

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
Rachel Newman (State Bar # 350826)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com
rachel@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DORICK MAHEIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

CLEAN EARTH ENVIRONMENTAL
SOLUTIONS, INC., a Delaware corporation;
HARSCO CORPORATION, a Delaware
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 22STCV24279

**DECLARATION OF SHANI O. ZAKAY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: May 1, 2024
Hearing Time: 11:00 a.m.

Judge: Hon. Stuart M. Rice
Department: 1

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, lead counsel
3 of record for Plaintiffs Dorick Maheia and Darrell White (“Plaintiffs”) in this matter. As such, I am
4 fully familiar with the facts, pleadings and history of the matter. The following facts are within my
5 own personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of the motion by Plaintiffs for an
8 order: (1) preliminarily approving the proposed settlement of this putative class and Private
9 Attorneys General Act (“PAGA”) action with Defendants CLEAN EARTH ENVIRONMENTAL
10 SOLUTIONS, INC., HARSCO CORPORATION and Stericycle, Inc. (“Defendants”); (2)
11 approving the form and method for providing class-wide notice; (3) directing that notice of the
12 proposed settlement be given to the class; and (4) scheduling a final approval hearing date to
13 consider Plaintiffs’ motion for final approval of the settlement and entry of the Judgment, and
14 Plaintiffs’ motion for approval of attorneys’ fees and litigation expenses. Attached hereto as Exhibit
15 #1 is a copy of the Class Action and PAGA Settlement Agreement (“Agreement”) along with
16 exhibits thereto. This Agreement has been agreed upon by all Parties and has been circulated for
17 all signatures. Plaintiffs will file a fully executed copy of the Agreement as soon as they receive it.
18 Attached hereto as Exhibit #2 is a copy of the redlined Class Action and PAGA Settlement
19 Agreement, reflecting the changes that were made to the Los Angeles County Superior Court’s
20 model Class Action and PAGA Settlement Agreement and Class Notice. This Declaration
21 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
22 the same meaning as set forth in the Agreement.

23 **Description of the Settlement**

24 3. As consideration for this Settlement, The Gross Settlement Amount to be paid by
25 Defendants is One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00).
26 The Gross Settlement Amount consists of the following elements: (1) the Individual Class Payments
27 to Participating Class Members, (2) Individual PAGA Payments, (3) LWDA PAGA Payment, (4)
28 Class Counsel Fees Payment, (5) Class Counsel Litigation Expenses Payment, (6) Class

1 Representative Service Payments to Plaintiffs, and (7) Administration Expenses Payment.
2 (Agreement at § 1.22.) The Gross Settlement Amount does not include Defendants' share of
3 employer payroll taxes, which Defendants shall pay to the Administrator separately. The Gross
4 Settlement Amount shall be all-in with no reversion to Defendants. (Agreement at § 3.1.)

5 4. The relief provided in the Settlement will benefit all members of the Class who do
6 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiffs or
7 segments of the Class in any way. Each Participating Class Member will be entitled to a cash
8 payment based on the plan of allocation described herein. Each Individual Class Payment will be
9 determined based upon the weeks worked by that employee during the prescribed Class Period.

10 5. On October 12, 2023, the Parties participated in an all-day mediation presided over
11 by Tripper Ortman, Esq., a respected mediator of wage and hour class actions. Class Counsel then
12 retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time
13 data. BCG provides data analysis and damage modeling consulting services specializing in wage
14 and hour class actions. BCG's team of financial and data analysts are credentialed and experienced
15 experts in their fields and have provided their expertise on thousands of cases. Stated differently,
16 BCG is uniquely qualified to analyze Defendant's time and payroll data. (Decl. Zakay at ¶ 10.) BCG
17 analyzed Defendant's time and payroll data to assist in the development of various damage models.
18 Among other things, BCG determined the approximate number of work shifts, pay periods, and
19 average number of hours worked per shift during the Class Period. BCG also estimated the number
20 of unpaid overtime hours, the number of meal and rest break violations, as well as the total damages
21 due to unreimbursed business expenses during the Class Period.

22 6. After Final Approval and the Judgment becoming final (the "Effective Date"),
23 Defendants will fund the Gross Settlement Amount in one lump sum payment within thirty (30)
24 calendar days (the "Funding Date"). (Agreement at § 4.3.) Within fourteen (14) calendar days after
25 the Funding Date, the Settlement Administrator will pay: all Individual Class Payments, all
26 Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Class
27 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative
28

1 Service Payment, all as determined by the Court at the Final Approval Hearing. (Agreement at §
2 4.4.)

3 7. The Net Settlement Amount shall equal the amount available for Individual Class
4 Payments after deducting the Court-approved amounts for the Individual PAGA Payment, LWDA
5 PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class
6 Counsel Litigation Expenses, and the Administration Expenses Payment. (Agreement at § 1.29.)
7 The submission of a claim form is not required for a Participating Class Member to be paid an
8 Individual Class Payment, including the PAGA Penalties. (Agreement at § 3.1.) The Individual
9 Class Payment will be calculated by dividing the Net Settlement Amount by the total number of
10 workweeks worked by all Participating Class Members during the Class Period and then
11 multiplying that amount by the total number of workweeks worked by each Participating Class
12 Member during the Class Period. The entire Net Settlement Amount shall be distributed.
13 (Agreement at § 3.2.4.)

14 8. Class Members will have forty-five (45) calendar days after the mailing of the Class
15 Notice to exclude themselves or submit written objections. The deadlines will be extended an
16 additional fourteen (14) calendar days for Class Members whose notice is re-mailed. (Agreement at
17 § 8.4.4.) All Class Members who do not “opt out” will be deemed Participating Class Members and
18 will be bound by the Settlement. The Notice will advise the Class Members of their right to object
19 to the Settlement. (Agreement at § 1.36.) Regardless of whether a Class Member “opts out” or
20 objects to the Settlement, they cannot “opt out” of the PAGA portion of the Settlement to the extent
21 that they are entitled to receive any PAGA Penalties.

22 9. Prior to mailing the Class Notice to the Class, the Settlement Administrator will
23 perform a search on the National Change of Address Database to update the Class Members’
24 addresses. The Settlement Administrator will perform a skip-trace search and re-mail all Class
25 Notices that are returned on or before the Response Deadline. (Agreement at § 1.10.) If an
26 Individual Class Payment or Individual PAGA Payment check is not cashed within 180 days after
27 the Settlement Administrator’s last mailing to the Participating Class Member, the funds from such
28 uncashed check will be transmitted to the California Controller’s Unclaimed Property Fund in the

1 name of the Class member thereby leaving no “unpaid residue” subject to the requirements of
2 California Code of Civil Procedure Section 384, subd. (b). (Agreement at § 4.4.3.)

3 10. The Parties have agreed to use Apex Class Action LLC as the Settlement
4 Administrator. (Agreement at §§ 1.2; 8.1.) Payment of the expenses of the Settlement Administrator
5 from the Gross Settlement Amount shall be made for the expenses of effectuating and administering
6 the Settlement. The Settlement Administrator shall receive payment for services at an amount not
7 to exceed \$13,500. (Agreement at § 3.2.3.)

8 11. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
9 (a) a Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount,
10 which is currently estimated to be \$450,000, and (b) a Class Counsel Expenses Payment of up to
11 \$50,000. (Agreement at § 3.2.2.) The Class Counsel Fees Payment will be divided between Class
12 Counsel as follows: 30% to JCL Law Firm, APC, 30% to Zakay Law Group, APLC, 25% to
13 Lawyers For Justice P.C., and 15% to Azadian Law Group, P.C.ALG. In support of this request,
14 Class Counsel will provide evidentiary support, including lodestar method calculations. Subject to
15 Court approval, the Agreement provides for payment of a Class Representative Service Payments
16 of up to \$10,000.00 each to Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and Arturo
17 Montano and up to \$15,000.00 to Plaintiff Dorick Maheia. (Agreement at § 3.2 (B)) Defendants
18 will not oppose a motion for approval of attorneys’ fees, costs and Class Representative Service
19 Payments consistent with the Agreement. (Agreement at § 3.2.2.)

20 12. Subject to Court approval, \$80,000 will be paid for settlement of civil penalties under
21 PAGA, Labor Code Section 2698 *et seq.* (Agreement at § 3.2.5.) Pursuant to the requirements of
22 Labor Code §2699(i), the PAGA Penalties shall be allocated \$60,000.00 (75%) to the LWDA (the
23 “LWDA Payment”) as the LWDA’s share of the settlement of civil penalties and \$20,000.00 (25%)
24 will be paid to the Aggrieved Employees. (Agreement at §§ 1.3.5; 3.2.5.)

25 **Case Background**

26 13. On June 9, 2022, Plaintiff Maheia filed a Notice of Violations with the LWDA and
27 served the same on Defendants Clean Earth Environmental Solutions, Stericycle, and Harsco. On
28 July 7, 2022, Plaintiff Maheia filed a class and representative PAGA Action against Defendants

1 Clean Earth Environmental Solutions, Stericycle, and Harsco alleging eight causes of action for 1)
2 Unfair Competition in Violation of Bus. & Prof. Code section 17200, *et seq.*; 2) Failure to Pay
3 Minimum Wages in Violation of California Labor Code sections 1194, 1197 and 1197.1; 3) Failure
4 to Pay Overtime Wages in Violation of California Labor Code section 510, *et seq.*; 4) Failure to
5 provide Required Meal Periods in Violation of California Labor Code sections 226.7 and 512 and
6 the applicable IWC Wage Order; 5) Failure to Provide Required Rest Periods in Violation of
7 California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; 6) Failure to
8 Provide Accurate Itemized Wage Statements in Violation of California Labor Code section 226; 7)
9 Failure to Provide Wages When Due in Violation of California Labor Code sections 201, 202 and
10 203; and 8) Failure to Reimburse Employees For Required Expenses in Violation of California
11 Labor Code section 2802 (the *Maheia* Action). On October 14, 2022, Plaintiff Maheia filed a first
12 amended complaint in the *Maheia* Action to add a ninth cause of action for Violations of PAGA.
13 On January 6, 2023, Plaintiff Maheia sent an amended PAGA notice to the LWDA and to
14 Defendants adding Plaintiff White as a Plaintiff.

15 14. On August 12, 2022, Plaintiff Hernandez filed a Notice of Violations with the
16 LWDA and served the same on Defendants Harsco, Clean Earth Environmental Solutions, and
17 Defendant Clean Earth. On October 17, 2022, Plaintiff Hernandez filed a Class Action against
18 Defendants Harsco and Clean Earth Environmental Solutions alleging ten causes of action for 1)
19 Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); 2) Violation of California
20 Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); 3) Violation of California Labor
21 Code § 226.7 (Unpaid Rest Period Premiums); 4) Violation of California Labor Code §§ 1194,
22 1197, and 1197.1 (Unpaid Minimum Wages); 5) Violation of California Labor Code §§ 201 and
23 202 (Final Wages Not Timely Paid); 6) Violation of California Labor Code § 204 (Wages Not
24 Timely Paid During Employment); 7) Violation of California Labor Code § 226(a) (Non-Compliant
25 Wage Statements); 8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite
26 Payroll Records); 9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business
27 Expenses); and 10) Violation of California Business & Professions Code §§ 17200, *et seq.* (the
28 *Hernandez* Class Action). Also on October 17, 2022, Plaintiff Hernandez filed a separate PAGA

Representative Action against Defendants Harsco and Clean Earth Environmental Solutions alleging a single cause of action for Violation of PAGA (the *Hernandez* PAGA Action).

