Finalize mediation brief & damages analysis	0.9	\$750.00	\$675.00
3/20/2023	EM	Emails to/from Steven Rottman (mediator)	0.1	\$750.00	\$75.00

PARKER & MINNE, LLP

Attorney Time Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Atty	Description of Work Performed	Time	Rate	Total
3/21/2023	EM	Draft Memorandum of Understanding	1.4	\$750.00	\$1,050.00
3/21/2023	EM	Email to OC Nima Darouian re: MOU	0.1	\$750.00	\$75.00
3/26/2023	EM	Prepare for mediation	4.0	\$750.00	\$3,000.00
3/27/2023	EM	Attend mediation	7.0	\$750.00	\$5,250.00
3/28/2023	EM	Review Dept. CX103 guidelines on class action settlements	0.5	\$750.00	\$375.00
3/28/2023	EM	Drafting long form settlement agreement	1.7	\$750.00	\$1,275.00
3/28/2023	EM	Call w/ Nadia Estrada	0.5	\$750.00	\$375.00
3/28/2023	EM	Email to ILYM re: administration bid	0.1	\$750.00	\$75.00
3/28/2023	EM	Email to Phoenix re: administration bid	0.1	\$750.00	\$75.00
3/28/2023	EM	Update internal memorandum	0.5	\$750.00	\$375.00
3/29/2023	EM	Review administration bid from ILYM	0.2	\$750.00	\$150.00
3/29/2023	EM	Review administration bid from Phoenix	0.2	\$750.00	\$150.00
3/30/2023	EM	Drafting long form settlement agreement	1.7	\$750.00	\$1,275.00
4/1/2023	EM	Drafting long form settlement agreement	0.3	\$750.00	\$225.00
4/1/2023	EM	Drafting Class Notice	1.7	\$750.00	\$1,275.00
4/3/2023	EM	Revise long form settlement agreement & Class Notice	1.0	\$750.00	\$750.00
4/3/2023	EM	Email to OC Nima Darouian re: long form settlement agreement	0.1	\$750.00	\$75.00
4/18/2023	EM	Emails to/from OC Nima Darouian re: long form settlement	0.1	\$750.00	\$75.00
4/20/2023	EM	Review OC's revisions to long form settlement agreement	0.5	\$750.00	\$375.00
4/20/2023	EM	Email to OC Nima Darouian re: long form settlement agreement	0.1	\$750.00	\$75.00
4/25/2023	EM	Emails to/from OC Nima Darouian re: long form settlement agreement	0.1	\$750.00	\$75.00
4/26/2023	EM	Email to OC Nima Darouian re: long form settlement agreement	0.1	\$750.00	\$75.00
4/28/2023	EM	Drafting Decl. of Nadia Estrada ISO Motion for Preliminary Approval	1.1	\$750.00	\$825.00
4/29/2023	EM	Email to Joanna Ghosh (Co-Counsel)	0.1	\$750.00	\$75.00
4/29/2023	EM	Review email from OC Nima Darouian re: long form settlement agreement	0.1	\$750.00	\$75.00
4/29/2023	EM	Emails to/from JP re: long form settlement agreement	0.2	\$750.00	\$150.00
5/1/2023	EM	Call w/ Nadia Estrada	0.8	\$750.00	\$600.00
5/2/2023	EM	Review signed agreement from client	0.1	\$750.00	\$75.00
5/4/2023	EM	Review OC's further revisions to Class Notice	0.3	\$750.00	\$225.00
5/4/2023	EM	Emails to/from OC Nima Darouian re: long form settlement agreement	0.3	\$750.00	\$225.00
5/4/2023	EM	Review fully executed long form agreement	0.1	\$750.00	\$75.00
5/5/2023	EM	Further revise Class Notice	0.3	\$750.00	\$225.00

