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

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

Plaintiff,

vs.

GILTON SOLID WASTE MANAGEMENT,
INC., a California corporation; GILTON
RESOURCE RECOVERY, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

PATRICIO GARCIA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GILTON RESOURCE RECOVERY/
TRANSFER FACILITY, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CV-24-000287 (Lead Case)
Consolidated Case No. CV-24-003479

Honorable Clifford Tong
Department 23

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: January 12, 2027
Hearing Time: 8:30 a.m.
Department: 23

Barnwell Complaint

Filed: January 10, 2024

Garcia Complaint

Filed: May 7, 2024

Garcia FAC Filed: July 12, 2024

Trial Date: None Set

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
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4 **MOON LAW GROUP, PC**
725 S. Figueroa St., 31st Floor
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Tel: (213) 232-3128 / Fax: (213) 232-3125

5 *Attorneys for Plaintiff Patricio Garcia*

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1 This matter has come before the Honorable Clifford Tong in Department 23 of the
2 Superior Court of the State of California, for the County of Stanislaus, on January 12, 2027, at
3 8:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Daniel Barnwell ("Plaintiff Barnwell"),
5 individually and on behalf of all others similarly situated and aggrieved employees, Moon Law
6 Group, PC appears as counsel for Plaintiff Patricio Garcia ("Plaintiff Garcia") (together with
7 Plaintiff Barnwell, "Plaintiffs"), individually and on behalf of all others similarly situated and
8 O'Hagan Meyer appears as counsel for Defendants Gilton Solid Waste Management, Inc. and
9 Gilton Resource Recovery/Transfer Facility, Inc. (together, "Defendants").

10 The Court, having carefully considered the papers, argument of counsel, and all matters
11 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
12 Preliminary Approval of Class Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
15 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
16 **"EXHIBIT 2"** to the Declaration of Ryan Slinger in Support of Plaintiffs' Motion for Preliminary
17 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that
18 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement Agreement,
20 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
21 the Settlement Agreement.

22 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
23 and reasonable. It appears to the Court that extensive investigation and research have been
24 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
25 each other's respective positions. It further appears to the Court that the Settlement, at this time,
26 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
27 be presented by the further prosecution of the cases. It further appears that the Settlement has been
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1 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
2 entered into in good faith.

3 4. The Court preliminarily finds that the Settlement, including the allocations for the
4 Attorneys' Fees and Costs, Enhancement Payments, PAGA Penalty Amount, Settlement
5 Administration Costs, and payments to the Settlement Class Members and PAGA Members
6 provided thereby, appear to be within the range of reasonableness of a settlement that could
7 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
8 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
9 settlement awards made available to the Class Members and PAGA Members are fair, adequate,
10 and reasonable when balanced against the probable outcome of further litigation relating to
11 certification, liability, and damages issues.

12 5. The Court concludes that, for settlement purposes only, the proposed Class meets
13 the requirements for certification under section 382 of the California Code of Civil Procedure in
14 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
15 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
16 community of interest amongst the members of the Class with respect to the subject matter of the
17 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
18 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
19 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
20 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representatives.

21 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
22 as follows:

23 All current and former hourly-paid or non-exempt employees of Defendants in
24 California employed during the time period from January 10, 2020 through
November 17, 2025.

25 7. The Court provisionally appoints Arby Aiwasian, Yasmin Hosseini, Ryan Slinger,
26 and Alborz Javaheri of Lawyers *for* Justice, PC, as well as Kane Moon, Allen Feghali, and
27 Charlotte-Mikat Stevens of Moon Law Group, PC as Class Counsel.

28 8. The Court provisionally appoints Plaintiffs Daniel Barnwell and Patricio Garcia as

1 the Class Representatives.

2 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”)
3 to handle the administration of the Settlement (“Settlement Administrator”).

