

ZAGHI & CHRZAN, LLP
Zachary T. Chrzan (SBN 329159)
zach@zclawyers.com
Brian Zaghi (SBN 343599)
brian@zclawyers.com
10880 Wilshire Blvd., Suite 1101
Los Angeles, CA 90024
Tel: (310) 230-5353

Attorneys for Plaintiff, Quashawn Loral Brooks, on behalf of himself and
all others similarly situated and aggrieved

COOK BROWN, LLP
Lisa Ryan, Esq. (SBN 217802)
Sarah M. Woolston, Esq. (SBN 320510)
2407 J Street, Second Floor
Sacramento, CA 95816
Telephone: (916) 329-3614
Facsimile: (916) 442-4227
Email: lryan@cookbrown.com
swoolston@cookbrown.com

Attorneys for Defendant, Atlas Disposal Industries, LLC

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

QUASHAWN LORAL BROOKS, an
individual, on behalf of himself and all others
similarly situated,

Plaintiff,
v.

ATLAS DISPOSAL INDUSTRIES LLC, a
Utah limited liability company; and DOES 1
through 100, inclusive,

Defendant.

Case No.: 25CV004770

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Judge: Hon. Lauri A. Damrell
Dept.: 8B

Complaint filed: February 26, 2025

FAC filed: April 28, 2025

Trial date: None set

This Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Quashawn Loral Brooks (“Plaintiff”) and defendant Atlas Disposal Industries, LLC (“ADI” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means (a) Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Quashawn Loral Brooks, an individual, on behalf of himself and all others similarly situated v. Atlas Disposal Industries, LLC, a Utah limited liability company; and Does 1 through 100, inclusive*, Case No. 25CV004770, initiated on February 26, 2025, and pending in the Superior Court of the State of California, County of Sacramento (the “Class Action”); and (b) Plaintiff’s First Amended Complaint filed on April 28, 2025, alleging against Defendant a violation of the Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.*, and pending in the Superior Court of the State of California, County of Sacramento (the “PAGA Action”).

1.2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employees” means all current and former employees of ADI who worked for ADI in a non-exempt position in California at any time during the PAGA Period.

1.5. “Class” and “Settlement Class” mean all current and former employees of ADI who worked for ADI in a non-exempt position in California at any time during the Class Period.

1.6. “Class Counsel” means Brian Zaghi and Zachary T. Chrzan of Zaghi & Chrzan, LLP.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees

and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means the following Class Member identifying information in Defendant’s possession: (a) name; (b) last-known mailing address; (c) last-known telephone number; (d) Social Security number; (e) number of Class Workweeks; and (f) number of PAGA Pay Periods.

1.9. “Class Member” and “Settlement Class Member” mean a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from February 26, 2021, through February 1, 2026.

1.13. “Class Representative” means Quashawn Loral Brooks, the named Plaintiff in the Operative Complaint in the Class Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Sacramento.

1.16. “Defendant” means named defendant Atlas Disposal Industries, LLC.

1.17. “Defense Counsel” means Lisa Ryan and Sarah Woolston of COOK BROWN LLP.

1.18. “Effective Date” means the date by when both of the following have occurred: (a)

1 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
3 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
4 one or more Participating Class Members objects to the Settlement, the day after the deadline for
5 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
6 day after the appellate court affirms the Judgment and issues a remittitur.

7 1.19. “Final Approval” means the Court’s order granting final approval of the
8 Settlement.

9 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
10 Approval of the Settlement.

11 1.21. “Final Judgment” and “Judgment” mean the Judgment entered by the Court based
12 upon the Final Approval.

13 1.22. “Gross Settlement Amount” means Six Hundred Five Thousand Dollars and Zero
14 Cents (\$605,340.00) which, with the sole exception of the payroll taxes addressed in this
15 paragraph, is the total, maximum amount Defendant agrees to pay under the Settlement. The
16 Gross Settlement Amount will be used to pay all Individual Class Payments; all Individual PAGA
17 Payments; the LWDA PAGA Payment; the Class Counsel Fees Payment; the Class Counsel
18 Litigation Expenses Payment; the Class Representative Service Payment; and the Administration
19 Expenses Payment. No portion of the Gross Settlement Amount shall revert to Defendant.
20 Defendant’s share of payroll taxes on the Wage Portions of the Individual Class Payments paid
21 to Class Members shall be paid by Defendant separately from, and in addition to, the Gross
22 Settlement Amount.

23 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share
24 of the Net Settlement Amount calculated according to the number of Class Workweeks worked
25 during the Class Period.

26 1.24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of
27 the 35% of the PAGA Penalties allocated to the Aggrieved Employees calculated according to
28 the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the Final Judgment entered by the Court.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA pursuant to Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments; the LWDA PAGA Payment; the Class Representative Service Payment; the Class Counsel Fees Payment; the Class Counsel Litigation Expenses Payment; and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members on a pro rata basis as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by submitting to the Administrator a valid and timely Request for Exclusion.

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

1.31. “PAGA Notice” means Plaintiff’s February 26, 2025, letter to Defendant and the LWDA providing notice of his claims pursuant to California Labor Code section 2699.3, subd. (a).

1.32. “PAGA Pay Period” means any pay period falling within the PAGA Period during which an Aggrieved Employee worked for Defendant in a non-exempt position in California for at least one day.

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties (\$20,000.00) to be paid from the Gross Settlement Amount in settlement of claims for civil penalties under PAGA, of which 35% (\$7,000.00) shall be allocated to the Aggrieved Employees and 65% (\$13,000.00) shall be allocated to the LWDA.

1.34. “PAGA Period” means the period from February 26, 2024 through the date of Preliminary Approval.

1.35. “Participating Class Member” means a Class Member who does not submit to the Administrator a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Quashawn Loral Brooks.

1.37. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.38. “Released Class Claims” and “Release by Participating Class Members” mean the claims being released as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” and “PAGA Release” mean the claims being released as described in Paragraph 5.3 below.

1.40. “Released Parties” means Defendant and any of Defendant’s present and former parents, subsidiaries and affiliated companies or entities and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.

1.41. “Request for Exclusion” means a Class Member’s submission of a written and signed request to be excluded from the Class Settlement as described further in Paragraph 7.5 *et seq.*

1.42. “Response Deadline” means sixty (60) days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which a Class Member may: (a) timely fax, email, or mail to the Administrator his or her Request for Exclusion, or (b) timely fax, mail, or email to the Administrator his or her Objection to the Settlement. Class Members to whom Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Class Workweek” means any workweek falling within the Class Period during which a Class Member performed work for ADI in a non-exempt position in California for at least one day.

1 **2. RECITALS**

2 2.1. On February 26, 2025, Plaintiff commenced the Class Action by filing a
3 complaint against Defendant in the Superior Court of the State of California, County of
4 Sacramento. In the complaint, Plaintiff asserted putative class claims against Defendant for
5 failure to pay all wages including overtime and minimum wages; failure to provide meal and rest
6 periods; failure to provide accurate itemized wage statements; failure to reimburse for necessary
7 business expenditures; failure to pay waiting time penalties; and unfair business practices in
8 violation of California Business and Professions Code section 17200 *et seq.*

9 2.2. On February 26, 2025, Plaintiff submitted to the LWDA the PAGA Notice, in
10 which he gave notice of his intent to seek civil penalties pursuant to PAGA for various alleged
11 violations of the California Labor Code. Pursuant to Labor Code section 2699.3, subd. (a),
12 Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

13 2.3. On April 28, 2025, Plaintiff filed a First Amended Complaint asserting a
14 representative claim under PAGA for the alleged violations set forth in the PAGA Notice.