PARKER & MINNE, LLP

Attorney Time Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Atty	Description of Work Performed	Time	Rate	Total
5/5/2023	EM	Emails to/from OC Nima Darouian re: revisions to Class Notice	0.2	\$750.00	\$150.00
5/5/2023	EM	Email to Yasmin Hosseini (Co-Counsel)	0.1	\$750.00	\$75.00
5/8/2023	EM	Review email from Yasmin Hosseini (Co-Counsel)	0.1	\$750.00	\$75.00
5/8/2023	EM	Draft Joint Status Report	0.5	\$750.00	\$375.00
5/8/2023	EM	Email to OC Nima Darouian re: Joint Status Report	0.1	\$750.00	\$75.00
5/8/2023	EM	Email to ILYM re: Declaration for Motion for Preliminary Approval	0.1	\$750.00	\$75.00
5/8/2023	EM	Emails to/from Yasmin Hosseini (Co-Counsel)	0.1	\$750.00	\$75.00
5/9/2023	EM	Finalize Joint Status Report	0.3	\$750.00	\$225.00
5/9/2023	EM	Review notice of substitution	0.1	\$750.00	\$75.00
5/9/2023	EM	Emails to/from ILYM re: Declaration for Motion for Preliminary Approval	0.1	\$750.00	\$75.00
5/9/2023	EM	Review ILYM Declaration ISO Motion for Preliminary Approval	0.3	\$750.00	\$225.00
5/10/2023	EM	Emails to/from Arman Marukayn (Co-Counsel)	0.2	\$750.00	\$150.00
5/10/2023	EM	Drafting Motion for Preliminary Approval	3.0	\$750.00	\$2,250.00
5/10/2023	EM	Drafting Declaration of S. Emi Minne ISO Motion for Preliminary Approval	3.5	\$750.00	\$2,625.00
5/15/2023	EM	Review Minute Order on Status Conference	0.1	\$750.00	\$75.00
5/17/2023	EM	Email to Yasmin Hosseini (Co-Counsel)	0.1	\$750.00	\$75.00
5/17/2023	EM	Research re: Dept. CX103 requirements for preliminary approval	0.5	\$750.00	\$375.00
5/18/2023	EM	Review email from Yasmin Hosseini (Co-Counsel)	0.1	\$750.00	\$75.00
5/26/2023	EM	Drafting Motion for Preliminary Approval	3.5	\$750.00	\$2,625.00
5/27/2023	EM	Drafting Proposed Order Granting Preliminary Approval	1.0	\$750.00	\$750.00
5/30/2023	EM	Email to Yasmin Hosseini (Co-Counsel)	0.1	\$750.00	\$75.00
5/31/2023	EM	Review email from Yasmin Hosseini (Co-Counsel)	0.1	\$750.00	\$75.00
5/31/2023	EM	Review Declaration of Joanna Ghosh ISO Motion for Preliminary Approval	0.3	\$750.00	\$225.00
5/31/2023	EM	Revise Motion for Preliminary Approval, Declaration of S. Emi Minne ISO Motion for Preliminary Approval, and Proposed Order Granting Preliminary Approval	3.8	\$750.00	\$2,850.00
6/1/2023	EM	Finalize Motion for Preliminary Approval and supporting documents	1.6	\$750.00	\$1,200.00
6/12/2023	EM	Draft Notice of Continuance of Hearing on Motion for Preliminary Approval	0.3	\$750.00	\$225.00
7/14/2023	EM	Draft Joint Status Report	0.5	\$750.00	\$375.00
7/14/2023	EM	Email to OC Nima Darouian re: Joint Status Report	0.1	\$750.00	\$75.00