4 10. Within twenty-one (21) calendar days after entry of this Preliminary Approval
5 Order, Defendants shall provide the Settlement Administrator with the following information
6 about each Class Member: last-known full name, mailing address, telephone number, Social
7 Security Number, start and end dates employed as an hourly-paid or non-exempt employee of
8 Defendants in California during the Class Period, and such other information as is necessary for
9 the Settlement Administrator to calculate Workweeks and PAGA Pay Periods, including but not
10 limited to any dates where employees were on a leave of absence for more than one week or did
11 not work for multiple workweeks (collectively referred to as the “Class List”) in conformity with
12 the Settlement Agreement.

13 11. The Court approves, both as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be
15 provided to Class Members in the manner set forth in the Settlement. The Court finds that the
16 Class Notice appears to fully and accurately inform the Class Members of all material elements of
17 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
18 Request for Exclusion, of Class Members’ and PAGA Members’ right to challenge the
19 Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Settlement Class
20 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
21 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
22 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
23 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
24 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
25 Notice to all Class Members within fourteen (14) calendar days of receiving the Class List from
26 Defendants, pursuant to the terms set forth in the Settlement Agreement.

27 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
28 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may

1 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
2 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class
3 Notice ("Response Deadline") unless the 45th day falls on a Sunday or Federal holiday, in which
4 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
5 open. In the case of a re-mailed Class Notice, the Response Deadline shall be extended by fifteen
6 (15) calendar days from the initial Response Deadline. Any Class Member who submits a Request
7 for Exclusion from the Class Settlement will not be a Settlement Class Member and will not have
8 any right to object, appeal, or comment on the Class Settlement. Class Members who submit a
9 timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms
10 of this Agreement, any Court order approving the terms of the Class Settlement, and the Final
11 Approval Order and Judgment entered thereon. PAGA Members will be bound by the PAGA
12 Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13 13. A Final Approval Hearing shall be held before this Court on
14 _____ at 8:30 a.m. in Department 23 of the
15 Superior Court of California for the County of Stanislaus, located at 801 10th Street, Modesto,
16 California 95354, to determine all necessary matters concerning the Settlement, including: whether
17 the proposed settlement of the actions on the terms and conditions provided for in the Settlement is
18 fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
19 provided in the Settlement, should be entered herein; whether the plan of allocation contained in
20 the Settlement should be approved as fair, adequate, and reasonable to the Class Members and
21 PAGA Members; and determine whether to finally approve the requests for the Attorneys' Fees
22 and Costs, Enhancement Payments, and Settlement Administration Costs.

23 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
24 Attorneys' Fees and Costs, Enhancement Payments, PAGA Penalty Amount, and Settlement
25 Administration Costs, along with the appropriate declarations and supporting evidence, including
26 the Settlement Administrator's declaration, by _____,
27 to be heard at the Final Approval Hearing.

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1 15. Only Class Members who do not request exclusion from the Class Settlement may
2 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
3 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
4 regardless of whether they submitted a written Objection. The Objection must be signed by the
5 Settlement Class Member and contain all information required by this Settlement Agreement. A
6 Settlement Class Member who does not object prior to or at the Final Approval Hearing will be
7 deemed to have waived any objections and will be foreclosed from making any objections
8 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

9 16. The Settlement is not a concession or admission and shall not be used against
10 Defendants as an admission or indication with respect to any claim of any fault or omission by
11 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
12 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
13 neither the Settlement, nor any document, statement, proceeding or conduct related to the
14 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
15 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
16 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
17 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
18 to establish the existence of any condition constituting a violation of, or a non-compliance with
19 state, federal, local or other applicable law, except for legal proceedings concerning the
20 implementation, interpretation, or enforcement of the Settlement.

21 17. In the event the Settlement does not become effective in accordance with the terms
22 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
23 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
24 vacated, and the Parties shall revert back to their respective positions as of before entering into the
25 Settlement Agreement.