15. On October 3, 2022, Plaintiff Montano filed a Notice of Violations with the LWDA and served the same on Defendants Clean Earth Environmental Solutions, Harsco, and Stericycle. On the same day, Plaintiff Montano filed a class action against Defendants Clean Earth Environmental Solutions, Harsco, and Stericycle alleging nine causes of action for 1) Violations of Labor Code § 204, 226.2, 1194, 1197, and wage order (wages); 2) Violations of Labor Code §§ 226.2, 510, 1194, 1198, and wage order (overtime wages); 3) Violations of Labor Code §§ 226.7 and 512 and wage order (meal periods); 4) Violation of Labor Code §§ 226.2, 226.7, 516, 558, and wage order (rest periods); 5) Violations of Labor Code § 2802 (failure to reimburse); 6) Violations of Labor Code § 226(A) (non-compliant wage statements); 7) Violations of Labor Code §§ 201-203 (failure to pay all wages owed upon termination); 8) Violations of Labor Code § 227.3 (failure to pay vacation/PTO wages); and 9) Violations of Business and Professions Code § 17200 (the Montano Action). On December 16, 2022, Plaintiff Montano filed a first amended complaint in the Montano Action to add a tenth cause of action for Violations of PAGA.

16. On June 27, 2023, Plaintiff Rainey filed a Notice of Violations with the LWDA and served the same on Defendant Harsco Corporation. Ms. Rainey has not filed a PAGA or class action in civil court against Defendants.

17. On January 9, 2023, this Court found that the Maheia Action, the Montano Action, the Hernandez Class Action, and the Hernandez Representative Action are related within the meaning of California Rules of Court, rule 3.300(a), and named the Maheia Action as the lead case. On March 25, 2024, the Parties stipulated to the filing of a second amended complaint in the Maheia Action for purposes of adding all Plaintiffs, and Stericycle, Inc. as a Defendant to the Action. This stipulation was filed with this Court on April 5, 2024.

18. Plaintiffs seek to represent a putative class of all individuals who worked for Defendants in California as non-exempt employees at any time during the Class Period. (Agreement at § 1.6.) The Class Period is the period from November 28, 2020 to February 9, 2024. (Agreement at § 1.12.) The operative complaint generally alleges the causes of action listed above, in addition

1 to causes of action for failure to keep requisite payroll records, failure to pay vacation wages, and
2 failure to pay prevailing wages. The Action seeks unpaid wages and premiums, statutory and PAGA
3 penalties, attorneys' fees, and litigation costs.

4 19. Prior to mediation, the Parties agreed to informally exchange documents and
5 information in connection with the Action. As part of this process, Defendants provided time and
6 pay records for 181 employees, approximately 26.6% of the total Class. Plaintiffs' statistician found
7 this to be sufficient to develop a meaningful damages model. Additionally, the 26.6% sample is
8 statistically reliable, resulting in a confidence level of 95% with a margin of error of 6%. In addition
9 to the time and payroll records, Defendants produced relevant policies and agreements.

10 20. On October 12, 2023, the Parties participated in an all-day mediation presided over
11 by Tripper Ortman, Esq., a respected mediator of wage and hour class actions. Class Counsel then
12 retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time
13 data. BCG provides data analysis and damage modeling consulting services specializing in wage
14 and hour class actions. BCG's team of financial and data analysts are credentialed and experienced
15 experts in their fields and have provided their expertise on thousands of cases. Stated differently,
16 BCG is uniquely qualified to analyze Defendant's time and payroll data.

17 21. BCG analyzed Defendant's time and payroll data to assist in the development of
18 various damage models. Among other things, BCG determined the approximate number of work
19 shifts, pay periods, and average number of hours worked per shift during the Class Period. BCG
20 also estimated the number of unpaid overtime hours, the number of meal and rest break violations,
21 as well as the total damages due to unreimbursed business expenses during the Class Period.

22 22. In advance of mediation, Class Counsel created several damage models predicated
23 on the BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure
24 while accounting for the uncertainties of continued litigation. These damage models informed and
25 guided Class Counsel during the mediated settlement discussions.

26 23. Mediator Ortman helped manage the Parties' expectations and provided a useful,
27 neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Mr.
28 Ortman's assistance. Namely, the Parties exchanged information regarding their respective claims

1 and defenses, including their respective evaluations of the damages. After a day of arm's length and
2 adversarial negotiations, the mediation concluded with a settlement. The complete and final terms
3 of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the
4 Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

5 24. Although a resolution has been reached, Defendants deny that they have violated
6 any applicable law, committed any wrong against Plaintiffs or any other current or former
7 employee, or that they have otherwise damaged Plaintiffs or any other current or former employee
8 in any way. Further, Defendants contend that class certification would be inappropriate for any
9 reason other than settlement. Plaintiffs contend that Defendants violated California wage and hour
10 laws. Plaintiff further contends that the Action is appropriate for class certification on the basis that
11 the Plaintiffs' claims meet the requirements for certification. Without admitting that class
12 certification is proper, Defendants have stipulated that the above Class may be certified for
13 settlement purposes only. The Parties agree that certification for settlement purposes is not an
14 admission that certification would be proper if the class certification issues were litigated. Further,
15 the Agreement is not admissible in this or any other proceeding as evidence that the Class could be
16 certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and
17 agree that the requirements for establishing class certification with respect to the Class are satisfied.

18 25. Class Counsel has conducted a thorough investigation into the facts of the action and
19 diligently evaluated the Class Members' claims against Defendants. Prior to the mediation, counsel
20 for Defendants provided Class Counsel with access to the necessary data and information to
21 evaluate the claims by the Class. Class Counsel reviewed the production of documents and
22 conducted an extensive review of a significant sample of time records and data with the assistance
23 of an expert (Berger Consulting Group). Based on the foregoing and their own independent
24 investigation, evaluation and experience, Class Counsel believe that the Settlement is fair,
25 reasonable, and adequate and is in the best interest of the Class considering all known facts and
26 circumstances, including the risk of significant delay, defenses asserted by Defendants, and
27 potential appellate issues.

28 **Risks of Continued Litigation and Standards for Approval**

1 26. This Settlement is the result of extensive and hard-fought litigation and negotiations
2 before an experienced mediator. Defendants denied and continue to deny any wrongdoing or legal
3 liability arising out of the conduct alleged in the Action. Plaintiffs and Class Counsel have
4 determined that it is beneficial to the Class Members to put to rest the Released Class Claims.
5 Plaintiff and Class Counsel recognize the expense involved in continuing to litigate and ultimately
6 trying the Action against Defendants through possible appeals, which could take several years.
7 Class Counsel have also considered the uncertain outcome and risk of litigation, especially in
8 complex actions such as the one here. Class Counsel are also mindful of, and recognize, the inherent
9 problems of proof under, and asserted defenses to, the claims asserted in the Action. Based upon
10 their evaluation, Plaintiff and Class Counsel have determined that the Settlement is in the best
11 interest of the Class Members.

12 27. Defendants' total potential exposure for the alleged violations at the time this
13 Settlement was negotiated was calculated by Berger Consulting Group, Plaintiff's damage expert.
14 For the Class, Plaintiff estimates that Defendants potentially could be subject to maximum liability
15 for damages in the amount of \$2,538,821 consisting of \$182,647 in underpayment of wages due to
16 improper calculations of regular rates of pay, \$798,201 for unpaid wages due to off-the-clock work,
17 \$1,492,416 for rest periods, \$440,743 for meal periods, and \$269,200 for unreimbursed business
18 expenses. In addition, Plaintiff's expert calculated \$1,350,601 in waiting time penalties and
19 \$1,377,550 for wage statement penalties. Consequently, the Settlement of \$1,350,000 represents
20 approximately 26% of the maximum estimated labor code *damages* plus waiting time penalties and
21 wage statement penalties (excluding PAGA Penalties). Given the amount of the Settlement
22 compared to the potential value of claims in this case and taking into consideration the defenses and
23 contentions raised by Defendants, the Settlement is fair and reasonable. The goal of this litigation
24 – to provide compensation to Class Members for allegedly unpaid time and for allegedly missed
25 meal and rest breaks – has been met.

26 28. Here, several defenses asserted by Defendants presented serious threats to the claims
27 of the Plaintiffs and the other Class Members. For instance, Defendants asserted that the
28 employment practices complied with all applicable Labor Laws. Specifically, Defendants argued

1 that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012) weakened,
2 if not eliminated, Plaintiff's claims on liability, value, and class certifiability as to the meal and rest
3 period claims. Before and during the mediation, Defendants argued that nearly all members of the
4 class were exempted from California's meal and rest break requirements because they were
5 transporting hazardous waste materials. Defendants additionally contend that the underlying merits
6 of Plaintiffs' wage and hour claims are deficient because, among other reasons, there is insufficient
7 evidence to prove that: (1) any of the underlying violations actually occurred, (2) any of the putative
8 class members were entitled to expense reimbursement, (3) Defendants' wage statements fully
9 complied with the law, and (4) Defendants compensated all putative class members for all the time
10 they spent performing work for, or were under the control of, Defendants.

11 29. There was also a significant risk that, if the Action was not settled, Plaintiffs would
12 be unable to obtain class certification and thereby not recover on behalf of any employee other than
13 themselves. Defendants argued that the individual experience of each employee varied with respect
14 to the alleged claims. While other cases have approved class certification of wage and hour claims,
15 class certification in this action would have been hotly disputed and was not a foregone conclusion,
16 because, among other reasons, Defendants contend that: (1) Plaintiff will not be able to identify
17 sufficiently pervasive patterns and practices to justify class claims, (2) Defendants policies and
18 procedures as set forth in their employee materials complied with all California laws, and (3)
19 Plaintiffs themselves did not suffer all of the alleged violations for which they seek to be class
20 representative. Even if class certification was successful, as demonstrated by the California
21 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
22 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

23 30. Finally, Plaintiff's expert calculated that Defendants could be liable for PAGA
24 penalties in an amount of \$2,382,940. However, Courts have considerable discretion to reduce the
25 penalty award. Some trial courts have awarded no civil penalties, even when Labor Code violations
26 are established. *See In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming an
27 award of \$0 in PAGA penalties in a wage and hour class action). To recover any PAGA penalties,
28 Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See

1 *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) Here,
2 Plaintiffs would need to prove that each Aggrieved Employee suffered a violation for each pay
3 period the employee worked. Again, Defendants raised several defenses that present serious threats
4 to the claims of the Plaintiff and the Aggrieved Employees. In all, Plaintiffs' PAGA liability
5 exposure is hotly contested. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), illustrates
6 the risk of PAGA claims. In *Carrington*, while the plaintiff prevailed on his PAGA claim upon trial,
7 the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good
8 faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such
9 reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after Plaintiff prevailed at
10 trial, and even then, the PAGA penalties were reduced by 90%.