PARKER & MINNE, LLP

Attorney Time Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Atty	Description of Work Performed	Time	Rate	Total
7/17/2023	EM	Emails to/from OC Katherine Den Bleyker re: Joint Status Report	0.2	\$750.00	\$150.00
7/17/2023	EM	Finalize Joint Status Report	0.4	\$750.00	\$300.00
7/24/2023	EM	Review minute order re: status conference	0.1	\$750.00	\$75.00
7/26/2023	EM	Emails to/from Yasmin Hosseini (Co-Counsel)	0.2	\$750.00	\$150.00
7/27/2023	EM	Emails to/from Yasmin Hosseini (Co-Counsel)	0.2	\$750.00	\$150.00
7/27/2023	EM	Review tentative ruling on Motion for Preliminary Approval	0.3	\$750.00	\$225.00
7/28/2023	EM	Prepare for hearing on Motion for Preliminary Approval	0.4	\$750.00	\$300.00
7/28/2023	EM	Attend hearing on Motion for Preliminary Approval	0.3	\$750.00	\$225.00
7/28/2023	EM	Update internal memorandum	0.5	\$750.00	\$375.00
7/28/2023	EM	Call w/ Yasmin Hosseini (Co-Counsel)	0.2	\$750.00	\$150.00
7/28/2023	EM	Review minute order on Motion for Preliminary Approval	0.2	\$750.00	\$150.00
8/3/2023	EM	Drafting amended settlement agreement and amended class notice	4.3	\$750.00	\$3,225.00
8/3/2023	EM	Emails to/from OC Katherine Den Bleyker re: amended settlement agreement	0.2	\$750.00	\$150.00
8/3/2023	EM	Call w/ Nadia Estrada	0.3	\$750.00	\$225.00
8/4/2023	EM	Review signed amended settlement agreement from Nadia Estrada	0.1	\$750.00	\$75.00
8/4/2023	EM	Emails to/from OC Katherine Den Bleyker re: amended settlement agreement	0.1	\$750.00	\$75.00
8/8/2023	EM	Review email from OC Katherine Den Bleyker re: amended settlement agreement	0.1	\$750.00	\$75.00
8/8/2023	EM	Review signed amended settlement agreement from Defendant	0.1	\$750.00	\$75.00
8/21/2023	EM	Drafting Supplemental Declaration of S. Emi Minne ISO Motion for Preliminary Approval	2.8	\$750.00	\$2,100.00
8/21/2023	EM	Emails to/from ILYM re: administration bid	0.2	\$750.00	\$150.00
8/22/2023	EM	Drafting Supplemental Declaration of S. Emi Minne ISO Motion for Preliminary Approval	0.8	\$750.00	\$600.00
8/23/2023	EM	Legal research re: Supplemental Brief ISO Motion for Preliminary Approval	3.0	\$750.00	\$2,250.00
8/24/2023	EM	Drafting Supplemental Brief ISO Motion for Preliminary Approval	5.5	\$750.00	\$4,125.00
8/28/2023	EM	Revise & finalize Supplemental Brief ISO Motion for Preliminary Approval & Supplemental Declaration of S. Emi Minne ISO Motion for Preliminary Approval	1.0	\$750.00	\$750.00
10/6/2023	EM	Review tentative ruling on Motion for Preliminary Approval	0.2	\$750.00	\$150.00

PARKER & MINNE, LLP

Attorney Time Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Atty	Description of Work Performed	Time	Rate	Total
10/6/2023	EM	Emails to/from OC Katherine Den Bleyker re: tentative ruling on Motion for Preliminary Approval	0.2	\$750.00	\$150.00
10/6/2023	EM	Emails to/from Dept CX103 re: tentative ruling on Motion for Preliminary Approva	0.1	\$750.00	\$75.00
10/9/2023	EM	Prepare notice of ruling on Motion for Preliminary Approval	0.4	\$750.00	\$300.00
10/9/2023	EM	Draft second amended settlement agreement	0.5	\$750.00	\$375.00
10/9/2023	EM	Revise proposed order granting preliminary approval	0.2	\$750.00	\$150.00
10/9/2023	EM	Draft Second Supplemental Declaration of S. Emi Minne ISO Motion for Preliminary Approval	0.3	\$750.00	\$225.00
10/9/2023	EM	Emails to/from OC Katherine Den Bleyker re: second amended settlement agreement	0.2	\$750.00	\$150.00
10/9/2023	EM	Call w/ Nadia Estrada	0.2	\$750.00	\$150.00
10/10/2023	EM	Call w/ Nadia Estrada	0.3	\$750.00	\$225.00
10/12/2023	EM	Call w/ Nadia Estrada	0.3	\$750.00	\$225.00
10/12/2023	EM	Email to OC Katherine Den Bleyker re: second amended settlement agreement	0.1	\$750.00	\$75.00
10/13/2023	EM	Call w/ Nadia Estrada	0.1	\$750.00	\$75.00
10/17/2023	EM	Email to OC Katherine Den Bleyker re: second amended settlement agreement	0.1	\$750.00	\$75.00
10/25/2023	EM	Emails to/from OC Katherine Den Bleyker re: second amended settlement agreement	0.1	\$750.00	\$75.00
10/25/2023	EM	Revise & finalize further supplemental briefing ISO Motion for Preliminary Approval	0.8	\$750.00	\$600.00
11/17/2023	EM	Review tentative ruling on Motion for Preliminary Approval	0.1	\$750.00	\$75.00
11/17/2023	EM	Emails to/from OC Katherine Den Bleyker re: tentative ruling on Motion for Preliminary Approval	0.1	\$750.00	\$75.00
11/17/2023	EM	Emails to/from Dept. CX103 re: tentative ruling on Motion for Preliminary Approval	0.1	\$750.00	\$75.00
11/17/2023	EM	Prepare revised Proposed Order Granting Preliminary Approval & revised Class Notice	0.3	\$750.00	\$225.00
11/29/2023	EM	Review minute order on Motion for Preliminary Approval	0.1	\$750.00	\$75.00
11/29/2023	EM	Emails to/from ILYM re: initiation of settlement administration process	0.3	\$750.00	\$225.00
11/29/2023	EM	Review email from OC Katherine Den Bleyker re: Class List	0.1	\$750.00	\$75.00
11/29/2023	EM	Prepare Notice of Ruling on MPA	0.5	\$750.00	\$375.00
11/30/2023	EM	Review email from OC Kate Den Bleyker re: Class List	0.1	\$750.00	\$75.00
11/30/2023	EM	Review email from ILYM re: Administration Timeline	0.1	\$750.00	\$75.00
12/1/2023	EM	Emails to/from ILYM re: Administration timeline	0.1	\$750.00	\$75.00
12/5/2023	EM	Review signed preliminary approval order	0.1	\$750.00	\$75.00

