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CARLOS VELAZQUEZ on behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys General

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS VELAZQUEZ, individuals, on behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys General, Plaintiff, vs. STERICYCLE, INC., a Delaware corporation, and DOES 1-50, inclusive, Defendant.	Case No.: 24STCV10960 **JOINT STIPULATION REQUESTING APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT; ~~[PROPOSED]~~ ORDER THEREON**

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TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

Plaintiff CARLOS VELAZQUEZ ("Plaintiff") and Defendant STERICYCLE, INC. ("Defendant") (collectively, the "Parties") together submit this joint stipulation, and hereby stipulate and agree as follows:

WHEREAS, on February 23, 2024, Plaintiff commenced this Action by filing a PAGA Notice letter.

WHEREAS, on May 1, 2024, Plaintiff initiated a lawsuit against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV10960, asserting a claim for Civil Penalties Under Labor Code Private Attorneys General Act ("PAGA");

WHEREAS, on June 19, 2025, Plaintiff filed an amended PAGA notice and on August 20, 2025, Plaintiff filed a First Amended Complaint pursuant to the Parties' stipulation and the order entered by this Court;

WHEREAS, the operative First Amended Complaint is hereinafter referred to as the "Action";

WHEREAS, on April 25, 2025 the Parties engaged in an all-day mediation session presided over by Deborah Saxe, Esq. Although the case did not settle at mediation, the Parties continued to negotiate in good faith with the assistance of the mediator which ultimately led to an agreement to settle the Action, which was then formalized in a Private Attorneys General Act Settlement Agreement and Release (the "Settlement Agreement");

WHEREAS, prior to mediation, Plaintiff obtained, through informal discovery, relevant documents, data, and information, including relevant policies and data reflecting the dates of employment, hours, and pay rates of PAGA Members, their hours worked, and the pay they received;

WHEREAS, the Parties concluded that there were benefits associated with settling the Action, and concluded, after taking into account the sharply disputed factual and legal issues involved in the Action, the risks associated with further prosecution, and the substantial benefits to be received by PAGA Members under this Settlement, that settlement on the terms set forth in the

Settlement Agreement is in the best interest of the Plaintiff, the California Labor and Workforce Development Agency ("LWDA"), the PAGA Members, and Defendant, and is fair and reasonable;

WHEREAS, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action; Defendant contends that it has complied at all times with the California Labor Code, the related California Industrial Welfare Commission ("IWC") Wage Orders, and all other state wage laws, and further contends that the Action is without merit; Defendant denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Action and denies that Plaintiff or any other alleged aggrieved employee has been harmed by Defendant, including but not limited to the allegations raised by Plaintiff in the Action;

WHEREAS, the Parties negotiated and finalized the terms of a settlement memorialized in the Settlement Agreement, a true and correct copy of which is attached to the concurrently filed Declaration of Nazo Koulloukian as **Exhibit 1**;

WHEREAS, Plaintiff represents that the Settlement Agreement was uploaded as required to the LWDA website on October 6, 2025, evidence of which is attached to the concurrently filed Declaration of Nazo Koulloukian as **Exhibit 2**;

WHEREAS, the Parties seek to obtain the Court's approval of the Settlement Agreement and resolve this matter in the most efficient manner possible;

WHEREAS, for the reasons set forth in the concurrently filed supporting declarations and all other documents submitted herewith and on file in this Action, the PAGA Settlement obtained here, including a Gross Settlement Amount of $750,000 (Seven Hundred Fifty Thousand Dollars),[1] is fair and reasonable;

WHEREAS, the Settlement Agreement defines the PAGA Period as "the period from February 25, 2023, through the date that the court enters an order approving the Settlement and entering Final Judgment," subject to Defendant's option to shorten the release period if the number of PAGA Periods exceeds 10% of those as of the date of mediation;[2]

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[1] This Gross Settlement Amount is subject to an escalator clause in Section II(E)(1) of the Settlement Agreement that if triggered would, at Defendant's election, either result in an increase in the Gross Settlement Amount or a decrease to the release period.

[2] Settlement Agreement at Sections II(A)(20) and II(E)(1).

THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO AS FOLLOWS:

The Parties stipulate and jointly request that the Court approve the following terms of the Settlement Agreement which includes the following key terms:

A. PAGA Members: all individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period. (Settlement Agreement Section II (A)(18).)

B. PAGA Period: February 25, 2023, until the date of court approval of this PAGA settlement (Settlement Agreement Section II(A)(20)), subject to an escalator clause by which Defendant may elect to either shorten the PAGA Period or increase the Gross Settlement Amount (Settlement Agreement Section II(E)(1)).