11 31. Plaintiffs will apply to the Court for Class Representative Service Payments in
12 consideration for their service, and for the risks undertaken on behalf of the Class. Plaintiffs
13 performed their duties admirably by working with Class Counsel. The Plaintiffs' requested
14 payments of \$10,000.00 each to Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and
15 Arturo Montano and \$15,000.00 to Plaintiff Dorick Maheia are well within the accepted range of
16 awards for purposes of preliminary approval.

17 **Class Certification Issues**

18 32. Plaintiffs contend that the proposed Settlement meets all the requirements for class
19 certification under the California Code of Civil Procedure Section 382 as demonstrated below, and
20 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
21 should conditionally certify the Class for settlement purposes only, defined as follows:

22
23 The "Class" or "Class Members" includes:

24 **"All individuals who worked for Defendants in California as non-exempt**
25 **employees during the period between November 28, 2020, to February 9, 2024.**
(Agreement at §§ 1.6; 1.12)

26 The Parties estimate that there are 42,500 workweeks worked by 680 Class Members.
27
28

- 1 a. **Numerosity** – Here, the approximately 680 current and former employees that
2 comprise the Class can be identified based on Defendants’ records and are
3 sufficiently numerous for class certification.
- 4 b. **Common Issues Predominate** - Here, Plaintiffs contend that common questions
5 of law and fact are present. Specifically: (i) whether Defendants failed to pay
6 Class Members for all hours worked; (ii) whether Defendants failed to provide
7 meal and rest periods to Class Members; (iii) whether Defendants failed to timely
8 furnish accurate, itemized and legal wage statements; (iv) whether Defendants
9 subjected Class Members to unfair business practices; (v) whether Defendants
10 failed to reimburse Class Members for required business expenses; (vi) whether
11 Defendants are liable for attorneys’ fees and costs.
- 12 c. **Typicality** – Plaintiffs contend that the typicality requirement is fully satisfied.
13 Plaintiffs, like every other member of the Class were employed by Defendants
14 and are members of the Class. Plaintiffs were subject to the same employment
15 practices, meal and rest periods, and received similar wage statements. Thus, the
16 claims of the Plaintiffs and the Class Members arise from the same course of
17 conduct by the Defendants, involve the same employment policies, and are based
18 on the same legal theories.
- 19 d. **Adequacy** – Plaintiffs contend that the Class Members are adequately
20 represented because Plaintiffs and Class Counsel (a) do not have any conflicts of
21 interest with other Class Members, and (b) will prosecute the case vigorously on
22 behalf of the class. (*See Hanlon*, 150 F.3d at 1020.) Plaintiffs are well aware of
23 their duties as a representatives of the Class and have actively participated in the
24 prosecution of this case to date. First, Plaintiffs effectively communicated with
25 Class Counsel, provided documents to them and participated investigation and
26 negotiations in the Action. Second, Plaintiffs retained competent counsel who
27 are experienced in employment class actions. Third, there is no antagonism
28 between the interests of the Plaintiffs and those of the Class. Both the Plaintiffs

1 and the Class Members seek monetary relief under the same set of facts and legal
2 theories.

3 33. Class Counsel are experienced in prosecuting class action lawsuits and can
4 competently represent the Class. Attorneys from all Class Counsel's firms have extensive class
5 litigation experience, handling a number of class action and complex commercial cases and have
6 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
7 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
8 and other lawsuits involving complex issues of law and fact. Class Counsel have been involved as
9 class counsel in over two hundred class action matters, including many wage and hour class actions.
10 Class Counsel has been found to be adequate counsel by the courts throughout California. A true
11 and correct copy of the resume of Zakay Law Group is attached hereto as Exhibit #3. Class Counsel
12 have been approved as experienced class counsel in both state and federal courts in California in
13 contested class certification proceedings. Thus, the adequacy requirement is satisfied.

14 34. The Class Notice, drafted jointly and agreed upon by the Parties through their
15 respective counsel and to be approved by the Court, includes all relevant information (*See Exhibit*
16 *A* to the Agreement.) The Class Notice will state that the Class Members shall have forty-five (45)
17 days from the date that the Class Notice is mailed to them to request exclusion or to submit an
18 objection. The Class Members will be given an opportunity to object to the terms of the Agreement
19 and/or the request for attorneys' fees and costs and to participate at the final approval hearing. Class
20 Members will be instructed to contact the Settlement Administrator and/or Class Counsel, not the
21 Court. This notice program was designed to meaningfully reach the Class Members and advise them
22 of all pertinent information concerning the Settlement. The Class Notice will be provided in English
23 and Spanish. The mailing and distribution of the Class Notice satisfies the requirements of due
24 process, is the best notice practicable under the circumstances, and constitutes due and sufficient
25 notice to all persons entitled thereto. The Class Notice provides information on the terms and
26 provisions of the Settlement; the benefits that the Settlement provides for Class Members; the date,
27 time, and place of the final settlement approval hearing; and the procedure and deadline for
28

submitting comments, objections, and requests for exclusion. The Class Notice complies with Rules of Court 3.766 and 3.769(f).

Additional Issues

35. **Average Class Member Payment** – Should the Court approve the above distributions, the Net Settlement Amount is estimated to be \$701,500, which means that the average payment to a Class Members is approximately \$1,031.62

36. **National Change of Address** – The Settlement Administrator is required to perform a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mail the Class Notice Packet to the Class Member’s new address under section 8.4.3 of the Class Action Settlement Agreement.

37. **Information Received** – In this case, Plaintiff received all of the information needed to evaluate the claims being settled. The following is a summary of the relevant documents received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- a. A class list showing employees (identified by ID numbers) showing start and end dates of employment;
- b. Sample data showing time records including punch-in and punch-out times.
- c. Sample data showing pay records;
- d. Sample data concerning recorded meal periods;
- e. Defendants’ Employee Handbook for the relevant time period, which outlined the wage and hour policies of Defendant.
- f. Plaintiff Maheia’s wage statements;

38. **Sampling** - Prior to mediation, the Parties agreed to informally exchange documents and information in connection with the Action. As part of this process, Defendants provided time and pay records for 181 employees, approximately 26.6% of the total Class. Plaintiffs’ statistician found this to be sufficient to develop a meaningful damages model. Additionally, the 26.6% sample is statistically reliable, resulting in a confidence level of 95% with a margin of error of 6%. In addition to the time and payroll records, Defendants produced relevant policies and agreements.

39. **Settlements of Non-Wage and Hour Claims** –

1 a. Plaintiff Dorick Maheia separately settled his individual, non-wage and hour
2 claims against Defendants including wrongful termination and whistleblower
3 retaliation. Plaintiff Maheia only settled his individual claims with Defendants
4 after the class settlement had been reached. Plaintiff Maheia's individual
5 settlement agreement is confidential, however he will be submitting his
6 individual settlement agreement to the Court with this motion for the Court's in
7 camera review.

8 b. Plaintiff Darrell White separately settled his individual, non-wage and hour
9 claims against Defendants including wrongful termination and whistleblower
10 retaliation. Plaintiff Maheia only settled his individual claims with Defendants
11 after the class settlement had been reached. Plaintiff White's individual
12 settlement agreement is confidential, however he will be submitting his
13 individual settlement agreement to the Court with this motion for the Court's in
14 camera review.

15 40. **Notice to LWDA.** On April 8, 2024, at the time this motion was submitted for filing,
16 I submitted a copy of the fully executed settlement agreement to the LWDA through their online
17 filing system, and received an email confirming the submission of the proposed settlement. (See
18 Exhibit 4.)

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 8th day of April 2024, at San Diego, California.

21
22 By: 
23 Shani O. Zakay
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28

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Dorick Maheia (“Plaintiff Maheia”), Darrell White (“Plaintiff White”), Omar Hernandez (“Plaintiff Hernandez”), Tyana Rainey (“Plaintiff Rainey”), and Arturo Montano (“Plaintiff Montano”) (collectively, “Plaintiffs”) and defendants Clean Earth Environmental Solutions Inc., (“Defendant Clean Earth Environmental Solutions”), Clean Earth Inc., (“Defendant Clean Earth”), Stericycle, Inc., (“Defendant Stericycle”), Enviri Corporation (“Defendant Enviri”) and Harsco Corporation (“Defendant Harsco”) (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action(s)” means the Plaintiffs’ related lawsuits alleging wage and hour violations against Defendants captioned *Maheia v. Clean Earth Environmental Solutions, Inc., et al.*, Case Number 22STCV24279, initiated on July 27, 2022 (“Maheia Action”); *Montano v. Clean Earth Environmental Solutions Inc., et al.*, Case Number 22STCV32349, initiated on October 3, 2022 (“Montano Action”); and *Hernandez v. Harsco Corporation, et al.*, Case Number 22PSCV01331, initiated on October 17, 2022 (“Hernandez Action”) (collectively, “Clean Earth PAGA and Class Litigation”) and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700, 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 Employee” means all individuals who worked for Defendants in California as non-exempt employees during the PAGA Period.
- 1.5. “Attorneys’ Fees and Litigation Costs” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and litigation costs, respectively, incurred to prosecute the Action(s), including their pre-filing investigation, their filing of the Action(s), all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount of up to one-third (1/3) of the Gross Settlement Amount. The Attorneys’ Fees Payment shall be divided between Class Counsel as follows: 30% to JCL Law Firm, APC, and 30% to Zakay Law Group, APLC, 25% to Lawyers for Justice, PC, and 15% to Azadian Law Group, PC.
- 1.6. “Class” means all individuals who worked for Defendants in California as non-exempt employees during the Class Period.

- 1.7. “Class Counsel” means Shani O. Zakay, Esq., of Zakay Law Group APLC; Jean-Claude Lapuyade, Esq., of JCL Law Firm APC; George S. Azadian Esq. and Ani Azadian, Esq., of Azadian Law Group, PC; and Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna Ghosh, Esq. of Lawyers for Justice, PC.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, last-known telephone number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means 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 in a form substantively similar to **Exhibit A**, to be mailed to Class Members in English and Spanish, to the extent necessary, informing them of the Settlement, including key terms of the Settlement, class definition, each Class Member’s Workweeks and estimated payments, period dates, how to opt-out or object, deadlines for exclusions or objections, claims being released, updated court social distancing rules, and where to find more information. The Class Notice, court hearing dates, locations, and final judgment will be posted on the Claims Administrator’s website.
- 1.12. “Class Period” means the period from November 28, 2020, to February 9, 2024.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendants” means named defendants Clean Earth Environmental Solutions Inc., Clean Earth Inc., Stericycle, Inc., Enviri Corporation, and Harsco Corporation.
- 1.17. “Defendants’ Counsel” means Robert H. Pepple, Esq., and Alejandro Castro, Esq. of Nixon Peabody LLP.