15 2.4. Defendant denies the allegations in the Action and the PAGA Notice, denies any
16 failure to comply with the laws identified in the Action and the PAGA Notice, and denies any
17 and all liability for the causes of action alleged in the Action and the PAGA Notice.

18 2.5. On December 23, 2025, the Parties participated in an all-day mediation presided
19 over by Nikki Tolt, Esq., of ACT Mediation. Ms. Tolt has 41 years' experience in litigating and
20 mediating class actions. She is a very experienced mediator, having mediated over 4,000
21 mediations to date over the last 30 years. Since 1996, Ms. Tolt has helped Parties reach
22 agreements on high stakes and complex matters such as this instant case. During mediation, each
23 side, represented by its respective counsel, recognized the substantial risk of an adverse result in
24 the Action. Ms. Tolt facilitated discussions regarding the risks, complex issues, and the strengths
25 and weaknesses of each Party's position. The Parties were unable to resolve this matter that day,
26 even after all counsel directly discussed the case at the end of the day to try to reach an agreement.
27 After much post-mediation arms-length negotiations, as a final effort to reach an agreement, Ms.
28 Tolt provided the Parties with a mediator's proposal on January 13, 2026, which both sides

1 accepted. The Parties agreed to settle the Action and all other matters covered by this Agreement
2 pursuant to the terms and conditions of this Agreement.

3 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, a 20%
4 sampling of relevant time and pay documents and data, including relevant ADI policies and meal
5 waivers; information regarding the scope of arbitration agreements during the Class Period; data
6 reflecting Class Members' dates of employment, hours worked, and wages during the Class
7 Period; and all documents concerning Plaintiff which were available to Defendant. Plaintiff also
8 considered the risk that Defendant might assert federal preemption defenses based on the Federal
9 Motor Carrier Safety Administration's ("FMCSA") Hours of Service ("HOS") regulations,
10 which Defendant contends may preempt certain state law requirements relating to meal and rest
11 breaks and related wage claims. The Parties also discussed their analyses of the data at length,
12 and Plaintiff investigated ADI practices including waivers, logs, schedules, and other such issues.
13 Therefore, Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth
14 in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker*
15 *Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").

16 2.7. The Court has not granted class certification.

17 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are aware of
18 one other pending matter or action asserting claims that will be extinguished or affected by the
19 Settlement: *Forst, et al. v. Atlas Disposal Industries, LLC*, Case No. 25CV004645, pending in
20 the Sacramento Superior Court.

21 2.9. This Agreement represents a compromise and settlement of highly disputed
22 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant
23 that the claims in the Action have merit or that Defendant has any liability to Plaintiff or the Class
24 on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in
25 the Action have merit. The Parties agree to certification of the Class for purposes of this
26 Settlement only. If for any reason the Settlement does not become effective, Defendant reserves
27 the right to contest certification of any class for any reason and reserve all available defenses to
28 the claims in the Action.

1 **3. MONETARY TERMS**

2 3.1. Gross Settlement Amount. Subject to the terms and conditions of this Agreement,
3 including Paragraph 8, Defendant promises to pay Six Hundred Five Thousand and Three
4 Hundred Forty Dollars (\$605,340.00) and no more as the Gross Settlement Amount, and to
5 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
6 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any
7 employer payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
8 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
9 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
10 payment. None of the Gross Settlement Amount will revert to Defendant.

11 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions
12 of this Agreement, the Administrator will make and deduct the following payments from the
13 Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

14 3.2.1. To Plaintiff: A Class Representative Service Payment of not more than
15 \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment
16 Plaintiff is entitled to receive). Defendant will not oppose Plaintiff's request for a Class
17 Representative Service Payment that does not exceed \$7,500. As part of the motion for Class
18 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval
19 for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court
20 approves a Class Representative Service Payment of less than the amount requested, the
21 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
22 report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
23 responsibility and liability for employee taxes owed on the Class Representative Service
24 Payment.

25 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%
26 of the Gross Settlement Amount (\$211,869.00), and a Class Counsel Litigation Expenses
27 Payment of not more than \$25,000.00. Defendant will not oppose the requests for these payments
28 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion

1 for an award of the Class Counsel Fees Payment and the Class Litigation Expenses Payment prior
2 to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a
3 Class Counsel Litigation Expenses Payment of less than the amounts requested, the
4 Administrator will retain the remainder in the Net Settlement Amount. The Released Parties
5 shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to
6 any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses
7 Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel
8 Litigation Expenses Payment using one or more IRS Forms 1099. Class Counsel assumes full
9 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
10 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies
11 Defendant, from any dispute or controversy regarding any division or sharing of any of these
12 payments.

13 3.2.3. To the Administrator: An Administration Expenses Payment not to
14 exceed \$8,750.00 absent a showing of good cause and as approved by the Court. To the extent
15 the Administrator's expenses are less or the Court approves payment of less than \$8,750, the
16 Administrator will retain the remainder in the Net Settlement Amount.

17 3.2.4. To Each Participating Class Member: An Individual Class Payment
18 calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks
19 worked by all Participating Class Members and (b) multiplying the result by each Participating
20 Class Member's Class Workweeks.

21 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty
22 percent (20%) of each Participating Class Member's Individual Class Payment will be treated as
23 a payment in settlement of the Participating Class Member's claims for unpaid wages (the "Wage
24 Portion"). The Wage Portion will be subject to tax withholding and will be reported by the
25 Administrator on an IRS Form W-2. Eighty percent (80%) of each Participating Class Member's
26 Individual Class Payment will be treated as a payment in settlement of the Participating Class
27 Member's claims for all expense reimbursement, interest and penalties (the "Non-Wage
28 Portion"). The Non-Wage Portion will not be subject to wage withholdings and will be reported

by the Administrator on IRS Form 1099. Each Participating Class Member assumes full responsibility and liability for any employee taxes owed on his or her Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive Individual Class Payments. The Administrator will retain amounts that otherwise would have been payable to Non-Participating Class Members as Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 65% (\$13,000.00) allocated to the LWDA PAGA Payment and 35% (\$7,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Penalties (\$7,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on his or her Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.5.3. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of their records, Defendant estimates there are 390 Class Members who collectively worked a total of 30,267 Class Workweeks through November 22, 2025, and 286 Aggrieved Employees who collectively worked a total of 6,996 PAGA Pay Periods through November 22, 2025.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver to the Administrator a Microsoft Excel spreadsheet containing the Class Data. To protect Class Members' privacy rights, the Administrator must

maintain the Class Data in confidence, use the Class Data only for purposes of administering this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information in their possession and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. The Parties agree that keeping confidential the Class Member Information is in the best interest of the Class Members, as it will contain private and sensitive information such as Social Security numbers, and that keeping confidential the Class Member Information will not impede Class Counsel's ability to discharge their fiduciary duties.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment, and will pay to itself the Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date that the check will be voided, which shall be 180 days after the date of mailing. The Administrator will cancel all

1 checks not cashed by the void date. The Administrator will send checks for Individual Class
2 Payments to all Participating Class Members (including any whose Class Notice was returned
3 undelivered). The Administrator will send checks for Individual PAGA Payments to all
4 Aggrieved Employees, including all Non-Participating Class Members who qualify as Aggrieved
5 Employees (including any whose Class Notice was returned undelivered). If a Participating Class
6 Member also qualifies as an Aggrieved Employee, the Administrator may send the Participating
7 Class Member a single check combining the Individual Class Payment and the Individual PAGA
8 Payment. Before mailing any checks, the Administrator must update the recipients' mailing
9 addresses using the National Change of Address Database. If a Class Member's Individual Class
10 Payment check and/or Individual PAGA Payment check remains uncashed 120 days after its last
11 mailing to the affected individual, the Administrator will send the individual a notice informing
12 him or her that the check will expire and become non-negotiable if it is not cashed by the void
13 date and offering to replace the check if it was lost or misplaced but not cashed.