C. Settlement Amount. Defendant agrees to pay the total sum of $750,000 (Seven Hundred Fifty Thousand Dollars) (the "Gross Settlement Amount"), subject to the escalator clause in Section II(E)(1) of the Settlement Agreement, in full settlement of the Action. (Settlement Agreement Section II(A)(12)). The Gross Settlement Amount will be allocated as follows:

i. PAGA Counsel's attorney fee request of 35% of the Gross Settlement Amount (currently anticipated to be $262,500);

ii. PAGA Counsel's actual costs, which amount to $21,075.19;

iii. Settlement Administration Costs not to exceed $7,000 to be paid to the Settlement Administrator, Atticus Administration;

iv. Plaintiff's Representative Enhancement Award of $10,000.00;

v. The remainder of the Gross Settlement Amount after deducting the items (i), (ii), (iii), and (iv) shall be designated as the Net Settlement Amount to be allocated between the LWDA and the Alleged PAGA Members pursuant to Labor Code section 2699(i) with 75% paid to the LWDA and 25% paid to the PAGA Members on a pro-rata basis. No portion of Plaintiff's PAGA Representative Payment shall be sent to the LWDA. The allocation is summarized in the chart below:[3]

[3] Subject to the escalator clause in Section II(E)(1) of the Settlement Agreement, which may

Gross Settlement Amount	**$750,000.00**
Settlement Administration Cost (not to exceed)	-$7,000.00
Attorneys' Fees	-$262,500.00
Attorneys' Litigation Expenses	-$21,075.19
PAGA Representative Payment	- $10,000
Net Settlement Amount	**$449,424.81**
Payable to LWDA	$337,068.61
Payable to PAGA Members	$112,356.20

D. Effective Date. The effective date of the Settlement Agreement shall be the date set forth in Paragraph II(A)(9) of the Settlement Agreement.

E. Tax Treatment of Settlement Amounts. With regard to settlement payments to the PAGA Members and Plaintiff, IRS Form 1099s will be issued. Payment of PAGA Counsel Litigation Expenses will be reflected in a Form 1099 to PAGA Counsel.

F. Settlement Funding. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within ten (10) calendar days of the Effective Date. (Settlement Agreement Sections II(A)(11); II(C)(7).)

G. Settlement Payments. The Settlement Administrator shall make payments from the Gross Settlement Amount within ten (10) calendar days after Defendant transmits the funds under Section II(C)(7).

IT IS SO STIPULATED.

Dated: October 14, 2024,

/s/ Alaya B. Meyers
Alaya B. Meyers, Esq.
Ian G. Robertson, Esq.
Littler Mendelson, P.C.
Counsel for Defendant Stericycle, Inc.

impact the Gross Settlement Amount, Attorneys' Fees, Net Settlement Amount, the amount Payable to the LWDA, and the amount Payable to PAGA Members.

Dated: October 14, 2025

Nazo Koulloukian
Counsel for Plaintiff CARLOS VELAZQUEZ

~~[PROPOSED]~~ ORDER AND JUDGMENT

The Court has received and considered the Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") entered into between Plaintiff CARLOS VELAZQUEZ, an individual, on behalf of the State of California as a private attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and Defendant STERICYCLE, INC. ("Defendant").

The Court having considered all papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the Settlement Agreement.

2. The California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2), (l)(4). In particular, on the date Plaintiff filed the stipulation seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement including a copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

   a. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as "PAGA Members:" All individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period. The PAGA Period extends from February 25, 2023, through the date of court approval of this PAGA settlement.[4]

3. The Court has jurisdiction over the subject matter of this litigation, over all PAGA Members, and over those persons undertaking affirmative obligations under the Settlement.

4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.

[4] Subject to an escalator clause that, at Defendant's election, may end the PAGA Period as of an earlier date.

Accordingly, the Court hereby finally and unconditionally approves the Settlement.

5. The Court approves the Notice of Settlement (Exhibit A to the Settlement Agreement) to be mailed to PAGA Members.

6. The Court finds that each PAGA Member, in accordance with the Settlement Agreement, releases the following "Released Claims" against Defendant and the other Released Parties, as follows:

> "Released Claims" means all claims for civil penalties under PAGA arising from the same facts and/or claims alleged in the Action, or related to claims that were pled or that could have been pled under PAGA in the Action, that accrue through the date the Court enters its order approving this Settlement. This includes, without limitation: (A) claims under California Labor Code §§ 96, 98, 98.6, 200, 201-203, 204, 208, 210.6, 212, 216, 218.5, 221-223, 226, 226(e)(1), 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245-248.6, 404, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2699(f)(2), 2699(f)(2)(A), 2699(k)(1), 2802, 2810.5, 3366, 3457, 6300, 6427, 6427(a), 6428, 6429, 6429(a)(1), 6430(a), and 8397.4 California Code of Regulations, Title 8 section 11050 *et seq.*, and any other applicable Industrial Welfare Commission ("IWC") Wage Orders, for failure to pay for all hours worked, including overtime and double-time and failure to pay overtime at the regular rate of pay; failure to pay minimum wage; failure to provide rest breaks and cool-down rest periods and to pay rest break premiums at the regular rate of pay; failure to provide meal periods and to pay meal period premiums at the regular rate of pay; failure to provide safe working conditions; failure to reimburse for required business expenses; failure to pay wages due upon termination (including Paid Sick Leave and vacation pay/Paid Time Off); failure to provide accurate wage statements and violation of recordkeeping requirements; unlawful deduction of wages by issuing advances on wages due; failure to comply with the Wage Theft Prevention Act; failure to reimburse deposits made (including for uniforms); failure to provide proper Paid Sick Leave under California Labor Code § 245 and to pay out Paid Sick Leave at the regular rate of pay; failure to timely pay wages due during employment; failure to provide temporary workers with owed wages by the regular payday; failure to provide suitable seating; unlawful restrictions on disclosing wages and skills, knowledge, and experience obtained from jobs to prospective employers; unlawful restrictions on whistleblowing; unlawful restrictions on free speech;