- 1.18. “Date of Finality” (also referred to as the “Effective Date”) means the date by when the following has occurred: (a) the Court enters a Final Judgment on an order granting Final Approval. The Final Judgment becomes “final” as of the latest of the following occurrences: (1) the date the Court’s order granting Final Approval is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the order granting Final Approval, sixty-five (65) days after the order granting Final Approval; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the order granting Final Approval becomes final.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the judgment Entered by the Court upon granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means One Million, Three Hundred and Fifty Thousand Dollars and Zero Cents (\$1,350,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Class Counsel fees, Class Counsel expenses, Class Representative Service Payments, and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid Request for Exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Motion for Preliminary Approval” means the motion that Plaintiffs will file with the Court requesting Preliminary Approval of the Settlement.
- 1.28. “Motion for Final Approval” means the motion that Plaintiffs will file with the Court requesting Final Approval of the Settlement.

- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA Payment, Class Representative Service Payments, Attorneys’ Fees and Litigation Costs, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from June 9, 2021, to February 9, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code § 2698, *et seq.*).
- 1.34. “PAGA Notices” means Plaintiff Maheia’s June 9, 2022 letter to Defendant Clean Earth Environmental Solutions, Defendant Stericycle, Defendant Harsco, and the LWDA, Plaintiff Hernandez’s August 12, 2022 letter to Defendant Clean Earth Environmental Solutions, Defendant Harsco, Defendant Clean Earth, and the LWDA, Plaintiff Montano’s October 3, 2022 letter to Defendant Clean Earth Environmental Solutions, Defendant Stericycle, Defendant Harsco, and the LWDA, and Plaintiff Maheia and Plaintiff White’s January 6, 2023 letter to Defendant Clean Earth Environmental Solutions and Defendant Harsco, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means Eighty Thousand Dollars and Zero Cents (\$80,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,000.00) and the 75% to LWDA (\$60,000.00) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” means Dorick Maheia, Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano, the named plaintiffs in the Actions.
- 1.38. “Preliminary Approval” means the Court’s order granting the Motion for Preliminary Approval.
- 1.39. “Released Class Claims” means any and all claims, liabilities, demands, obligations, penalties (except for PAGA penalties), costs, expenses, attorney’s fees, damages, action or causes of action that are alleged, or that reasonably could have been alleged based on the facts alleged in the Actions, including claims for: (a) failure to pay regular and minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final wages upon separation of employment; (e) failure to

provide timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide compliant rest periods and/or pay rest required period premiums; (g) failure to reimburse necessary expenditures in discharge of duties; (h) failure to maintain required records; (i) failure to pay wages timely during employment; (j) failure to pay vacation or paid time off wages; (k) failure to pay prevailing wages; and (l) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties arising under the California Labor Code or Wage Orders based on the alleged failures set forth above (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (l) any violation of the California Labor Code arising from or related to the conduct alleged in in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 *et seq.*, 2800, 2802, 2804 and IWC Wage Orders; and (m) all claims for unfair business practices under California Business & Professions Code Section 17200, *et seq.*, that could have been premised on the claims, causes of action or legal theories of relief described above in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and expressly excluding all other claims, including claims for unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period.

- 1.40. "Released PAGA Claims" means any and all claims for civil penalties under PAGA based on the labor code violations of 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 *et seq.*, 2800, 2802, 2804 and IWC Wage Orders which were alleged in the PAGA Notices and subsequently pled in the operative and/or any amended complaints Plaintiffs will file pursuant to this Settlement, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices Plaintiffs sent to the LWDA.
- 1.41. "Released Parties" means Defendants and all of their respective current and former parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, exempt-employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives, both individually and in their business capacities, and any individual or entity who or which could be jointly liable with Defendants as joint employers or otherwise, all persons or entities acting by, through under or in concert with any of them. .
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class

Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Actions effected by this Agreement and the Final Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1. On June 9, 2022, Plaintiff Maheia filed a Notice of Violations with the LWDA and served the same on Defendant Clean Earth Environmental Solutions, Defendant Stericycle, and Defendant Harsco.

2.2. On July 7, 2022, Plaintiff Maheia filed the *Maheia* Action against Defendant Clean Earth Environmental Solutions, Defendant Stericycle, Defendant Harsco, and DOES 1 through 50, alleging eight (8) causes of action for “(1) Unfair Competition in Violation of Bus. & Prof. Code section 17200, *et seq.*; (2) Failure to Pay Minimum Wages in Violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code section 510, *et seq.*; (4) Failure to provide Required Meal Periods in Violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code section 226; (7) Failure to Provide Wages When Due in Violation of California Labor Code sections 201, 202 and 203; and (8) Failure to Reimburse Employees For Required Expenses in Violation of California Labor Code section 2802.” Defendant Clean Earth Environmental Solutions, Defendant Stericycle, and Defendant Harsco deny the allegations in the Complaint, deny any failure to comply with the laws identified in the Complaint and deny any and all liability for the causes of action alleged.

2.3. On August 12, 2022, Plaintiff Hernandez filed a Notice of Violations with the LWDA and served the same on Defendant Harsco, Defendant Clean Earth Environmental Solutions, and Defendant Clean Earth.

2.4. On October 3, 2022, Plaintiff Montano filed the *Montano* Action against Defendant Clean Earth Environmental Solutions, Defendant Harsco, Defendant Stericycle, and DOES 1 through 10, alleging nine (9) causes of action for “(1) Violations of Labor Code § 204, 226.2, 1194, 1197, and wage order (wages); (2) Violations of Labor Code §§ 226.2, 510, 1194, 1198, and wage order (overtime wages); (3) Violations of Labor Code §§ 226.7 and 512 and wage order (meal periods); (4) Violation of Labor Code §§ 226.2, 226.7, 516, 558, and wage order (rest periods); (5) Violations of Labor Code § 2802 (failure to reimburse); (6) Violations of Labor Code § 226(A) (non-compliant wage statements); (7) Violations of

Labor Code §§ 201-203 (failure to pay all wages owed upon termination); (8) Violations of Labor Code § 227.3 (failure to pay vacation/PTO wages); and (9) Violations of Business and Professions Code § 17200.” Defendant Clean Earth Environmental Solutions, Defendant Stericycle, and Defendant Harsco deny the allegations in the complaint, deny any failure to comply with the laws identified in the complaint, and deny any and all liability for the causes of action alleged.

- 2.5. On October 14, 2022, Plaintiff Maheia filed a first amended complaint in the *Maheia* Action to add a ninth (9th) cause of action for Violations of PAGA.
- 2.6. On October 17, 2022, Plaintiff Hernandez filed the *Hernandez* Class Action against Defendant Harsco, Defendant Clean Earth Environmental Solutions, and DOES 1 through 100, alleging ten (10) causes of action for “(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, *et seq.*”
- 2.7. On October 17, 2022, Plaintiff Hernandez filed the *Hernandez* Representative Action against Defendant Harsco, Defendant Clean Earth Environmental Solutions, and DOES 1 through 100, alleging one (1) cause of action for Violation of PAGA.
- 2.8. On December 16, 2022, Plaintiff Montano filed a first amended complaint in the *Montano* Action to add a tenth (10th) cause of action for Violations of PAGA.
- 2.9. On January 6, 2023, Plaintiff Maheia and Plaintiff White filed an amended Notice of Violations with the LWDA and served the same on Defendant Clean Earth Environmental Solutions and Defendant Harsco to add Plaintiff White as a named Plaintiff in the *Maheia* Action.
- 2.10. On January 9, 2023, the Court found that the *Maheia* Action, the *Montano* Action, the *Hernandez* Class Action, and the *Hernandez* Representative Action are related within the meaning of California Rules of Court, rule 3.300(a), and that the *Maheia* Action is the lead case.
- 2.11. On March 25, 2024, the Parties stipulated to the filing of a second amended complaint in the *Maheia* Action for purposes of adding all Plaintiffs, and Stericycle, Inc. as a Defendant, to the Action. The Second Amended Complaint will also include causes of action for Failure to Keep Requisite Payroll Records in Violation of Cal. Lab. Code § 1174(d), Failure to Pay Vacation/PTO Wages in Violation of Cal. Lab. Code § 227.3, and

Failure to Pay Prevailing Wages in Violation of Cal. Lab. Code §§ 1720-*et seq.*

- 2.12. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.13. On October 12, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a wage and hour class and representative actions mediator, which led to this Agreement to settle the Actions.
- 2.14. Prior to mediation, Plaintiffs obtained, through informal discovery, timekeeping records, and payroll records for the Class Members. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.15. The Parties, Class Counsel and Defendants' Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00), and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: Class Representative Service Payments to Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each Class Representative Service Payment to Plaintiff Dorick Maheia in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (for a total of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00)) ("*Class Representative Service Payment*"). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount for each Plaintiff. As part of the motion for Attorneys' Fees and Litigation Costs, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net

Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099-MISC. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: Attorneys' Fees of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) and Litigation Costs of not more than \$50,000.00 Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel fees and litigation costs no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a payment for Class Counsel fees and/or litigation costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel fees and/or litigation costs. The Administrator will pay the Class Counsel fees and litigation costs using one or more IRS Form 1099-MISC. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Litigation Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An "Administrator Expenses Payment" not to exceed Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS Form 1099-MISC. Participating Class Members assume full responsibility and liability for any employee taxes owed on their 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 any Individual Class Payments. The Administrator will retain amounts equal to their

Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. However, Non-Participating Class Members who are Aggrieved Employees will still receive payment with respect to the settlement of PAGA claims and be bound to the Released PAGA Claims.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated to the LWDA Payment and 25% (\$20,000.00) 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' 25% share of PAGA Penalties (\$20,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 680 Class Members who collectively worked a total of 42,500 Workweeks, and 460 Aggrieved Employees who worked a total of 18,603 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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.

4.3. Funding of Gross Settlement Amount. After all of the requirements set to meet the Date of Finality are met, Defendants shall fully fund the Gross Settlement Amount, and also

fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Date of Finality.

- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Attorneys' Fees and Litigation Costs, and the Class Representative Service Payment. Disbursement of Attorneys' Fees and Litigation Costs and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and 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 (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those

specified in this Agreement.

5. [INTENTIONALLY OMITTED]

6. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1 Plaintiffs' Release. Plaintiffs Hernandez, Rainey, and Montano, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the operative complaint(s) and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the operative complaint(s) and Plaintiffs' PAGA Notices, Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 6.2 Release by Participating Class Members. Upon entry of Final Judgment, all Participating Class Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released Class Claims.
- 6.3 Release by Aggrieved Employees. Upon entry of Final Judgment, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a Motion for Preliminary Approval that complies with the Court's current checklist for Preliminary Approvals.