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Attorney Time Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Atty	Description of Work Performed	Time	Rate	Total
12/5/2023	EM	Emails to/from ILYM re: Preliminary Approval Order	0.1	\$750.00	\$75.00
12/6/2023	EM	Prepare Notice of Entry of Order Granting Preliminary Approval	0.5	\$750.00	\$375.00
12/6/2023	EM	Review calculations & draft Class Notice from ILYM; emails	0.6	\$750.00	\$450.00
12/7/2023	EM	Review email from OC Kate Den Bleyker re: Class Notice	0.1	\$750.00	\$75.00
12/8/2023	EM	Review email from ILYM re: Class Notice	0.1	\$750.00	\$75.00
12/15/2023	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
12/22/2023	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
1/2/2024	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
1/5/2024	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
1/10/2024	EM	Call w/ Nadia Estrada	0.5	\$750.00	\$375.00
1/14/2024	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
1/19/2024	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
1/26/2024	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
2/5/2024	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
2/12/2024	EM	Review status report from ILYM re: settlement administration	0.1	\$750.00	\$75.00
2/19/2024	EM	Legal research re: Motion for Final Approval	0.5	\$750.00	\$375.00
2/19/2024	EM	Drafting Declaration of S. Emi Minne ISO Motion for Final Approval	4	\$750.00	\$3,000.00
2/20/2024	EM	Emails to/from Yasmin Hosseini (Co-Counsel)	0.2	\$750.00	\$150.00
2/21/2024	EM	Draft Declaration of Nadia Estrada ISO Motion for Final Approval	1.1	\$750.00	\$825.00
2/22/2024	EM	Draft Declaration of Nadia Estrada ISO Motion for Final Approval	0.4	\$750.00	\$300.00
2/22/2024	EM	Legal research re: Motion for Final Approval	0.6	\$750.00	\$450.00
2/22/2024	EM	Messages to/from Nadia Estrada	0.1	\$750.00	\$75.00
2/22/2024	EM	Drafting Declaration of S. Emi Minne ISO Motion for Final Approval	1	\$750.00	\$750.00
2/22/2024	EM	Email to ILYM re: declaration for motion for final approval	0.1	\$750.00	\$75.00
2/23/2024	EM	Call w/ Nadia Estrada	0.3	\$750.00	\$225.00
2/23/2024	EM	Review and revise ILYM Declaration in support of motion for final approval	1.1	\$750.00	\$825.00
2/23/2024	EM	Legal research re: Motion for Final Approval	1.8	\$750.00	\$1,350.00
2/23/2024	EM	Email to Yasmin Hosseini (Co-Counsel)	0.3	\$750.00	\$225.00
2/23/2024	EM	Confer w/ JP re: motion for final approval	0.3	\$750.00	\$225.00
2/23/2024	EM	Drafting Declaration of S. Emi Minne ISO Motion for Final Approval	2.1	\$750.00	\$1,575.00
2/23/2024	EM	Revise Declaration of Nadia Estrada ISO Motion for Final Approval	0.2	\$750.00	\$150.00