> failure to provide adequate and readily available sanitation facilities; unlawful background checks; unlawful reliance on salary history information for applicants; and unlawful confidentiality restrictions, including as to wages and working conditions; (B) all claims that Defendant is liable for the attorneys' fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (C) all claims that Defendant is liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (D) all claims that Plaintiff and/or the PAGA Members may have against the Released Parties relating to the payment, taxation, and allocation of attorneys' fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement. The period of the release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release. Other than Plaintiff (who has agreed to release individual claims against Defendant as provided in Section D), "Released Claims" does not include a release of individual claims the PAGA Members may have against the Released Parties. However, "Released Claims" does include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties.

7. The Gross Settlement Amount of $750,000,[5] and the methodology used to calculate the Individual Settlement Payments in accordance with the Settlement is approved.

8. The Court approves the PAGA Enhancement Award to named Plaintiff CARLOS VELAZQUEZ in the amount of $10,000.00 for his services and in consideration of the execution of a general release as to Defendant, in addition to any payment he may otherwise receive as a PAGA Member pursuant to the Settlement.

9. The Court approves Atticus Administration, LLC to act as the Settlement Administrator. The Court awards the Settlement Administrator in this Action its actual fees and costs in accordance with the terms of the Settlement Agreement, not to exceed $7,000.

10. The Court approves Koul Law Firm, APC, and Majarian Law Group, APC as PAGA Counsel.

11. The Court awards PAGA Class Counsel attorney's fees in the amount of $262,500[6]

[5] Subject to an escalator clause that may increase the Gross Settlement Amount on a *pro rata* basis.

[6] Subject to an escalator clause that may increase the Gross Settlement Amount on a *pro rata* basis.

and actual litigation expenses of $21,075.19, both of which the Court finds to be fair and reasonable. The Court authorizes the Settlement Administrator to make these payments, in accordance with the terms of the Settlement Agreement.

12. The Court authorizes the Settlement Administrator to calculate and pay the Individual Settlement Payments in accordance with the terms of the Settlement Agreement.

13. The Court finds that the LWDA Payment, as its share of the settlement of the civil penalties, is fair and reasonable. The Court authorizes the Settlement Administrator to pay the LWDA Payment, in accordance with the terms of the Settlement Agreement.

14. Checks for Individual Settlement Payments sent to PAGA Members shall be valid for 180 days after issuance. Funds remaining from any checks for Individual Settlement Payments uncashed after 180 days will be paid to the LWDA.

15. The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment, as well as the Settlement.

16. The Settlement and this resulting Order and Judgment represent a compromise of disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party.

17. Upon completion of the Settlement, the Settlement Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court within 30 days after completion of the Settlement.

18. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of the date of this Order.

Plaintiff shall give notice of entry of this order and judgment.

IT IS SO ORDERED:

Robert B. Broadbelt

DATED: 03/11/2026

Robert B. Broadbelt / Judge

Hon. Robert B. Broadbelt
Judge of the Superior Court

PROOF OF SERVICE

Case No. 24STCV10960

Velasquez v. Stericycle, Inc.

I, NADIA CHAVEZ, declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On October 14, 2025, I served the foregoing document described as:

1. **JOINT STIPULATION REQUESTING APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT; [PROPOSED] ORDER THEREON;**
2. **DECLARATION OF PLAINTIFF CARLOS VELAZQUEZ IN SUPPORT OF PAGA SETTLEMENT APPROVAL;**
3. **DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO PRIVATE ATTORNEY GENERAL ACT OF 2004;**
4. **DECLARATION OF SAHAG MAJARIAN II IN SUPPORT OF MOTION FOR PAGA APPROVAL;**
5. **DECLARATION OF CHRISTOPHER LONGLEY ON BEHALF OF ATTICUS ADMINISTRATION LLC, THE PROPOSED SETTLEMENT ADMINISTRATOR**

X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Alaya B. Meyers, Esq.
Ian G. Robertson, Esq.
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, CA 92612
ameyers@littler.com
irobertson@littler.com
HHauck@littler.com

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

Executed on October 14, 2025, in Glendale, California.

Nadia Chavez

NADIA CHAVEZ