14 4.4.2. The Administrator must conduct a Class Member Address Search for all
15 other Class Members whose checks are returned undelivered without United States Postal
16 Service ("USPS") forwarding address. Within 7 days of receiving a returned check the
17 Administrator must re-mail checks to the USPS forwarding address provided or to an address
18 ascertained through the Class Member Address Search. The Administrator need not take further
19 steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered.
20 The Administrator shall promptly send a replacement check to any Class Member whose original
21 check was lost or misplaced if requested by the Class Member prior to the void date.

22 4.4.3. For any Class Member whose Individual Class Payment or Individual
23 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
24 transmit the funds represented by such checks to, subject to Court approval pursuant to Code of
25 Civil Procedure section 384, subd. (b), Legal Services of Northern California, 515 - 12th Street,
26 Sacramento, California 95814 ("Cy Pres Recipient") for use in Sacramento County. The Parties,
27 Class Counsel and Defense Counsel represent that they have no interest or relationship, financial
28 or otherwise, with the intended Cy Pres Recipient.

1 4.4.4. The payment of Individual Class Payments and Individual PAGA
2 Payments shall not obligate Defendant to confer any additional benefits or make any additional
3 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
4 this Agreement.

5 **5. RELEASE OF CLAIMS**

6 Effective on the date that Defendant fully funds the entire Gross Settlement Amount and
7 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
8 Plaintiff, Participating Class Members, Aggrieved Employees, the LWDA, and Class Counsel
9 will release claims against all Released Parties as follows:

10 5.1. Plaintiff's General Release. In consideration of Plaintiff's awarded Class
11 Representative Service Payment, Plaintiff's Individual Class Payment, Plaintiff's Individual
12 PAGA Payment, and the other terms and conditions of the Settlement, Plaintiff releases any and
13 all known and unknown claims against ADI, and the other Released Parties, including but not
14 limited to (a) all claims that were, or reasonably could have been, alleged, based on the facts
15 contained in the First Amended Complaint; (b) all PAGA claims that were, or reasonably could
16 have been, alleged based on the facts contained in the First Amended Complaint and/or PAGA
17 Notice; and (c) all claims whatsoever against ADI, and the other Released Parties, for allegations
18 arriving out of his employment with ADI. For purposes of Plaintiff's Release, Plaintiff expressly
19 waives and relinquishes the provisions, rights and benefits, if any, of California Civil Code
20 section 1542 ("Plaintiff's Release"). California Civil Code section 1542 reads: "A general
21 release does not extend to claims that the creditor or releasing party does not know or suspect to
22 exist in his or her favor at the time of executing the release, and that if known by him or her,
23 would have materially affected his or her settlement with the debtor or Released Party."
24 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
25 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
26 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
27 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
28 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,

1 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
2 different or additional facts or Plaintiff's discovery of them. Plaintiff also generally releases and
3 discharges Defendant from any and all claims, demands, obligations, causes of action, rights, or
4 liabilities of any kind which have been or could have been asserted against Defendant arising out
5 of or relating to his employment by Defendant or termination thereof, including but not limited
6 to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or
7 wrongful termination of employment. This release specifically includes any and all claims,
8 demands, obligations and/or causes of action for damages, restitution, penalties, interest, and
9 attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any
10 way connected with the matters referred to herein, whether or not known or suspected to exist,
11 and whether or not specifically or particularly described herein. Plaintiff represents that he does
12 not currently have pending any Complaint or action—other than this Action against Defendant,
13 or with any state, federal or local agency, court or arbitrator / arbitration service based on any
14 matters arising out of his employment with Defendant or the separation thereof and will not do
15 so at any time. To the extent that any other such complaints or actions have been filed, other than
16 this action and worker's compensation matter(s), Plaintiff will dismiss them immediately with
17 prejudice. These released claims also include, but are not limited to, claims arising under federal,
18 state, and local statutory or common law, such as: the Employee Retirement and Income Security
19 Act; Title VII of the Civil Rights Act of 1964; the California Fair Employment and Housing Act;
20 the Age Discrimination in Employment Act (29 USC section 621, et seq.); the Americans with
21 Disabilities Act; the Federal Family and Medical Leave Act; the Genetic Information
22 Nondiscrimination Act of 2008; the Ralph Act; the Bane Act; the California Constitution; the
23 California Labor Code; the California Civil Code; the California Government Code; the
24 Industrial Welfare Commission Wage Orders, and any and all common law, contract or tort
25 claims, such as, but limited to claims for wrongful termination, constructive discharge, breach of
26 contract, breach of the covenant of good faith and fair dealing, violation of public policy, fraud
27 defamation, libel, invasion of privacy, and intentional or negligent infliction of emotional
28 distress, including any claims based upon race, sex, sexual orientation, gender, national origin,

ancestry, religion, creed, age, physical disability, mental disability, medical condition, marital status, off duty marijuana use, any intersection of protected activities, or any other category protected by law.

5.2. Release by Participating Class Members. In consideration for their awarded Class Member Payments, all Participating Class Members release any and all claims against ADI and the other Released Parties that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, during the Class Period, Defendant failed to pay all wages due, including minimum wages and overtime; pay split shift premiums and reporting time pay; provide meal periods, rest periods, and cooldown periods; pay meal period, rest period, and cooldown period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment and upon separation; and pay accrued unused vacation wages upon separation (the “Released Class Claims” or “Release by Participating Class Members”). The Released Class Claims include but are not limited to claims brought under California Labor Code sections 201-204, 218.6, 221, 226, 226.2 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 2802, California Business and Professions Code sections 17200 *et seq.*, and the applicable Industrial Welfare Commission Wage Order. The Released Class Claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest.

5.3. PAGA Release. In consideration for their awarded portions of the PAGA Civil Penalties, the State of California and all Aggrieved Employees release any and all claims for civil penalties under PAGA against Defendant, and the other Released Parties that arise out of or reasonably relate to the factual allegations in the First Amended Complaint and/or PAGA Notice that, during the PAGA Period, Defendant failed to pay all wages due, including minimum wages and overtime; pay split shift premiums and reporting time pay; provide meal periods, rest periods, and cooldown periods; pay meal period, rest period, and cooldown period premiums at the regular

1 rate of pay; provide suitable seating; maintain accurate records; furnish accurate itemized wage
2 statements; reimburse necessary business expenses; provide and permit employees to use paid
3 sick leave as required under applicable law; timely pay all wages due during employment and
4 upon separation; timely pay wages owed to temporary workers; pay accrued unused vacation
5 wages upon separation; furnish documents signed to obtain or hold employment; reimburse
6 deposits made together with interest owed upon separation; comply with the notice requirements
7 of the Wage Theft Protection Act of 2011; unlawfully deducted from wages; conducted unlawful
8 background checks, placed unlawful restraints on competition, whistleblowing, freedom of
9 speech, and/or lawful off-duty conduct; and maintained a policy or practice of improperly using
10 salary history information in employment decisions and/or requiring unlawful waivers as a
11 condition of employment (the “Released PAGA Claims” or “PAGA Release”). The Released
12 PAGA Claims include but are not limited to claims arising under California Labor Code sections
13 96, 98.6, 201-205.5, 210, 212, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 *et seq.*, 432 *et*
14 *seq.*, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5,
15 2698 *et seq.*, 2802, 2810.5, 3366, and 8397.4, California Business and Professions Code sections
16 16600 *et seq.*, 16700 *et seq.*, and 17200 *et seq.*, California Government Code section 12952, and
17 the Industrial Welfare Commission Wage Order. The PAGA Release applies to all Aggrieved
18 Employees, and all Aggrieved Employees will receive an Individual PAGA Payment, regardless
19 of whether they elect not to participate in the Settlement.