26 18. The Court reserves the right to adjourn or continue the date of the Final Approval
27 Hearing and any dates provided for in the Settlement Agreement without further notice to the
28 Class Members, and retains jurisdiction to consider all further applications arising out of or

1 connected with the Settlement.

2 **IT IS SO ORDERED.**

3 Dated: _____

By:

The Honorable Clifford Tong
Judge of the Superior Court

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Daniel Barnwell v. Gilton Solid Waste Management, Inc., et al.

Superior Court of California for the County of Stanislaus, Case No. CV-24-000287 (“*Barnwell Action*”)

Patricio Garcia v. Gilton Resource Recovery/Transfer Facility, Inc.

Superior Court of California for the County of Stanislaus, Case No. CV-24-003479 (“*Garcia Action*”)

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants’ records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiffs Daniel Barnwell (“Plaintiff Barnwell”) and Patricio Garcia (“Plaintiff Garcia”) (together, “Plaintiffs”) and Defendants Gilton Solid Waste Management, Inc. and Gilton Resource Recovery/Transfer Facility, Inc. (“Defendants”) (Plaintiffs and Defendants are collectively referred to as the “Parties”) in the cases entitled *Daniel Barnwell v. Gilton Solid Waste Management, Inc., et al.*, Stanislaus County Superior Court, Case No. CV-24-000287 (“*Barnwell Action*”) and *Patricio Garcia v. Gilton Resource Recovery/Transfer Facility, Inc., et al.*, Stanislaus County Superior Court, Case No. CV-24-003479 (“*Garcia Action*”) (together, the “Actions”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” or “**Class Member(s)**” means all current and former hourly-paid or non-exempt employees of Defendants in California employed during the Class Period.

“**Class Period**” means the time period from January 10, 2020 through [November 17, 2025 or the Alternate End Date].

“**Class Settlement**” means the settlement and resolution of Released Class Claims (described in Section III.D below).

“**PAGA Members**” means all current and former hourly-paid or non-exempt employees of Defendants in California employed during the PAGA Period.

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

“**PAGA Period**” means the time period from November 2, 2022 through [November 17, 2025 or the Alternate End Date].

II. BACKGROUND OF THE ACTION

On November 2, 2023, Plaintiff Barnwell provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of his intent to pursue civil penalties for alleged violations of the California Labor Code (“PAGA Notice”). On January 10, 2024, Plaintiff Barnwell filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in the Stanislaus County Superior Court, Case No. CV-24-000287 (“*Barnwell Action*”). On May 7, 2024, Plaintiff Garcia filed a Class Action Complaint in the Stanislaus County Superior Court, Case No. CV-24-003479 (“*Garcia Action*”) (together with the *Barnwell Action*, the “Actions”). On October 2, 2025, the Court consolidated the Actions and deemed the *Barnwell Action* as the lead case.

Plaintiffs allege that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Actions or that they violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA

Settlement and Release (“Agreement,” “Settlement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Settlement Administrator] as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Daniel Barnwell and Patricio Garcia as representatives of the Class (“Class Representatives”), and the following counsel as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Kane Moon, Esq.
Allen Feghali, Esq.
Charlotte Mikar-Stevens, Esq.
Moon Law Group
725 S. Figueroa Street Suite 3100
Los Angeles, CA 90017
Telephone: (213) 232-3128 / Fax: (213) 232-3125