- 7.1 Defendants' Declaration in Support of Preliminary Approval. Defendants will provide a declaration under penalty of perjury confirming the number of Class Members and workweeks they worked during the applicable Class Period one week prior to Plaintiffs' deadline to file their Motion for Preliminary Approval of the Settlement. In their declarations, Defendants and Defendants' Counsel shall disclose all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defendants' Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.2 Plaintiffs' Responsibilities. Class Counsel will prepare and deliver to Defendants' Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed order granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defendants' Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notices (Labor Code section 2699.3, subd. (a)), operative complaint(s) (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the model agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3 Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval no later than seventy-five (75) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defendants' Counsel will diligently work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defendants' Counsel will diligently work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than three (3) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First-Class USPS mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than three (3) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address

Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendants or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Allegedly Aggrieved Employees are not permitted to object or opt out of the PAGA portion of this Agreement.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraph 6.2, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is 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 Final Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph of this Agreement and are eligible for an Individual PAGA Payment.

8.5.5 Any funds allocated to Class Members who opted out of the Class Settlement will be added to the Net Settlement Amount for distribution to the Participating Class Members.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the 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 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defendants' Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 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 amounts requested for Attorneys' Fees and Litigation Costs and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the motion for Class Counsel fees payment, Class Counsel litigation expenses payment, Class Representative Service Payment, the Final Approval, and the Final Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defendants' Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defendants' Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; objections received; challenges to Workweeks and/or Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or 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 over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defendants' Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance

with all of its obligations under this Agreement, including, but not limited to, its mailing of 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 (both valid or 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) in Court.

8.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defendants' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defendants' Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 680 Class Members and 42,500 total Workweeks during the Class Period and (2) there were 460 Aggrieved Employees who worked 18,603 Pay Periods during the PAGA Period. In the event that the actual total number of Workweeks exceeds 42,500 by more than 10%, *i.e.*, $(42,500 \times 0.1)$, by the end of the Class Period and/or PAGA Period, the Gross Settlement Amount shall be increased on a pro rata basis at a value of Thirty-Two Dollars and Fifty Cents (\$32.50) per Workweek. For example, if the total number of workweeks is $(42,500 \times 0.1) + 1$, Defendants would be required to increase the Gross Settlement Amount by \$32.50 for a total of \$1,350,032.50. Defendants will provide a declaration under penalty of perjury confirming the number of applicable Class Members and Workweeks they worked during the applicable Class Period one week prior to Plaintiffs' deadline to file their Motion for Preliminary Approval of the Settlement.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in 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. (l), a proposed order granting Final Approval and a proposed Final Judgment. Plaintiffs shall provide drafts of these documents to Defendants' Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defendants' Counsel will diligently meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel fees payment, Class Counsel litigation expenses payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain continuing jurisdiction over this case under Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this settlement or if not entered the date this agreement shall no longer be of any force or effect.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties

agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.2 No Publicity. Neither Plaintiffs' counsel nor Defendants' Counsel shall publicize the Settlement on their website or in advertising/marketing materials, other than filing documents with the Court. The Parties and their respective counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiffs or their counsel or Defendants or their counsel receive an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendants or Plaintiffs from making any required disclosure. Nothing shall prevent Plaintiffs' counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defendants' Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator for resolution. In the event the Parties cannot reach a resolution through a mediator, the Parties may then seek the assistance of the

Court.

- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defendants' Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall refer to calendar days.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third (3rd) court day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

AZADIAN LAW GROUP, P.C.

707 Foothill Blvd, Ste 200,
La Canada Flt, CA 91011-3456
T: 213-229-9031
F: 626-628-1722
george@azadianlawgroup.com

LAWYERS for JUSTICE, P.C.

410 Arden Ave Ste 203,
Glendale, CA 91203-4007
T: 818-265-1020
F: 818-265-1021
edwin@calljustice.com
e-service@calljustice.com
ss@calljustice.com
joanna@calljustice.com
arby@calljustice.com

To Defendants:

NIXON PEABODY, LLP

300 South Grand Avenue
Suite 4100
Los Angeles, CA 90071-3151

T: 213-629-6000
F: 213-629-6001
rpepple@nixonpeabody.com
acastro@nixonpeabody.com

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

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

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

Dated: 04/02/2024, 2024


Dorick Maheia (Apr 2, 2024 08:53 PDT)

Plaintiff Dorick Maheia

Dated: 04/02/2024, 2024


Darrell White (Apr 2, 2024 08:45 PDT)

Plaintiff Darrell White

Dated: _____, 2024

Plaintiff Omar Hernandez

Dated: _____, 2024

Plaintiff Tyana Rainey

Dated: 04/05/2024, 2024


Arturo Montano (Apr 5, 2024 12:44 PDT)

Plaintiff Arturo Montano

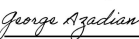
Dated: April 2, 2024


Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: April 2, 2024


Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: 04/05/2024, 2024


George Azadian

George Azadian
Ani Azadian
Azadian Law Group, PC
Attorney for Plaintiffs



Dated: April 8, 2024

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers For Justice, PC
Attorney for Plaintiff Hernandez and Plaintiff Rainey

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: _____, 2024

For Defendant
CLEAN EARTH ENVIRONMENTAL SOLUTIONS

Dated: _____, 2024

For Defendant
CLEAN EARTH, INC.

Dated: _____, 2024

For Defendant
STERICYCLE, IN.

Dated: _____, 2024

For Defendant
ENVIRI CORPORATION

Dated: _____, 2024

For Defendant
HARSCO CORPORATION

Dated: _____, 2024

Robert H. Pepple
Alejandro J. Castro

Nixon Peabody LLP
Attorney for Defendants

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Maheia v. Clean Earth Environmental Solutions, Inc., et al., Case No. 22STCV24279

The Superior Court for the State of California authorized this “Notice”. Please read it carefully! This is 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 CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC., CLEAN EARTH INC., STERICYCLE, INC., ENVIRI CORPORATION, and HARSCO CORPORATION (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees, Dorick Maheia, Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano (“Plaintiffs”), and seeks payment of (1) back wages and other relief for a class of all individuals who worked for Defendants in California as non-exempt employees during the Class Period (November 28, 2020, through February 9, 2024) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who worked for Defendants in California during the “PAGA Period” (June 9, 2021, through February 9, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a class settlement (“Class Settlement”) requiring Defendants to fund individual class payments (“Individual Class Payments”), and (2) a PAGA settlement (“PAGA Settlement”) requiring Defendants to fund individual PAGA payments (“Individual PAGA Payments”) and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$XX (less withholding) and your Individual PAGA Payment is estimated to be \$XX.** 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 Defendants’ 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 Defendants’ records showing that **you worked XX workweeks** during the Class Period and **you worked XX pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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 or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Class Member who did not file a valid "Request for Exclusion" ("Participating Class Member"), though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	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. 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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims.
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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

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 LWDA 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants 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?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by (a) failure to pay regular and minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final wages upon separation of employment; (e) failure to provide timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide compliant rest periods and/or pay rest required period premiums; (g) failure to reimburse necessary expenditures in discharge of duties; (h) failure to maintain required records; (i) failure to pay wages timely during employment; (j) failure to pay vacation wages; (k) failure to pay prevailing wages; and (l) violation of California's Business and Professions Code, and other derivative claims. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: JCL Law Firm, APC, Zakay Law Group, APLC, Lawyers For Justice, PC, and Azadian Law Group, PC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a

compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$1,350,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, “Class Representative Service Payment”, Class Counsel’s attorney’s fees and litigation costs, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$450,000.00 (One-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$50,000.00 for their litigation costs. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 each to Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano and up to \$15,000.00 to Plaintiff Dorick Maheia as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payment.
 - C. Up to \$13,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$80,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% 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.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interests and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **XX**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **XX** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone 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 Defendants.

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 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. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over 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.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes), 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 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, damages, action or causes of action that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including claims for: (a) failure to pay regular and minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final wages upon separation of employment; (e) failure to provide timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide compliant rest periods and/or pay rest required period premiums; (g) failure to reimburse necessary expenditures in discharge of duties; (h) failure to maintain required records; (i) failure to pay wages timely during employment; (j) failure to pay vacation wages; (k) failure to pay prevailing wages; (l) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties arising under the California Labor Code or Wage Orders based on the alleged failures set forth above (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (m) any violation of the California Labor Code arising from or related to the conduct alleged in in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551,

552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 *et seq.*, 2800, 2802, 2804 and IWC Wage Orders; and (n) all claims for unfair business practices under California Business & Professions Code Section 17200 *et seq.* that could have been premised on the claims, causes of action or legal theories of relief described above in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and expressly excluding all other claims, including claims for unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all 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 Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from any and all claims for civil penalties under PAGA based on the labor code violations of 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 *et seq.*, 2800, 2802, 2804 and IWC Wage Orders which were alleged in the PAGA Notices and subsequently pled in the operative and/or any amended complaints Plaintiffs will file pursuant to this Settlement, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices Plaintiffs sent to the LWDA.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$20,000.00 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as

recorded in Defendants' records, are stated in the first page of this Notice. You have until **MONTH XX, 202X** 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 Defendants' calculation of workweeks and/or pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweeks and/or pay periods challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Maheia v. Clean Earth Environmental Solutions, Inc., et al.*, Case No. 22STCV24279, and include your identifying information (full name, 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 receive your request to be excluded by **MONTH XX, 202X**, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least twenty-eight (28) days before the **MONTH XX, 202X** Final Approval

Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a motion for final approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a motion for fees, litigation expenses and service award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. 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 <https://www.apexclassaction.com> or the Court's website at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the motion for Final Approval and/or motion for fees, litigation expenses and service award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is XX.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Maheia v. Clean Earth Environmental Solutions, Inc., et al., Case No. 22STCV24279* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the 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.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on XX at XX:XX am/pm in Department XX of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defendants' Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.apexclassaction.com> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's website at

<https://www.apexclassaction.com/>. You 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV24279. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

AZADIAN LAW GROUP, P.C.

707 Foothill Blvd, Ste 200,
La Canada Flt, CA 91011-3456
T: 213-229-9031
F: 626-628-1722
george@azadianlawgroup.com

LAWYERS for JUSTICE, P.C.