20 **6. MOTION FOR PRELIMINARY APPROVAL**

21 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
22 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
23 Approvals.

24 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within thirty (30)
25 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel
26 a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any
27 actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

28 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel

1 all documents necessary for obtaining Preliminary Approval, including (a) a draft of the notice
2 and memorandum in support of the Motion for Preliminary Approval that includes an analysis of
3 the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
4 Labor Code Section 2699, subd. (f)(2)); (b) a draft Proposed Order Granting Preliminary
5 Approval and Approval of PAGA Settlement; (c) a draft proposed Class Notice in substantially
6 the form evidenced by Exhibit A to this Agreement; (d) a signed declaration from the
7 Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to
8 its willingness to serve, competency, operative procedures for protecting the security of Class
9 Data, amounts of insurance coverage for any data breach, defalcation of funds or other
10 misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members,
11 and the nature and extent of any financial relationship with Plaintiff, the Cy Pres Recipient, Class
12 Counsel, or Defense Counsel; (e) a signed declaration from Plaintiff confirming his willingness
13 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
14 interest with Class Members, the Administrator, and the Cy Pres recipient; (f) a signed
15 declaration from Class Counsel attesting to their competency to represent the Class Members, its
16 timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations
17 (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd.
18 (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (g) all facts relevant to
19 any actual or potential conflict of interest with Class Members, the Administrator, and/or the Cy
20 Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
21 aware of any other pending matter or action asserting claims that will be extinguished or
22 adversely affected by the Settlement.

23 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
24 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the
25 full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
26 Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval.
27 Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the
28 Administrator and for timely submitting to the LWDA all documents required under Labor Code

1 section 2699(I).

2 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
3 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
4 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
5 conferring, in good faith, to resolve the disagreement. If the Court does not grant Preliminary
6 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
7 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
8 meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's
9 concerns.

10 7. SETTLEMENT ADMINISTRATION

11 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class
12 Action Administration Solutions to serve as the Administrator and verified that, as a condition
13 of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
14 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
15 payment of the Administration Expenses Payment. The Parties and their Counsel represent that
16 they have no interest or relationship, financial or otherwise, with the Administrator other than a
17 professional relationship arising out of prior experiences administering settlements.

18 7.2. Employer Identification Number. The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings and
20 providing reports to state and federal tax authorities.

21 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund
22 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
23 Regulation section 468B-1.

24 7.4. Notice to Class Members.

25 7.4.1. No later than three (3) business days after receipt of the Class Data, the
26 Administrator shall notify Class Counsel that the list has been received and state the number of
27 Class Members and Class Workweeks in the Class Data.

28 7.4.2. Using best efforts to perform as soon as possible, and in no event later than

1 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
2 in the Class Data, via first-class USPS mail, the Class Notice, with Spanish translation, in
3 substantially the form evidenced by Exhibit A to this Agreement. As in Exhibit A, the first page
4 of the Class Notice shall prominently display the estimated dollar amount(s) of any Individual
5 Class Payment and/or Individual PAGA Payment payable to the Class Member, and the Class
6 Member's number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate
7 the estimated payment(s). Before mailing Class Notices, the Administrator shall update Class
8 Members' addresses using the National Change of Address database.

9 7.4.3. Not later than 3 business days after the Administrator's receipt of any
10 Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice
11 using any forwarding address provided by USPS. If USPS does not provide a forwarding
12 address, the Administrator shall conduct a Class Member Address Search and re-mail the Class
13 Notice to the most current address obtained. The Administrator has no obligation to make further
14 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by
15 USPS a second time.

16 7.4.4. The deadline to submit written objections, challenges to Class Workweeks
17 and/or PAGA Pay Periods, and/or a Request for Exclusion will be extended by 15 days beyond
18 the 60 days otherwise provided for any Class Member whose Class Notice is re-mailed after
19 having been returned to the Administrator as undeliverable. The Administrator will inform the
20 Class Member of the extended deadline when it re-mails the Class Notice.

21 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or
22 otherwise discovers any persons who believe they should have been included in the Class Data
23 and should have received the Class Notice, the Parties will expeditiously meet and confer in
24 person or by telephone and in good faith in an effort to agree on whether to include such persons
25 as Class Members. If the Parties agree, such persons will be Class Members entitled to the same
26 rights as other Class Members, and the Administrator will send, via email or overnight delivery,
27 a Class Notice requiring them to exercise any options under this Agreement not later than 15
28 days after receipt of the Class Notice or by the applicable deadline set forth in the Class Notice,

1 whichever is later.

2 7.5. Requests for Exclusion (Opt-Outs).

3 7.5.1. Class Members who wish to exclude themselves from (opt out of) the
4 Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request
5 for Exclusion postmarked no later than 60 days after the Administrator mails the Class Notice
6 (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for
7 Exclusion is a letter from a Class Member or their authorized representative that contains: (a) the
8 Class Member's name, address, telephone number, and the last four digits of their Social Security
9 number; (b) a statement that reasonably communicates the Class Member's election to be
10 excluded from the Settlement; and (c) the Class Member's signature. To be valid, a Request for
11 Exclusion must be timely faxed, emailed, or postmarked by the applicable Response Deadline.

12 7.5.2. The Administrator may not reject a Request for Exclusion as invalid
13 because it fails to contain all the information specified in the Class Notice. The Administrator
14 shall accept any timely Request for Exclusion as valid if the Administrator can reasonably
15 ascertain the identity of the person as a Class Member and the Class Member's desire to be
16 excluded from the Settlement. The Administrator's determination shall be final and not
17 appealable or otherwise susceptible to challenge. If the Administrator has reason to question the
18 authenticity of a Request for Exclusion, the Administrator may demand additional proof of the
19 Class Member's identity. The Administrator's determination of authenticity shall be final and
20 not appealable or otherwise susceptible to challenge.

21 7.5.3. Every Class Member who does not submit a timely and valid Request for
22 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
23 benefits and bound by all terms and conditions of the Settlement, including the Release by
24 Participating Class Members and the PAGA Release under Paragraphs 5.2 and 5.3 of this
25 Agreement, regardless of whether the Participating Class Member actually receives the Class
26 Notice or objects to the Settlement.

27 7.5.4. Every Class Member who submits a timely and valid Request for
28 Exclusion is deemed to be a Non-Participating Class Member and shall not receive an Individual

Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5. If a Class Member submits both a Request for Exclusion and a written objection, only the Request for Exclusion will be accepted and the objection will be void.