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Actions have merit or that Defendants has any liability to Plaintiffs, Class Members, or PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendants is \$1,000,000.00 (the “Maximum Settlement Amount”). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 35% of the Maximum Settlement Amount (i.e., \$350,000.00 if the Maximum Settlement Amount remains \$1,000,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount up to \$65,000.00 (“Attorneys’ Costs”) (together, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payments in an amount up to \$10,000.00 to each Plaintiff; (3) Settlement Administration Costs in an amount up to \$[TBD] to the Settlement Administrator; and (4) the amount of \$75,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalty Amount”). The PAGA Penalties will be distributed 75% (\$56,250.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$18,750.00) will be distributed to PAGA Members (“PAGA Member Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was an hourly-paid or non-exempt employee of Defendants in California during the Class Period (“Workweeks”). The Settlement Administrator has will divide the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiply each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to arrive at each Class Members’ Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Share. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment"), based on the number of PAGA Pay Periods. The Settlement Administrator will divide the PAGA Member Amount, i.e., 25% of the PAGA Penalty Amount, by the total number of PAGA Pay Periods of all PAGA Members during the PAGA Period to arrive at the "PAGA Pay Period Value," and multiply each PAGA Member's individual PAGA Pay Periods during the PAGA Period to arrive at each PAGA Member's Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendants' Records

According to Defendants' records:

From [January 10, 2020] through [end date] (i.e., Class Period), you are credited with << >> Workweeks.

From [November 2, 2022] through [end date] (i.e., PAGA Period), you are credited with << >> PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute ("Workweeks Dispute") that: (a) contains the case name and number of the *Barnwell* Action (*Daniel Barnwell v. Gilton Solid Waste Management, Inc., et al.*, Stanislaus County Superior Court, Case No. CV-24-000287); (b) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) clearly states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend are the correct number of Workweeks and/or PAGA Pay Periods; (d) attaches any relevant documentation in support thereof; and (e) is submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Share is estimated to be \$<< >>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$<< >>.

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

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff Barnwell, the State of California with respect to PAGA Members, and PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff Barnwell and the PAGA Members.

“Released Class Claims” means all claims arising during the Class Period under state, federal, or local law, that were alleged or could have been alleged based on the factual allegations pleaded in the Actions, under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198, (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512, (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7, (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq., (5) failure to timely pay wages upon termination under Labor Code Sec. 203, (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210, (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226, (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d), (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802, (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

“Released PAGA Claims” means all claims arising during the PAGA Period for civil penalties under PAGA that were alleged or could have been alleged based on the factual allegations in the *Barnwell* Action and PAGA Notice.

“Released Parties” means Defendants Gilton Solid Waste Management, Inc., and Gilton Resource Recovery/Transfer Facility, Inc, and any of their former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$350,000.00 if the Maximum Settlement Amount is \$1,000,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Sixty-Five Thousand Dollars (\$65,000.00) (“Attorneys’ Costs”) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000.00) each (“Enhancement Payments”), in recognition of their services in connection with the Actions and their broader individual release and waiver of claims. The Enhancement Payments will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiffs may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed [TBD] Thousand Dollars (\$[TBD].00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendants are expected to fund the Maximum Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within thirty (30) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Members are expected to occur no within seven (7) calendar days after the funding of the Maximum Settlement Amount.

“Effective Date” means the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the *Barnwell* Action (*Daniel Barnwell v. Gilton Solid Waste Management, Inc., et al.*, Stanislaus County Superior Court, Case No. CV-24-000287); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) contain a clear statement that you request to be excluded from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the *Barnwell* Action (*Daniel Barnwell v. Gilton Solid Waste Management, Inc., et al.*, Stanislaus County Superior Court, Case No. CV-24-000287); (b) contain your full name, signature, address, telephone number, last four digits of your Social Security number; (c) states the grounds for your objection and any legal and factual support for such objection; (d) attach any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Stanislaus, located at City Towers Courthouse, 801 10th Street, Modesto, CA 95354, on <<date>>, at <<time>>, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: <https://www.stanislaus.courts.ca.gov/online-services/remote-appearances>.

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.stanislaus.courts.ca.gov/>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the *Barnwell* Action for a fee by visiting the Office of the Clerk of the Court, located at 801 10th Street, Modesto, CA 95354, during business hours, or online by visiting the following website: <https://stanportal.stanct.org/search>, typing the case number of the *Barnwell* Action (CV-24-000287), solving the reCAPTCHA, and clicking "Search."

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.