410 Arden Ave Ste 203,
Glendale, CA 91203-4007
T: 818-265-1020
F: 818-265-1021
edwin@calljustice.com

APEX CLASS ACTION LLC

18 Technology Drive, Suite 164
Irvine, CA 92618
T: 1-800-355-0700
F: (949) 878-3536
info@apexclassaction.com

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Dorick Maheia (“Plaintiff Maheia”), Darrell White (“Plaintiff White”), Omar Hernandez (“Plaintiff Hernandez”), Tyana Rainey (“Plaintiff Rainey”), and Arturo Montano (“Plaintiff Montano”) (collectively, “Plaintiffs”) and defendants Clean Earth Environmental Solutions Inc., (“Defendant Clean Earth Environmental Solutions”), Clean Earth Inc., (“Defendant Clean Earth”), Stericycle, Inc., (“Defendant Stericycle”), Enviri Corporation (“Defendant Enviri”) and Harsco Corporation (“Defendant Harsco”) (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action(s)” means the Plaintiffs’ related lawsuits alleging wage and hour violations against Defendants captioned *Maheia v. Clean Earth Environmental Solutions, Inc., et al.*, Case Number 22STCV24279, initiated on July 27, 2022 (“*Maheia Action*”); *Montano v. Clean Earth Environmental Solutions Inc., et al.*, Case Number 22STCV32349, initiated on October 3, 2022 (“*Montano Action*”); and *Hernandez v. Harsco Corporation, et al.*, Case Number 22PSCV01331, initiated on October 17, 2022 (“*Hernandez Action*”) (collectively, “Clean Earth PAGA and Class Litigation”) and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700, 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 Employee” means all individuals who worked for Defendants in California as non-exempt employees during the PAGA Period.
- 1.5. “Attorneys’ Fees and Litigation Costs” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and litigation costs, respectively, incurred to prosecute the Action(s), including their pre-filing investigation, their filing of the Action(s), all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount of up to one-third (1/3) of the Gross Settlement Amount. The Attorneys’ Fees Payment shall be divided between Class Counsel as follows: 30% to JCL Law Firm, APC, and 30% to Zakay Law Group, APLC, 25% to Lawyers for Justice, PC, and 15% to Azadian Law Group, PC.
- 1.6. “Class” means all individuals who worked for Defendants in California as non-exempt employees during the Class Period.

- 1.7. “Class Counsel” means Shani O. Zakay, Esq., of Zakay Law Group APLC; Jean-Claude Lapuyade, Esq., of JCL Law Firm APC; George S. Azadian Esq. and Ani Azadian, Esq., of Azadian Law Group, PC; and Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna Ghosh, Esq. of Lawyers for Justice, PC.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, last-known telephone number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means 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 in a form substantively similar to **Exhibit A**, to be mailed to Class Members in English and Spanish, to the extent necessary, informing them of the Settlement, including key terms of the Settlement, class definition, each Class Member’s Workweeks and estimated payments, period dates, how to opt-out or object, deadlines for exclusions or objections, claims being released, updated court social distancing rules, and where to find more information. The Class Notice, court hearing dates, locations, and final judgment will be posted on the Claims Administrator’s website.
- 1.12. “Class Period” means the period from November 28, 2020, to February 9, 2024.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendants” means named defendants Clean Earth Environmental Solutions Inc., Clean Earth Inc., Stericycle, Inc., Enviri Corporation, and Harsco Corporation.
- 1.17. “Defendants’ Counsel” means Robert H. Pepple, Esq., and Alejandro Castro, Esq. of Nixon Peabody LLP.

- 1.18. “Date of Finality” (also referred to as the “Effective Date”) means the date by when the following has occurred: (a) the Court enters a Final Judgment on an order granting Final Approval. The Final Judgment becomes “final” as of the latest of the following occurrences: (1) the date the Court’s order granting Final Approval is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the order granting Final Approval, sixty-five (65) days after the order granting Final Approval; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the order granting Final Approval becomes final.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the judgment Entered by the Court upon granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means One Million, Three Hundred and Fifty Thousand Dollars and Zero Cents (\$1,350,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Class Counsel fees, Class Counsel expenses, Class Representative Service Payments, and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid Request for Exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Motion for Preliminary Approval” means the motion that Plaintiffs will file with the Court requesting Preliminary Approval of the Settlement.
- 1.28. “Motion for Final Approval” means the motion that Plaintiffs will file with the Court requesting Final Approval of the Settlement.

- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA Payment, Class Representative Service Payments, Attorneys’ Fees and Litigation Costs, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from June 9, 2021, to February 9, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code § 2698, *et seq.*).
- 1.34. “PAGA Notices” means Plaintiff Maheia’s June 9, 2022 letter to Defendant Clean Earth Environmental Solutions, Defendant Stericycle, Defendant Harsco, and the LWDA, Plaintiff Hernandez’s August 12, 2022 letter to Defendant Clean Earth Environmental Solutions, Defendant Harsco, Defendant Clean Earth, and the LWDA, Plaintiff Montano’s October 3, 2022 letter to Defendant Clean Earth Environmental Solutions, Defendant Stericycle, Defendant Harsco, and the LWDA, and Plaintiff Maheia and Plaintiff White’s January 6, 2023 letter to Defendant Clean Earth Environmental Solutions and Defendant Harsco, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means Eighty Thousand Dollars and Zero Cents (\$80,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,000.00) and the 75% to LWDA (\$60,000.00) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” means Dorick Maheia, Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano, the named plaintiffs in the Actions.
- 1.38. “Preliminary Approval” means the Court’s order granting the Motion for Preliminary Approval.
- 1.39. “Released Class Claims” means any and all claims, liabilities, demands, obligations, penalties (except for PAGA penalties), costs, expenses, attorney’s fees, damages, action or causes of action that are alleged, or that reasonably could have been alleged based on the facts alleged in the Actions, including claims for: (a) failure to pay regular and minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final wages upon separation of employment; (e) failure to

provide timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide compliant rest periods and/or pay rest required period premiums; (g) failure to reimburse necessary expenditures in discharge of duties; (h) failure to maintain required records; (i) failure to pay wages timely during employment; (j) failure to pay vacation or paid time off wages; (k) failure to pay prevailing wages; and (l) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties arising under the California Labor Code or Wage Orders based on the alleged failures set forth above (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (l) any violation of the California Labor Code arising from or related to the conduct alleged in in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 *et seq.*, 2800, 2802, 2804 and IWC Wage Orders; and (m) all claims for unfair business practices under California Business & Professions Code Section 17200, *et seq.*, that could have been premised on the claims, causes of action or legal theories of relief described above in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and expressly excluding all other claims, including claims for unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period.

- 1.40. "Released PAGA Claims" means any and all claims for civil penalties under PAGA based on the labor code violations of 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 *et seq.*, 2800, 2802, 2804 and IWC Wage Orders which were alleged in the PAGA Notices and subsequently pled in the operative and/or any amended complaints Plaintiffs will file pursuant to this Settlement, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices Plaintiffs sent to the LWDA.
- 1.41. "Released Parties" means Defendants and all of their respective current and former parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, exempt-employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or legal representatives, both individually and in their business capacities, and any individual or entity who or which could be jointly liable with Defendants as joint employers or otherwise, all persons or entities acting by, through under or in concert with any of them. .
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class

Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Actions effected by this Agreement and the Final Judgment.

1.45. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1. On June 9, 2022, Plaintiff Maheia filed a Notice of Violations with the LWDA and served the same on Defendant Clean Earth Environmental Solutions, Defendant Stericycle, and Defendant Harsco.

2.2. On July 7, 2022, Plaintiff Maheia filed the *Maheia* Action against Defendant Clean Earth Environmental Solutions, Defendant Stericycle, Defendant Harsco, and DOES 1 through 50, alleging eight (8) causes of action for “(1) Unfair Competition in Violation of Bus. & Prof. Code section 17200, *et seq.*; (2) Failure to Pay Minimum Wages in Violation of California Labor Code sections 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code section 510, *et seq.*; (4) Failure to provide Required Meal Periods in Violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code section 226; (7) Failure to Provide Wages When Due in Violation of California Labor Code sections 201, 202 and 203; and (8) Failure to Reimburse Employees For Required Expenses in Violation of California Labor Code section 2802.” Defendant Clean Earth Environmental Solutions, Defendant Stericycle, and Defendant Harsco deny the allegations in the Complaint, deny any failure to comply with the laws identified in the Complaint and deny any and all liability for the causes of action alleged.

2.3. On August 12, 2022, Plaintiff Hernandez filed a Notice of Violations with the LWDA and served the same on Defendant Harsco, Defendant Clean Earth Environmental Solutions, and Defendant Clean Earth.

2.4. On October 3, 2022, Plaintiff Montano filed the *Montano* Action against Defendant Clean Earth Environmental Solutions, Defendant Harsco, Defendant Stericycle, and DOES 1 through 10, alleging nine (9) causes of action for “(1) Violations of Labor Code § 204, 226.2, 1194, 1197, and wage order (wages); (2) Violations of Labor Code §§ 226.2, 510, 1194, 1198, and wage order (overtime wages); (3) Violations of Labor Code §§ 226.7 and 512 and wage order (meal periods); (4) Violation of Labor Code §§ 226.2, 226.7, 516, 558, and wage order (rest periods); (5) Violations of Labor Code § 2802 (failure to reimburse); (6) Violations of Labor Code § 226(A) (non-compliant wage statements); (7) Violations of

Labor Code §§ 201-203 (failure to pay all wages owed upon termination); (8) Violations of Labor Code § 227.3 (failure to pay vacation/PTO wages); and (9) Violations of Business and Professions Code § 17200.” Defendant Clean Earth Environmental Solutions, Defendant Stericycle, and Defendant Harsco deny the allegations in the complaint, deny any failure to comply with the laws identified in the complaint, and deny any and all liability for the causes of action alleged.

- 2.5. On October 14, 2022, Plaintiff Maheia filed a first amended complaint in the *Maheia* Action to add a ninth (9th) cause of action for Violations of PAGA.
- 2.6. On October 17, 2022, Plaintiff Hernandez filed the *Hernandez* Class Action against Defendant Harsco, Defendant Clean Earth Environmental Solutions, and DOES 1 through 100, alleging ten (10) causes of action for “(1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (10) Violation of California Business & Professions Code §§ 17200, *et seq.*”
- 2.7. On October 17, 2022, Plaintiff Hernandez filed the *Hernandez* Representative Action against Defendant Harsco, Defendant Clean Earth Environmental Solutions, and DOES 1 through 100, alleging one (1) cause of action for Violation of PAGA.
- 2.8. On December 16, 2022, Plaintiff Montano filed a first amended complaint in the *Montano* Action to add a tenth (10th) cause of action for Violations of PAGA.
- 2.9. On January 6, 2023, Plaintiff Maheia and Plaintiff White filed an amended Notice of Violations with the LWDA and served the same on Defendant Clean Earth Environmental Solutions and Defendant Harsco to add Plaintiff White as a named Plaintiff in the *Maheia* Action.
- 2.10. On January 9, 2023, the Court found that the *Maheia* Action, the *Montano* Action, the *Hernandez* Class Action, and the *Hernandez* Representative Action are related within the meaning of California Rules of Court, rule 3.300(a), and that the *Maheia* Action is the lead case.
- 2.11. On March 25, 2024, the Parties stipulated to the filing of a second amended complaint in the *Maheia* Action for purposes of adding all Plaintiffs, and Stericycle, Inc. as a Defendant, to the Action. The Second Amended Complaint will also include causes of action for Failure to Keep Requisite Payroll Records in Violation of Cal. Lab. Code § 1174(d), Failure to Pay Vacation/PTO Wages in Violation of Cal. Lab. Code § 227.3, and