7.6. Challenges to Calculation of Class Workweeks and/or PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated to the Class Member as stated in the Class Member's Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods stated on Class Members' Class Notices are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to the calculation of Class Workweeks and/or PAGA Pay Periods and the Administrator's determination as to such challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or the amounts requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and/or the Administration Expenses Payment.

7.7.2. Participating Class Members may send written objections to the

1 Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear
2 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
3 Hearing. A Participating Class Member who elects to send a written objection to the
4 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
5 Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

6 7.7.3. Non-Participating Class Members have no right to object to any of the
7 class action components of the Settlement.

8 7.8. Administrator Duties. The Administrator has a duty to perform or observe all
9 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

10 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
11 maintain and use an internet website to post information of interest to Class Members, including
12 the date, time and location for the Final Approval Hearing and copies of the Settlement
13 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
14 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
15 Expenses Payment and Class Representative Service Payment, the Final Approval, and the
16 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
17 telephone number to receive Class Member calls and emails.

18 7.8.2. Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator
19 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
20 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
21 Administrator shall email to Class Counsel and Defense Counsel a list containing (a) the names
22 of all Class Members who have submitted timely and valid Requests for Exclusion (the
23 "Exclusion List"); (b) the names of all Class Members who have submitted untimely and/or
24 otherwise invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from the
25 Settlement received (whether timely or untimely, valid or invalid), with personal information
26 other than names redacted.

27 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide
28 written reports to Class Counsel and Defense Counsel that, among other things, tally the number

of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether timely or untimely, valid or invalid) received; objections received; challenges to Class Workweeks and/or PAGA Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include/provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion (with personal information other than names redacted) and objections received.

7.8.4. Class Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges concerning the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a declaration suitable for filing with the Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (timely and untimely, valid and invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) with the Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the 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 7 days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing with the Court attesting to its

disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration with the Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

8.1. Based on its records, ADI estimates that, as of November 22, 2025, (1) there were 390 Class Members and 30,267 Total Workweeks during the Class period, and (2) there were 286 Aggrieved Employees who worked 6,996 Pay Periods during the PAGA Period.

8.2. In the event discovery confirms, or Defendant otherwise learns, that the actual number of Workweeks worked during the Class Period is more than ten percent (10%) higher than the represented 30,267 Workweeks, or in the event the number of Workweeks worked increases by more than 10% during the Class Period, or an additional 3,027 Workweeks worked, then the Gross Settlement Amount shall be increased on a pro rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (e.g. if the number of Workweeks increase by 11% through the Class Period, then the GFV shall increase by 1%).

9. DEFENDANT'S RIGHT TO WITHDRAW

If ten percent (10%) or more of Class Members submit valid and timely Requests for Exclusion, Defendant will have the right, but not the obligation, to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. Defendant must exercise this right within seven (7) days after the deadline for the Administrator to provide to the Parties the Exclusion List. If Defendant exercises the right to rescind, they will be responsible for the costs of administration of the Settlement incurred through that time.

10. MOTION FOR FINAL APPROVAL

10.1. Motion for Final Approval. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file with the Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699 subd. (I), a Proposed Order Granting Final Approval of Settlement, and a Proposed Judgment (collectively the "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days before the deadline to file the Motion

1 for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, in
2 good faith, to resolve any disagreements concerning the Motion for Final Approval.

3 10.2. Response to Objections. Each Party retains the right to respond to any objection
4 raised by a Participating Class Member, including the right to file responsive documents in Court
5 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
6 by the Court.

7 10.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope of
9 release to be granted by Class Members), the Parties will expeditiously work together in good
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
11 Approval. The Court's decision to award less than the amounts requested for the Class
12 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
13 Expenses Payment and/or the Administration Expenses Payment shall not constitute a material
14 modification to the Agreement within the meaning of this paragraph.

15 10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
16 Judgment, the Court will retain jurisdiction over the Parties, the Class Action and the Settlement
17 solely for purposes of (a) enforcing this Agreement and/or the Judgment, (b) addressing
18 settlement administration matters, and (c) addressing such post-Judgment matters as are
19 permitted by law.

20 10.5. Waiver of Right to Appeal. Provided that the Judgment is consistent with the
21 material terms of this Agreement, Plaintiff, Class Members who did not timely submit an
22 objection to the Settlement and intervene in the Class Action, Defendant, and the Parties'
23 respective counsel hereby waive all rights to appeal from the Judgment, including all rights to
24 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
25 for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver
26 of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file
27 a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from
28 a refusal by the Court to award the full amount(s) requested for the Class Representative Service

1 Payment, the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses
2 Payment. If an appeal is taken from the Judgment, the time for consummating the Settlement
3 (including making payments under the Settlement) will be suspended until such time as their
4 appeal is finally resolved and the Judgment becomes Final, except as to matters that do not affect
5 the amount of the Net Settlement Amount.

6 10.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
7 the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a
8 material modification of this Agreement (including, but not limited to, the scope of release to be
9 granted by Participating Class Members and/or Aggrieved Employees), this Agreement shall be
10 null and void. The Parties shall nevertheless expeditiously work together in good faith to address
11 the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a
12 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An
13 appellate decision to vacate, reverse, or modify the Court's award of the Class Representative
14 Service Payment or any payments to Class Counsel shall not constitute a material modification
15 of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
16 remains unchanged.

17 **11. AMENDED JUDGMENT**

18 If any amended judgment is required under Code of Civil Procedure section 384, the
19 Parties will work together in good faith to jointly submit a proposed amended judgment.

20 **12. ADDITIONAL PROVISIONS**

21 12.1. No Admission of Liability, Class Certification or Representative Manageability
22 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
23 claims. Nothing in this Agreement is intended or should be construed as an admission by ADI
24 that any of the allegations in the Operative Complaint have merit or that ADI has any liability
25 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
26 ADI's defenses in the Action have merit. The Parties agree that class certification and
27 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
28 grant Preliminary Approval, Final Approval or enter Judgment, ADI reserves the right to contest

1 certification of any class for any reasons, and ADI reserves all available defenses to the claims
2 in the Action, and Plaintiff reserves the right to move for class certification on any grounds
3 available and to contest ADI's defenses. The Settlement, this Agreement, and Parties' willingness
4 to settle the Action will have no bearing on, and will not be admissible in connection with, any
5 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

6 12.2. Confidentiality. Plaintiff, Class Counsel, Defendant, and Defense Counsel
7 separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and
8 each of them will not disclose, disseminate and/or publicize, or cause or permit another person
9 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
10 specifically or generally, to any person, corporation, association, government agency, or other
11 entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
12 to keep this Agreement confidential; (b) counsel in a related matter; (c) to the extent necessary
13 to report income to appropriate taxing authorities; (d) in response to a court order or subpoena;
14 or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each
15 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
16 subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
17 separately agree not to, directly or indirectly, initiate any conversation or other communication,
18 before the filing of the Motion for Preliminary Approval, any with third party regarding this
19 Agreement or the matters giving rise to this Agreement except to respond only that "the matter
20 was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
21 communications with Class Members in accordance with Class Counsel's ethical obligations
22 owed to Class Members.

23 12.3. No Solicitation. The Parties separately agree that they and their respective
24 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
25 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
26 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
27 ethical obligations owed to Class Members.

28 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this

1 Agreement together with its attached exhibit shall constitute the entire agreement between the
2 Parties relating to the Settlement, superseding any and all oral representations, warranties,
3 covenants or inducements made to or by any Party.

4 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
5 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
6 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
7 to effectuate its terms and to execute any other documents reasonably required to effectuate the
8 terms of this Agreement including any amendments to this Agreement.