PARKER & MINNE, LLP

Attorney Time Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Atty	Description of Work Performed	Time	Rate	Total
2/23/2024	EM	Emails to/from Joanna Ghosh (Co-Counsel)	0.1	\$750.00	\$75.00
2/24/2024	EM	Email to ILYM re: revisions to administrator's declaration	0.1	\$750.00	\$75.00
2/26/2024	EM	Drafting Motion for Final Approval	0.6	\$750.00	\$450.00
2/28/2024	EM	Drafting Motion for Final Approval	3.5	\$750.00	\$2,625.00
2/28/2024	EM	Further revise ILYM Declaration for motion for final approval	0.7	\$750.00	\$525.00
2/28/2024	EM	Drafting proposed Final Approval Order & Judgment	1	\$750.00	\$750.00
2/29/2024	EM	Review & further revise ILYM declaration for motion for final approval	0.2	\$750.00	\$150.00
2/29/2024	EM	Emails to/from ILYM re: declaration for final approval motion	0.1	\$750.00	\$75.00
3/1/2024	EM	Revise Declaration of S. Emi Minne ISO Motion for Final Approval	1.1	\$750.00	\$825.00
3/1/2024	EM	Drafting Motion for Final Approval	1.5	\$750.00	\$1,125.00
3/1/2024	EM	Emails to/from OC Katherine Den Bleyker re: Proposed Final Approval Order and Judgment	0.1	\$750.00	\$75.00
3/1/2024	EM	Review email from ILYM re: declaration for final approval motion	0.1	\$750.00	\$75.00
3/1/2024	EM	Review finalized declaration from ILYM for final approval motion	0.1	\$750.00	\$75.00
3/7/2024	EM	Emails to/from Yasmin Hosseini (Co-Counsel)	0.1	\$750.00	\$75.00
3/7/2024	EM	Revise Motion for Final Approval, Declaration of S. Emi Minne ISO Motion for Final Approval, and Proposed Final Approval Order and Judgment	1.2	\$750.00	\$900.00
3/8/2024	EM	Revise & finalize Motion for Final Approval, Declaration of S. Emi Minne ISO Motion for Final Approval, and Proposed Final Approval Order and Judgment	2	\$750.00	\$1,500.00
Total - S. Emi Minne			156.4		\$117,300.00
GRAND TOTAL			171.8		\$128,850.00

EXHIBIT 6

PARKER & MINNE, LLP

Expense Report

Nadia Estrada v. Belshire Environmental Services, Inc.

(Orange County Superior Court Case No. 30-2022-01262282-CU-OE-CXC)

Date	Expense Description	Payee	Amount
10/10/2022	Filing - Joint CMC Statement, POS	LDS	\$14.00
1/4/2023	Filing - Joint CMC Statement	LDS	\$14.00
5/9/2023	Filing - Joint Status Report	LDS	\$14.20
6/1/2023	Filing - Motion for Preliminary Approval	LDS	\$14.20
6/12/2023	Filing - Notice of Continuance	LDS	\$14.20
6/12/2023	Filing - Motion for Preliminary Approval	LDS	\$64.17
7/17/2023	Filing - Joint Status Report	LDS	\$14.20
8/28/2023	Filing - Supplemental Briefing ISO Motion for Preliminary Approval	LDS	\$14.63
10/9/2023	Filing - Notice of Ruling on MPA	LDS	\$14.63
10/25/2023	Filing - Supplemental Briefing ISO Motion for Preliminary Approval	LDS	\$14.63
11/17/2023	Filing - Proposed Order Granting Preliminary Approval	LDS	\$14.63
12/1/2023	Filing - Notice of Ruling on Motion for Preliminary Approval	LDS	\$14.63
12/9/2023	Filing - Notice of Entry of Order	LDS	\$14.63
TOTAL			\$236.75