Failure to Pay Prevailing Wages in Violation of Cal. Lab. Code §§ 1720-*et seq.*

- 2.12. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.13. On October 12, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a wage and hour class and representative actions mediator, which led to this Agreement to settle the Actions.
- 2.14. Prior to mediation, Plaintiffs obtained, through informal discovery, timekeeping records, and payroll records for the Class Members. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.15. The Parties, Class Counsel and Defendants' Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendants promise to pay One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00), and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each Class Representative Service Payment to Plaintiff Dorick Maheia in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (for a total of Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00)) ("Class Representative Service Payment"). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount for each Plaintiff. As part of the motion for Attorneys' Fees and Litigation Costs, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net

Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099-MISC. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: Attorneys' Fees of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) and Litigation Costs of not more than \$50,000.00 Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel fees and litigation costs no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a payment for Class Counsel fees and/or litigation costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel fees and/or litigation costs. The Administrator will pay the Class Counsel fees and litigation costs using one or more IRS Form 1099-MISC. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Litigation Costs and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An "Administrator Expenses Payment" not to exceed Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS Form 1099-MISC. Participating Class Members assume full responsibility and liability for any employee taxes owed on their 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 any Individual Class Payments. The Administrator will retain amounts equal to their

Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. However, Non-Participating Class Members who are Aggrieved Employees will still receive payment with respect to the settlement of PAGA claims and be bound to the Released PAGA Claims.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated to the LWDA Payment and 25% (\$20,000.00) 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' 25% share of PAGA Penalties (\$20,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 680 Class Members who collectively worked a total of 42,500 Workweeks, and ~~586,460~~ Aggrieved Employees who worked a total of ~~XX~~ 559,18,603 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants 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.

4.3. Funding of Gross Settlement Amount. After all of the requirements set to meet the Date of Finality are met, Defendants shall fully fund the Gross Settlement Amount, and also

fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Date of Finality.

- 4.4. **Payments from the Gross Settlement Amount.** Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Attorneys' Fees and Litigation Costs, and the Class Representative Service Payment. Disbursement of Attorneys' Fees and Litigation Costs and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and 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 (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those

specified in this Agreement.

5. [INTENTIONALLY OMITTED]

6. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Release. Plaintiffs Hernandez, Rainey, and Montano, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the operative complaint(s) and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the operative complaint(s) and Plaintiffs' PAGA Notices, Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2 Release by Participating Class Members. Upon entry of Final Judgment, all Participating Class Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released Class Claims.

6.3 Release by Aggrieved Employees. Upon entry of Final Judgment, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a Motion for Preliminary Approval that complies with the Court's current checklist for Preliminary Approvals.

7.1 Defendants' Declaration in Support of Preliminary Approval. Defendants will provide a declaration under penalty of perjury confirming the number of Class Members and workweeks they worked during the applicable Class Period one week prior to Plaintiffs' deadline to file their Motion for Preliminary Approval of the Settlement. In their declarations, Defendants and Defendants' Counsel shall disclose all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defendants' Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiffs' Responsibilities. Class Counsel will prepare and deliver to Defendants' Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed order granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defendants' Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notices (Labor Code section 2699.3, subd. (a)), operative complaint(s) (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the model agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel is responsible for finalizing and filing the Motion for Preliminary Approval no later than seventy-five (75) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for

Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defendants' Counsel will diligently work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defendants' Counsel will diligently work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than three (3) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First-Class USPS mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than three (3) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address

Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendants or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Allegedly Aggrieved Employees are not permitted to object or opt out of the PAGA portion of this Agreement.

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

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraph 6.2, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is 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 Final Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph of this Agreement and are eligible for an Individual PAGA Payment.

8.5.5 Any funds allocated to Class Members who opted out of the Class Settlement will be added to the Net Settlement Amount for distribution to the Participating Class Members.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the 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 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defendants' Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 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 amounts requested for Attorneys' Fees and Litigation Costs and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the motion for Class Counsel fees payment, Class Counsel litigation expenses payment, Class Representative Service Payment, the Final Approval, and the Final Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defendants' Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defendants' Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; objections received; challenges to Workweeks and/or Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or 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 over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defendants' Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance

with all of its obligations under this Agreement, including, but not limited to, its mailing of 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 (both valid or 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) in Court.

8.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defendants' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defendants' Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 680 Class Members and 42,500 total Workweeks during the Class Period and (2) there were ~~586-460~~ Aggrieved Employees who worked ~~1817.559603~~ ~~XX~~ Pay Periods during the PAGA Period. In the event that the actual total number of Workweeks exceeds 42,500 by more than 10%, *i.e.*, $(42,500 \times 0.1)$, by the end of the Class Period and/or PAGA Period, the Gross Settlement Amount shall be increased on a pro rata basis at a value of Thirty-Two Dollars and Fifty Cents (\$32.50) per Workweek. For example, if the total number of workweeks is $(42,500 \times 0.1) + 1$, Defendants would be required to increase the Gross Settlement Amount by \$32.50 for a total of \$1,350,032.50. Defendants will provide a declaration under penalty of perjury confirming the number of applicable Class Members and Workweeks they worked during the applicable Class Period one week prior to Plaintiffs' deadline to file their Motion for Preliminary Approval of the Settlement.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in 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. (l), a proposed order granting Final Approval and a proposed Final Judgment. Plaintiffs shall provide drafts of these documents to Defendants' Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defendants' Counsel will diligently meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel fees payment, Class Counsel litigation expenses payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain continuing jurisdiction over this case under Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this settlement or if not entered the date this agreement shall no longer be of any force or effect.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties

agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.2 No Publicity. Neither Plaintiffs' counsel nor Defendants' Counsel shall publicize the Settlement on their website or in advertising/marketing materials, other than filing documents with the Court. The Parties and their respective counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiffs or their counsel or Defendants or their counsel receive an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendants or Plaintiffs from making any required disclosure. Nothing shall prevent Plaintiffs' counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defendants' Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator for resolution. In the event the Parties cannot reach a resolution through a mediator, the Parties may then seek the assistance of the

Court.

- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defendants' Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall refer to calendar days.

11.17 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third (3rd) court day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

JCL LAW FIRM, APC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

AZADIAN LAW GROUP, P.C.

707 Foothill Blvd, Ste 200,
La Canada Flt, CA 91011-3456
T: 213-229-9031
F: 626-628-1722
george@azadianlawgroup.com

LAWYERS for JUSTICE, P.C.

410 Arden Ave Ste 203,
Glendale, CA 91203-4007
T: 818-265-1020
F: 818-265-1021
edwin@calljustice.com
e-service@calljustice.com
ss@calljustice.com
joanna@calljustice.com
arby@calljustice.com

To Defendants:

NIXON PEABODY, LLP

300 South Grand Avenue
Suite 4100
Los Angeles, CA 90071-3151

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Formatted: French (France)

Formatted: French (France)

Formatted: French (France)

Formatted: English (United States)

T: 213-629-6000
F: 213-629-6001
rpepple@nixonpeabody.com
acastro@nixonpeabody.com

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

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

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFFS:

Dated: _____, 2024

Plaintiff Dorick Maheia

Dated: _____, 2024

Plaintiff Darrell White

Dated: _____, 2024

Plaintiff Omar Hernandez

Dated: _____, 2024

Plaintiff Tyana Rainey

Dated: _____, 2024

Plaintiff Arturo Montano

Dated: _____, 2024

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiffs

Dated: _____, 2024

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiffs

Dated: _____, 2024

George Azadian
Ani Azadian
Azadian Law Group, PC
Attorney for Plaintiffs

Dated: _____, 2024

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers For Justice, PC
Attorney for Plaintiff Hernandez and Plaintiff Rainey

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS:

Dated: _____, 2024

For Defendant
CLEAN EARTH ENVIRONMENTAL SOLUTIONS

Dated: _____, 2024

For Defendant
CLEAN EARTH, INC.

Dated: _____, 2024

For Defendant
STERICYCLE, IN.

Dated: _____, 2024

For Defendant
ENVIRI CORPORATION

Dated: _____, 2024

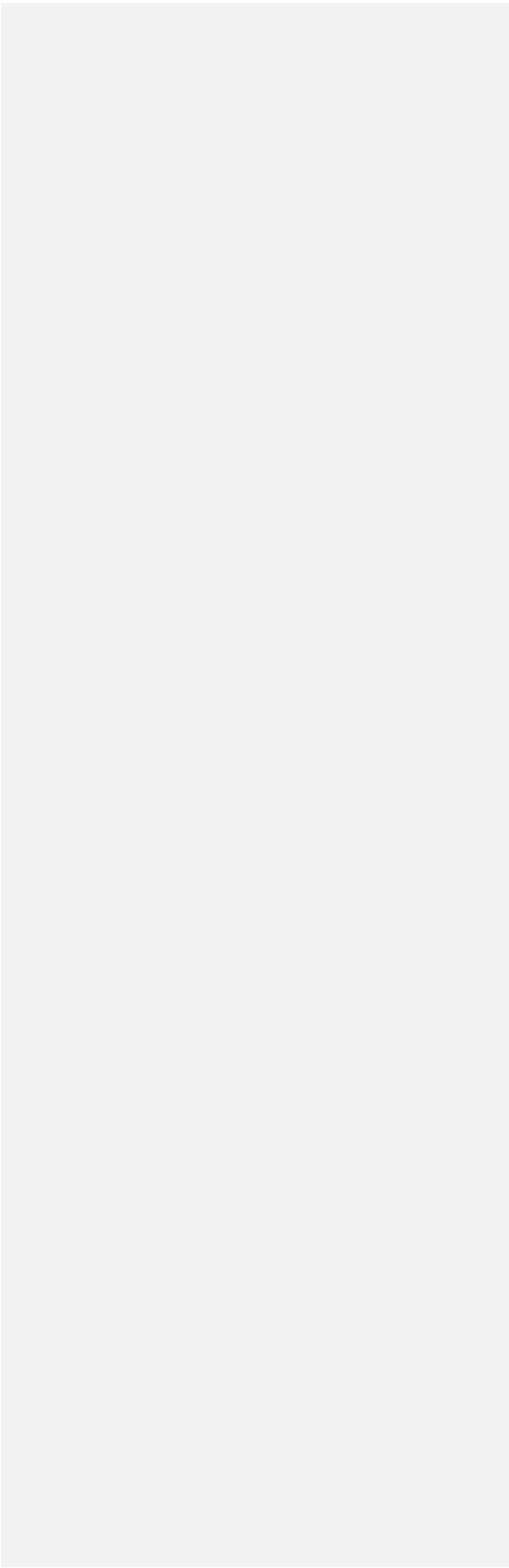
For Defendant
HARSCO CORPORATION

Dated: _____, 2024

Robert H. Pepple
Alejandro J. Castro

Nixon Peabody LLP
Attorney for Defendants

EXHIBIT A



**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Maheia v. Clean Earth Environmental Solutions, Inc., et al., Case No. 22STCV24279