9 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use
10 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
11 the Settlement Agreement, submitting supplemental evidence, and supplementing points and
12 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
13 or content of any document necessary to implement the Settlement or on any modification of the
14 Agreement that may become necessary to implement the Settlement, the Parties will seek the
15 assistance of a mediator and/or the Court for resolution.

16 12.7. No Prior Assignments. The Parties separately represent and warrant that they
17 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer
18 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
19 action or right released and discharged by the Party in this Settlement.

20 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel
21 are providing any advice regarding taxes or taxability nor shall anything in this Settlement be
22 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
23 CFR Part 10, as amended) or otherwise.

24 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties or their
26 representatives, and approved by the Court.

27 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and
28 inure to the benefit of, the successors of each of the Parties.

1 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibit will
2 be governed by and interpreted according to the internal laws of the State of California, without
3 regard to conflict of law principles.

4 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the
6 basis that the Party was the drafter or participated in the drafting.

7 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
8 entered during Action and in this Agreement relating to the confidentiality of information shall
9 survive the execution of this Agreement.

10 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant
11 to California Evidence Code section 1152, and all copies and summaries of the Class Data
12 provided to Class Counsel by Defendant in connection with the mediation, other settlement
13 negotiations or in connection with the Settlement, may be used only with respect to this
14 Settlement and no other purpose, and may not be used in any way that violates any existing
15 contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
16 Court discharges the Administrator's obligation to provide a declaration confirming the final
17 disbursement of all Settlement funds, Plaintiff shall destroy all paper and electronic versions, if
18 any, of Class Member information received from Defendant unless, prior to the Court's discharge
19 of the Administrator's obligation, Defendant makes a written request to Class Counsel for the
20 return, rather than the destruction, of Class Data.

21 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement
22 is inserted for convenience of reference only and does not constitute a part of this Agreement.

23 12.16. Calendar Days. Unless otherwise noted, all references to "days" in this
24 Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
25 falls on a weekend or federal legal holiday, such date or deadline shall be continued to the first
26 business day thereafter.

27 12.17. Notice. All notices, demands or other communications between the Parties in
28 connection with this Agreement will be in writing and deemed to have been duly given as of the

1 third business day after mailing by United States mail, or the day sent by email or messenger,
2 addressed as follows:

3 *To Plaintiff and the Class:*

4 Brian Zaghi
5 Zachary T. Chrzan
6 Zaghi & Chrzan, LLP
7 10880 Wilshire Blvd., Suite 1101
8 Los Angeles, CA 90024
9 Telephone: (310) 230-5353
Email: brian@zclawyers.com
zach@zclawyers.com

To Defendant:

Sarah Woolston
Lisa Ryan
COOK BROWN LLP
2407 J Street, Second Floor
Sacramento, CA 95816
Telephone: (916) 442-3100
Facsimile: (916) 442-4227
Email: swoolston@cookbrown.com
lryan@cookbrown.com

10 12.18. Execution in Counterparts. This Agreement may be executed in one or more
11 counterparts by facsimile, electronically (*i.e.*, DocuSign, Dropbox) or email, which, for purposes
12 of this Agreement, shall be accepted as an original. All executed counterparts and each of them
13 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
14 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
15 prove the existence and contents of this Agreement.

16 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement
17 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
18 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
19 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
20 process.

21 12.20. Severability. In the event that one or more of the provisions contained in this
22 Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such
23 invalidity, illegality or unenforceability shall in no way effect any other provision if Defense
24 Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in
25 writing to proceed as if such invalid, illegal or unenforceable provision had never been included
26 in this Agreement.

27 **IT IS SO AGREED.**
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Dated: 05 / 28 / 2026 .

Quashawn Loral Brooks
Quashawn Brooks

Dated: 05 / 28 / 2026 .

ZAGHI & CHRZAN, LLP
By: *Zachary T. Chrzan*
Brian Zaghi
Zachary T. Chrzan
Attorneys for Plaintiff
Quashawn Loral Brooks

Dated: .

Atlas Disposal Industries, LLC
By: .
Brian Waters
Chief Executive Officer

Dated: .

COOK BROWN LLP
By: .
Sarah Woolston
Lisa Ryan
Attorneys for Defendant
Atlas Disposal Industries, LLC

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Dated: _____.

Quashawn Loral Brooks

Dated: _____.

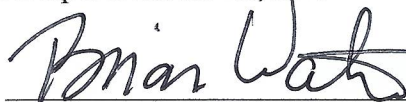
ZAGHI & CHRZAN, LLP

By: _____

Brian Zaghi
Zachary T. Chrzan
Attorneys for Plaintiff
Quashawn Loral Brooks

Dated: May 29, 2026.

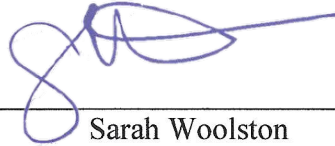
Atlas Disposal Industries, LLC

By:  _____

Brian Waters
Chief Executive Officer

Dated: May 29, 2026.

COOK BROWN LLP

By:  _____

Sarah Woolston
Lisa Ryan
Attorneys for Defendant
Atlas Disposal Industries, LLC

EXHIBIT A
(COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

(*Brooks vs. Atlas Disposal Industries, LLC, et al.*, Case No. 25CV004770)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SACRAMENTO – TANI G. CANTIL-
SAKAUYE COURTHOUSE

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against *Atlas Disposal Industries, LLC* for alleged wage and hour violations. The Action was filed by a former employee, Quashawn Loral Brooks (“Plaintiff”), and seeks payment for (1) unpaid overtime wages; unpaid minimum wages; failure to provide compliant meal periods, or compensation in lieu thereof; failure to provide compliant rest periods, or compensation in lieu thereof; failure to provide accurate itemized wage statements; failure to reimburse for necessary business expenditures; failure to pay waiting time penalties. Plaintiff also alleged that Defendant engaged in unfair competition in violation of Bus. & Prof. Code section 17200. Plaintiff makes these allegations for a class of non-exempt hourly employees (“Class Members”) who worked for *Atlas Disposal Industries, LLC* during the Class Period of February 26, 2021 to February 1, 2026; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who worked for *Atlas Disposal Industries, LLC* during the PAGA Period of February 26, 2024 to [the date of Preliminary Approval] (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring *Atlas Disposal Industries, LLC* to fund Individual Class Payments, and (2) a PAGA Settlement requiring *Atlas Disposal Industries, LLC* to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on *Atlas Disposal Industries, LLC*’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to *Atlas Disposal Industries, LLC*’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on *Atlas Disposal Industries, LLC*’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act

1 or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the
2 Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of
3 the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide
4 whether to enter a judgment that requires *Atlas Disposal Industries, LLC* to make payments under the
5 Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain
6 claims against *Atlas Disposal Industries, LLC*.

7 If you worked for *Atlas Disposal Industries, LLC* during the Class Period and/or the PAGA Period,
8 you have two basic options under the Settlement:

9 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be
10 eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class
11 Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty
12 claims against *Atlas Disposal Industries, LLC*.

13 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out)
14 by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you
15 opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve
16 your right to personally pursue Class Period wage claims against *Atlas Disposal Industries, LLC*, and, if you
17 are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the
18 PAGA portion of the proposed Settlement.

19 *Atlas Disposal Industries, LLC* will not retaliate against you for any actions you take with respect to
20 the proposed Settlement.

21 SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

22 23 24 25 26 27 28 You Don't Have to Do Anything to Participate in the Settlement	By doing nothing, you WILL receive a share of the Settlement proceeds if the proposed Settlement is finally approved, and you will give up any rights to sue Defendant separately regarding certain claims as described below in this Notice. Your estimated Settlement Award is [INSERT ESTIMATED NET SETTLEMENT AWARD] and the estimated number of pay periods that you worked during the Class Period are [INSERT ESTIMATED NUMBER OF PAY PERIODS WORKED DURING THE CLASS PERIOD]. The actual amount you receive may be different and will depend on a number of factors. See the explanation in the "Payments from Net Settlement Fund" section below for more information.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Your written Request for Exclusion letter must be faxed, emailed, or postmarked by _____, _____. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

	You cannot opt-out of the PAGA portion of the proposed Settlement. <i>Atlas Disposal Industries, LLC</i> must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice. Your written objection should be postmarked or faxed by _____,
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to <i>Atlas Disposal Industries, LLC</i>’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former *Atlas Disposal Industries, LLC* employee. The Action accuses *Atlas Disposal Industries, LLC* of violating California labor laws by failing to pay overtime wages and unpaid minimum wages; and provide compliant meal periods, or compensation in lieu thereof, compliant rest periods, or compensation in lieu thereof, accurate itemized wage statements, to reimburse for necessary business expenditures, and pay waiting time penalties. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Zaghi & Chrzan, LLP

1 (“Class Counsel.”). *Atlas Disposal Industries, LLC* strongly denies violating any laws or failing to pay
2 any wages and contends it complied with all applicable laws.

3 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

4 So far, the Court has made no determination whether *Atlas Disposal Industries, LLC* or Plaintiff is
5 correct on the merits. In the meantime, Plaintiff and *Atlas Disposal Industries, LLC* hired an experienced,
6 neutral mediator, Nikki Tolt, Esq., in an effort to resolve the Action by negotiating an end to the case by
7 agreement (settle the case) rather than continuing the expensive and time-consuming process of
8 litigation. The negotiations were successful. By signing a lengthy written settlement agreement
9 (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing
10 the Agreement, Plaintiff and *Atlas Disposal Industries, LLC* have negotiated a proposed Settlement that
11 is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of
12 disputed claims. By agreeing to settle, *Atlas Disposal Industries, LLC* does not admit any violations or
13 concede the merit of any claims.

14 **3.WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

15 1. *Atlas Disposal Industries, LLC* will pay \$605,340.00 as the Gross Settlement Amount (Gross
16 Settlement). *Atlas Disposal Industries, LLC* has agreed to deposit the Gross Settlement into an account
17 controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to
18 pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service
19 Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to
20 be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court
21 grants Final Approval, *Atlas Disposal Industries, LLC* will fund the Gross Settlement not more than 30
22 days after the Judgment entered by the Court become final. The Judgment will be final on the date the
23 Court enters Judgment, or a later date if Participating Class Members object to the proposed
24 Settlement or the Judgment is appealed.

25 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or
26 Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the
27 amounts of which will be decided by the Court at the Final Approval Hearing:

28 A. Up to \$211,869.00 (35 % of the Gross Settlement) to Class Counsel for attorneys’ fees and
up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred
expenses on the Action without payment.

B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class
Counsel, and representing the Class. A Class Representative Award will be the only monies
Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA
Payment.

C. Up to \$8,750.00 to the Administrator for services administering the Settlement.

D. Up to \$20,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and
35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period
Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will
consider all objections.

1 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts
2 approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net
3 Settlement”) by making Individual Class Payments to Participating Class Members based on their
4 Class Period Workweeks. No portion of the Net Settlement will revert to *Atlas Disposal Industries, LLC*.

5 4. Taxes Owed on Payments to Class Members. Plaintiff and *Atlas Disposal Industries, LLC* are
6 asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages
7 (“Wage Portion”) and 80% for expense reimbursement, interest, and penalties (“Non-Wage
8 Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. *Atlas
9 Disposal Industries, LLC* will separately pay employer payroll taxes it owes on the Wage Portion. The
10 Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The
11 Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual
12 Class Payments on IRS 1099 Forms.

13 Although Plaintiff and *Atlas Disposal Industries, LLC* have agreed to these allocations, neither side is giving
14 you any advice on whether your Payments are taxable or how much you might owe in taxes. You are
15 responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received
16 from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax
17 consequences of the proposed Settlement.

18 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class
19 Payments and Individual PAGA Payments will show the date when the check expires (the void date).
20 If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will
21 irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy
22 Pres”).

23 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating
24 Class Member, participating fully in the Class Settlement, unless you notify the Administrator in
25 writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the
26 Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response
27 Deadline. The Request for Exclusion should be a fax, email, or letter from a Class Member or
28 his/her/their representative setting forth a Class Member’s name, present address, telephone number,
last four digits of social security number, and a simple statement electing to be excluded from the
Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive
Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims
against *Atlas Disposal Industries, LLC*.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves
from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA
Payments and are required to give up their right to assert PAGA claims against *Atlas Disposal Industries, LLC* based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court
will decline to grant Final Approval of the Settlement or decline enter a judgment. It is also possible
the Court will enter a judgment that is reversed on appeal. Plaintiff and *Atlas Disposal Industries, LLC*
have agreed that, in either case, the Settlement will be void: *Atlas Disposal Industries, LLC* will not
pay any money and Class Members will not release any claims against *Atlas Disposal Industries, LLC*.

1 8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration
2 Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class
3 Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over
4 Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to
administer the Settlement. The Administrator’s contact information is contained in Section 9 of this
Notice.

5 9. Participating Class Members’ Release. After the Judgment is final and *Atlas Disposal Industries,*
6 *LLC* has fully funded the Gross Settlement and separately paid all employer payroll taxes,
7 Participating Class Members will be legally barred from asserting any of the claims released under the
Settlement. This means that unless you opted out by validly excluding yourself from the Class
8 Settlement, you cannot sue, continue to sue or be part of any other lawsuit against *Atlas Disposal*
Industries, LLC or related entities for wages based on the Class Period facts and PAGA penalties based
9 on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

10 The Participating Class Members will be bound by the following release:

11 All Participating Class Members release any and all claims against *Atlas Disposal Industries,*
12 *LLC* and the other Released Parties that are asserted in the First Amended Complaint or arise
13 out of or reasonably relate to the facts alleged in the First Amended Complaint that, during
14 the Class Period, Defendant failed to pay all wages due, including minimum wages and
15 overtime; pay split shift premiums and reporting time pay; provide meal periods, rest
16 periods, and cooldown periods; pay meal period, rest period, and cooldown period premiums
17 at the regular rate of pay; maintain accurate records; furnish accurate itemized wage
18 statements; reimburse necessary business expenses; timely pay all wages due during
19 employment and upon separation; and pay accrued unused vacation wages upon separation
20 (the “Released Class Claims” or “Release by Participating Class Members”). The Released
Class Claims include but are not limited to claims brought under California Labor Code
sections 201-204, 218.6, 221, 226, 226.2 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5,
1182.12, 1194, 1194.2, 1197, 1197.1, and 2802, California Business and Professions Code
sections 17200 *et seq.*, and the applicable Industrial Welfare Commission Wage Order. The
Released Class Claims include claims for wages, statutory penalties, civil penalties, or other
relief under the California Labor Code; relief from unfair competition under California
Business and Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest.