***The Superior Court for the State of California authorized this “Notice”. Please read it carefully!
This is 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 CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC., CLEAN EARTH INC., STERICYCLE, INC., ENVIRI CORPORATION, and HARSCO CORPORATION (“Defendants”) for alleged wage and hour violations. The Action was filed by former employees, Dorick Maheia, Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano (“Plaintiffs”), and seeks payment of (1) back wages and other relief for a class of all individuals who worked for Defendants in California as non-exempt employees during the Class Period (November 28, 2020, through February 9, 2024) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who worked for Defendants in California during the “PAGA Period” (June 9, 2021, through February 9, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a class settlement (“Class Settlement”) requiring Defendants to fund individual class payments (“Individual Class Payments”), and (2) a PAGA settlement (“PAGA Settlement”) requiring Defendants to fund individual PAGA payments (“Individual PAGA Payments”) and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$XX (less withholding) and your Individual PAGA Payment is estimated to be \$XX**. 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 Defendants’ 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 Defendants’ records showing that **you worked XX workweeks** during the Class Period and **you worked XX pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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 or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Class Member who did not file a valid "Request for Exclusion" ("Participating Class Member"), though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

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

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	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. 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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims.
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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

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 LWDA 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants 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?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by (a) failure to pay regular and minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final wages upon separation of employment; (e) failure to provide timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide compliant rest periods and/or pay rest required period premiums; (g) failure to reimburse necessary expenditures in discharge of duties; (h) failure to maintain required records; (i) failure to pay wages timely during employment; (j) failure to pay vacation wages; (k) failure to pay prevailing wages; and (l) violation of California's Business and Professions Code, and other derivative claims. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: JCL Law Firm, APC, Zakay Law Group, APLC, Lawyers For Justice, PC, and Azadian Law Group, PC ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a

compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$1,350,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, “Class Representative Service Payment”, Class Counsel’s attorney’s fees and litigation costs, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$450,000.00 (One-third of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to ~~_____~~ \$50,000.00 for their litigation costs. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 each to Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano and up to \$15,000.00 to Plaintiff Dorick Maheia as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payments and any Individual PAGA Payment.
 - C. Up to \$13,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$80,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% 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.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interests and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **XX**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **XX** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone 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 Defendants.

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 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. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over 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.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount, and separately paid all employer payroll taxes), 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 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, liabilities, demands, obligations, penalties, costs, expenses, attorney’s fees, damages, action or causes of action that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including claims for: (a) failure to pay regular and minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage statements; (d) failure to pay final wages upon separation of employment; (e) failure to provide timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide compliant rest periods and/or pay rest required period premiums; (g) failure to reimburse necessary expenditures in discharge of duties; (h) failure to maintain required records; (i) failure to pay wages timely during employment; (j) failure to pay vacation wages; (k) failure to pay prevailing wages; (l) any right or claim for damages, unpaid wages, statutory penalties, or civil penalties arising under the California Labor Code or Wage Orders based on the alleged failures set forth above (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; (m) any violation of the California Labor Code arising from or related to the conduct alleged in in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including violations of California Labor Code sections 201, 201.3, 202, 203, 204,

210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 *et seq.*-~~1861~~, 2800, 2802, 2804 and IWC Wage Orders; and (n) all claims for unfair business practices under California Business & Professions Code Section 17200 *et seq.* that could have been premised on the claims, causes of action or legal theories of relief described above in (a)-(k) and which were alleged, or that reasonably could have been alleged based on the facts alleged in the Action; and expressly excluding all other claims, including claims for unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period.

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10. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all 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 Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from any and all claims for civil penalties under PAGA based on the labor code violations of 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 *et seq.*, 2800, 2802, 2804 and IWC Wage Orders which were alleged in the PAGA Notices and subsequently pled in the operative and/or any amended complaints Plaintiffs will file pursuant to this Settlement, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices Plaintiffs sent to the LWDA.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$20,000.00 by the total number of PAGA Period pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
3. **Workweek/Pay Period Challenges.** The number of Class workweeks you worked during the

Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **MONTH XX, 202X** 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 Defendants' calculation of workweeks and/or pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweeks and/or pay periods challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Maheia v. Clean Earth Environmental Solutions, Inc., et al.*, Case No. 22STCV24279, and include your identifying information (full name, 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 receive your request to be excluded by **MONTH XX, 202X**, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to

approve. At least twenty-eight (28) days before the **MONTH XX, 202X** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a motion for final approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a motion for fees, litigation expenses and service award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation costs; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. 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 <https://www.apexclassaction.com> or the Court's website at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the motion for Final Approval and/or motion for fees, litigation expenses and service award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is XX.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Maheia v. Clean Earth Environmental Solutions, Inc., et al., Case No. 22STCV24279* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the 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.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **XX** at **XX:XX am/pm** in Department **XX** of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defendants' Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.apexclassaction.com> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other

Settlement documents is to go to Apex Class Action LLC's website at <https://www.apexclassaction.com/>. You 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 22STCV24279. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

Field Code Changed

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

AZADIAN LAW GROUP, P.C.
707 Foothill Blvd, Ste 200,
La Canada Flt, CA 91011-3456
T: 213-229-9031
F: 626-628-1722
george@azadianlawgroup.com

LAWYERS for JUSTICE, P.C.
410 Arden Ave Ste 203,
Glendale, CA 91203-4007
T: 818-265-1020
F: 818-265-1021
edwin@calljustice.com

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APEX CLASS ACTION LLC
18 Technology Drive, Suite 164
Irvine, CA 92618
T: 1-800-355-0700
F: (949) 878-3536
info@apexclassaction.com

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 3

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Court for the District of California (all courts)

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA

Trial Attorney, January 2021 – December 2021

- **EDUCATION**

UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, San Diego, CA

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)

CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD

Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

- **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. **Attorney Rachel Newman Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, November 2023 – present

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *April 2023*

UNIVERSITY OF OREGON, Eugene, OR

Bachelor of Arts: Political Science: 2020

7. **Lead Counsel – Class Action & Representative Cases:**

1. **Hubscher v. Bodyspirit, LLC**

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. **Henry v. InMotion Entertainment Group, LLC**

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL

Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL

Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification

Status	In Litigation
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36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	Settled

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	Settled

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
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Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	Settled

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787

Nature	Tip Pooling ; Magadia
Status	Settled

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work

Status	Settled
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78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Settled

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

80. Michael Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification

Status	Settled
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85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Settled

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

88. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA

Status	Settled
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92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

93. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

94. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

97. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

98. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime

Status	Settled
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99. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

100. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

101. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

102. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

104. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

105. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA

Status	Settled
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106. Christiane Hilden v. Oakwood Village, Inc.

Court	Placer
Case No.	S-CV-0046676
Nature	PAGA
Status	Settled

107. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

108. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

109. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

110. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

111. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

112. Katsiaryna Karnachova v. INTO North America, Inc.

Court	San Diego
Case No.	37-2021-00023758-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA

Status	Settled
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113. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

114. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

115. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

116. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

117. Khozama Almahdi v. Vitamin Shoppe Industries

Court	Santa Clara
Case No.	20CV365150
Nature	PAGA
Status	Settled

118. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

119. Janelle Harris v. 7Cuts, LLC

Court	Contra Costa
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Case No.	MSC21-01375
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

120. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

121. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

122. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

123. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

124. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

125. Arthur Gutierrez v. Anning Company

Court	Los Angeles
Case No.	21PSCV00785
Nature	Unpaid Wages, PAGA
Status	Settled

126. Phillip Soto v. Niki Investments

Court	Orange
Case No.	30-2021-01213064-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

127. John Icabalceta v. Integrated Protection Corp.

Court	Los Angeles
Case No.	21STCV28920
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

128. Jose Garcia v. Pacific Shellfish Inc.

Court	San Diego
Case No.	37-2021-00021898-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

129. Geneva Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

130. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

131. Isabella Ruiz v. Tiwana & Sons, Inc.

Court	San Joaquin
Case No.	STK-CV-400-2021-6420
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

132. Tausha Griswold v. Savings Bank of Menocino County

Court	Mendocino
Case No.	21CV00670
Nature	Wage Statement Violations, PAGA
Status	Settled

133. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

134. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

135. Sara Chiu v. Cornish & Carey (NewMark)

Court	Alameda
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

136. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

137. Jalil Hasim v. The Davey Tree Expert Company

Court	San Francisco
Case No.	CGC-21-595544
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

138. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

139. Michelle Lee v. Aveanna Healthcare AS, LLC

Court	Santa Clara
Case No.	21CV387081
Nature	PAGA
Status	Settled

140. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

141. Lydia Wedan v. Lakeport Post Acute, LLC

Court	Lake
Case No.	CV-422113
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

142. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

143. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

144. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

145. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

146. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA

Status	Settled
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147. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

148. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

149. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

150. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

151. Tanya Ripley v. Cerner Corp.

Court	Placer
Case No.	S-CV-0045961
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

152. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

153. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773

Nature	Regular Rate of Pay
Status	In Litigation

154. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

155. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

156. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

157. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

158. Chanda Young v. Breakfast Republic

Court	San Diego
Case No.	37-2022-00005487-CU-OE-CTL
Nature	Meal/Rest Break
Status	Settled

159. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

160. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067

Nature	Various
Status	Settled

161. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

162. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

163. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

164. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

165. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay
Status	Settled

166. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

167. Halie Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861

Nature	Meal/Rest Periods
Status	In Litigation

168. Andrew Hernandez v. USGI dba Upland Group

Court	Orange
Case No.	30-2022-01250099
Nature	Augustus
Status	In Litigation

169. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

170. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

171. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

172. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

173. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

174. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159

Nature	Independent Contractor Misclassification
Status	In Litigation

175. Manuel Villa v. Trillium Pumps USA, Inc.

Court	Fresno
Case No.	22CECG01104
Nature	Rounding
Status	Settled

176. Kimberlee Califano v. Alvarado Parkway Institute Behavioral Health Systems et al.

Court	San Diego
Case No.	37-2021-00021168
Nature	Meal/Rest Break
Status	Settled

177. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

178. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

179. Manuel Fimbres et al. v. Dreamstyle Remodling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

180. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

181. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781

Nature	Meal/Rest Breaks
Status	Settled

182. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

183. Kira Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Independent Contractor Misclassification
Status	Settled

184. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

185. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate
Status	In Litigation

186. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

187. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

188. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086

Nature	Wage Statement
Status	Settled

189. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

190. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

191. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

192. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

193. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

194. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

195. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127

Nature	Meal/Rest Break
Status	In Litigation

196. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

197. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

198. Daniel Kennedy v. HCL America Solutions Inc. et al.

Court	San Francisco
Case No.	CGC-22-603642
Nature	Various
Status	In Litigation

199. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

200. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

201. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5
Status	Settled

EXHIBIT 4