21 10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and *Atlas Disposal*
22 *Industries, LLC* has paid the Gross Settlement (and separately paid the employer-side payroll taxes),
23 all Aggrieved Employees will be barred from asserting PAGA claims against *Atlas Disposal*
Industries, LLC, whether or not they exclude themselves from the Settlement. This means that all
24 Aggrieved Employees, including those who are Participating Class Members and those who opt-out of
the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against *Atlas*
Disposal Industries, LLC or its related entities based on the PAGA Period facts alleged in the Action
25 and resolved by this Settlement.

26 The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as
27 follows:
28

1 The State of California and all Aggrieved Employees release any and all claims for civil
2 penalties under PAGA against *Atlas Disposal Industries, LLC*, and the other Released Parties
3 that arise out of or reasonably relate to the factual allegations in the First Amended
4 Complaint and/or PAGA Notice that, during the PAGA Period, *Atlas Disposal Industries,*
5 *LLC* failed to pay all wages due, including minimum wages and overtime; pay split shift
6 premiums and reporting time pay; provide meal periods, rest periods, and cooldown periods;
7 pay meal period, rest period, and cooldown period premiums at the regular rate of pay;
8 provide suitable seating; maintain accurate records; furnish accurate itemized wage
9 statements; reimburse necessary business expenses; provide and permit employees to use
10 paid sick leave as required under applicable law; timely pay all wages due during
11 employment and upon separation; timely pay wages owed to temporary workers; pay
12 accrued unused vacation wages upon separation; furnish documents signed to obtain or hold
13 employment; reimburse deposits made together with interest owed upon separation; comply
14 with the notice requirements of the Wage Theft Protection Act of 2011; unlawfully deducted
15 from wages; conducted unlawful background checks, placed unlawful restraints on
16 competition, whistleblowing, freedom of speech, and/or lawful off-duty conduct; and
17 maintained a policy or practice of improperly using salary history information in
18 employment decisions and/or requiring unlawful waivers as a condition of employment (the
19 “Released PAGA Claims” or “PAGA Release”). The Released PAGA Claims include but
20 are not limited to claims arising under California Labor Code sections 96, 98.6, 201-205.5,
21 210, 212, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 245 *et seq.*, 432 *et seq.*, 510, 512,
22 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2698 *et*
23 *seq.*, 2802, 2810.5, 3366, and 8397.4, California Business and Professions Code sections
24 16600 *et seq.*, 16700 *et seq.*, and 17200 *et seq.*, California Government Code section 12952,
25 and the Industrial Welfare Commission Wage Order. The PAGA Release applies to all
26 Aggrieved Employees, and all Aggrieved Employees will receive an Individual PAGA
27 Payment, regardless of whether they elect not to participate in the Settlement.
28

17 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

18 1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a)
19 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
20 Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual
21 Participating Class Member.

22 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a)
23 dividing \$7,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b)
24 multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved
25 Employee.

26 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class
27 Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in *Atlas*
28 *Disposal Industries, LLC*’s records, are stated in the first page of this Notice. You have until
[REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can
submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section
9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator
will accept *Atlas Disposal Industries, LLC*’s calculation of Workweeks and/or Pay Periods based on

1 *Atlas Disposal Industries, LLC's* records as accurate unless you send copies of records containing
2 contrary information. You should send copies rather than originals because the documents will not be
3 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your
4 submission and on input from Class Counsel (who will advocate on behalf of Participating Class
Members) and *Atlas Disposal Industries, LLC's* Counsel. The Administrator's decision is final. You can't
appeal or otherwise challenge its final decision.

5 **5. HOW WILL I GET PAID?**

6 1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every
7 Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also
8 qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the
Individual PAGA Payment.

9 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual
10 PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every
Non-Participating Class Member).

11 **Your check will be sent to the same address as this Notice. If you change your address, be sure to**
12 **notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's**
contact information.

13 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

14 Submit a written and signed letter, email, or fax with your name, present address, telephone number, last
15 four digits of your social security number, and a simple statement that you do not want to participate in
16 the Settlement. The Administrator will exclude you based on any writing communicating your request
17 be excluded. Be sure to personally sign your request, identify the Action as *Brooks vs. Atlas Disposal*
Industries, LLC, et al., Case No. 25CV004770, and include your identifying information (full name,
18 address, telephone number, approximate dates of employment and social security number for
verification purposes). You must make the request yourself. If someone else makes the request for you,
it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED],**
or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

20 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

21 Only Participating Class Members have the right to object to the Settlement. Before deciding whether
22 to object, you may wish to see what Plaintiff and *Atlas Disposal Industries, LLC* are asking the Court to
23 approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or
24 Plaintiff will file in Court (1) a Motion for Final Approval, and (2) a Motion for Fees, Litigation
25 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and
litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.
Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will
send you copies of these documents at no cost to you. You can also view them on the Administrator's
Website (INSERT WEBSITE) or the Court's website (INSERT WEBSITE).

26 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final
27 Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for
28 example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or
Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator**

1 is [REDACTED]. Be sure to tell the Administrator what you object to, why you object and any facts
2 that support your objection. Make sure you identify the Action as *Brooks vs. Atlas Disposal Industries,*
3 *LLC, et al., Case No. 25CV004770* and include your name, current address, telephone number and
approximate dates of employment for *Atlas Disposal Industries, LLC* and sign the objection. Section 9
of this Notice has the Administrator's contact information.

4 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your
5 own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the
6 Court what you object to, why you object, and any facts that support your objection. See Section 8 of
this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

8 You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in
9 Department 8B of the Sacramento Superior Court, Tani G. Cantil-Sakauye Courthouse, located at 500
10 G Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval
of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the
11 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel
before making a decision. You can attend (or hire a lawyer to attend) either personally or by Zoom link:
12 <https://saccourt-ca-gov.zoomgov.com/j/16184738886> or by phone: (833) 568-8864 / ID: 16184738886.
Check the Court's website for the most current information.

13 It's possible the Court will reschedule the Final Approval Hearing. You should check the
14 Administrator's website [REDACTED] beforehand or contact Class Counsel to
verify the date and time of the Final Approval Hearing.

15 **9. HOW CAN I GET MORE INFORMATION?**

16 The Agreement sets forth everything *Atlas Disposal Industries, LLC* and Plaintiff have promised to do
17 under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other
Settlement documents is to go to the Administrator's website at [REDACTED]. You
18 can also telephone or send an email to Class Counsel or the Administrator using the contact information
listed below, or consult the Superior Court website by going to ([https://prod-portal-sacramento-](https://prod-portal-sacramento-ca.journaltech.com/public-portal/)
19 [ca.journaltech.com/public-portal/](https://prod-portal-sacramento-ca.journaltech.com/public-portal/)) and entering the Case Number for the Action, Case No. 25CV004770.

20 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT** 21 **THE SETTLEMENT.**

Class Counsel:	CLASS ADMIN INFO
Brian Zaghi	
Zachary T. Chrzan	
Zaghi & Chrzan, LLP	
10880 Wilshire Blvd., Suite 1101	
Los Angeles, CA 90024	
Telephone: (310) 230-5353	
Email: brian@zclawyers.com	
zach@zclawyers.com	

28 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

1 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long
2 as you request a replacement before the void date on the face of the original check. If your check is
3 already void you will have no way to recover the money.

4 **11. WHAT IF I CHANGE MY ADDRESS?**

5 To receive your check, you should immediately notify the Administrator if you move or otherwise
6 change your mailing address.
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