

**FILED**  
Superior Court of California  
County of Alameda  
02/24/2025  
Clad Flake, Executive Officer / Clerk of the Court  
By: Daniel Labrecque Deputy  
D. Labrecque

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA  
AT HAYWARD**

MICHAEL DIBENE, AARON PRASAD,  
VICTOR ROBERTS, on behalf of themselves  
and those similarly situated,

Plaintiffs,

v.

ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC dba ALLIED WASTE  
SERVICES OF ALAMEDA COUNTY or  
REPUBLIC SERVICES OF ALAMEDA  
COUNTY; BROWNING-FERRIS  
INDUSTRIES, LLC; and DOES 1 through 50,

Defendants.

Case No. 22CV023979

**AMENDED ~~PROPOSED~~ ORDER  
GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT  
AGREEMENT**

Hearing Date: January 31, 2025  
Hearing Time: 2:00 p.m.  
Courtroom: 520  
Judge: Hon. Julia Spain  
Reservation Number: A-23979-001  
Complaint Filed: December 15, 2022  
Trial Date: Not Set

This matter came for hearing on January 31, 2025 at 2:00 p.m. in Courtroom 520 of the above-entitled Court on the Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement ("Motion").

The Court, having fully reviewed the Motion, the supporting Memorandum of Points and Authorities, the Declaration of Sarah S. Kanbar filed in support thereof ("Kanbar Declaration"), the Declaration of Michael DiBene, the Declaration of Aaron Prasad, the Declaration of Victor Roberts, the Class Action and PAGA Settlement Agreement ("Settlement Agreement") attached as **Exhibit B** to this Proposed Order, and the Notice of Class Action Settlement attached as **Exhibit C** to this Proposed Order, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be

1 reasonable, to ensure proper notice is provided to all members of the Class (“Class Members”) in  
2 accordance with due process requirements, and to set a Final Approval Hearing to consider the  
3 proposed settlement as to the good faith, fairness, adequacy, and reasonableness of any proposed  
4 settlement, THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND  
5 ORDERS:

6         1.       The Court conditionally finds that, for the purposes of approving this settlement only,  
7 the proposed Class meets the requirements for certification under California Code of Civil Procedure  
8 Section 382: (a) the proposed Class is ascertainable and so numerous that joinder for all members of  
9 the Class is impractical; (b) there are questions of law or fact common to the proposed Class, and  
10 there is a well-defined community of interest among members of the proposed Class with respect to  
11 the subject matter of the class action; (c) the claims of the Class Representative are typical of the  
12 claims of the members of the proposed Class; (d) the Class Representative has and will fairly and  
13 adequately protect the interests of the Members of the Class; (e) a class action is superior to other  
14 available methods for an efficient adjudication of this controversy in the context of settlement; and (f)  
15 the counsel of record for the Class Representative are qualified to serve as counsel for them as well as  
16 their representative capacity and for the Class.

17         2.       The Court finds on a preliminary basis that the Settlement Agreement incorporated  
18 herein by this reference in full, and made a part of this Order of preliminary approval, appears to be  
19 within the range of reasonableness of a settlement which could ultimately be given final approval by  
20 this Court.

21         3.       Further, it appears to the Court on a preliminary basis that: (a) the settlement amount  
22 is fair and reasonable to the Class Members when balanced against the probable outcome of further  
23 litigation relating to class certification, liability and damages issues, and potential appeals; (b)  
24 significant investigation, research, and discovery have been conducted such that counsel for the  
25 Parties at this time are able to reasonably evaluate their respective positions; (c) settlement at this  
26 time will avoid substantial costs, delay and risks that would be presented by the further prosecution of  
27 the litigation; and (d) the proposed Settlement has been reached as a result of intensive, serious, and  
28 non-collusive negotiations between the Parties.

1           4.       Accordingly, good cause appearing, the Motion for Order Granting Preliminary  
2 Approval of Class Action settlement is hereby GRANTED, and as a part of said preliminary  
3 approval, the Court hereby accepts and incorporates the Settlement Agreement and hereby orders that  
4 the Class be conditionally certified for settlement purposes only pursuant to the terms and conditions  
5 contained in the Settlement Agreement.

6           5.       For the purposes of this Settlement, the Class is defined as: “All non-exempt  
7 employees who worked for Defendant at its Fremont facility in Alameda County, California, during  
8 the Class Period of December 2, 2021 through February 12, 2022.”

9           6.       The Court further finds that the proposed Notice of Class Action Settlement, attached  
10 as **Exhibit C** to the Proposed Order, fairly and adequately advises Class Members of: (a) the  
11 pendency of the Class Action; (b) the conditional certification of the Class for settlement purposes  
12 only; (c) preliminary Court approval of the proposed Settlement; (d) the date of the Final Approval  
13 Hearing; (e) the terms of the proposed Settlement and the benefits available to Class Members  
14 thereunder; (f) their right to receive their share of the Net Settlement Amount without the need to  
15 return a claim form; (g) their right to request exclusion and the procedures and deadline for doing so;  
16 (h) their right to object to the settlement, and the procedure for doing so; and (i) their right to file  
17 documentation in support of or in opposition to, and to appear in connection with, said hearing. The  
18 Court further finds that the attached Notice of Class Action Settlement clearly comports with all the  
19 constitutional requirements, including those of due process.

20           7.       Accordingly, good cause appearing, the Court hereby APPROVES the Notice of Class  
21 Action and PAGA Settlement.

22           8.       The Court further finds that the mailing to the last known address of the Class  
23 Members as specifically described within the Settlement Agreement, with measures taken for the  
24 verification of an address and skip tracing, set forth therein constitutes an effective method of  
25 notifying Class Members of their rights with respect to the class action and Settlement.

26 Accordingly, it is hereby ORDERED that:

27           A.       APEX Class Action Administration be appointed the Settlement Administrator to  
28 administer the settlement of this matter as more specifically set forth in the Settlement Agreement

1 B. The law firm of Beeson, Tayer & Bodine, APC be appointed as Class Counsel.

2 C. Plaintiffs Michael Dibene, Aaron Prasad, and Victor Roberts be appointed as Class  
3 Representatives.

4 D. No later than twenty (20) calendar days after the grant of Preliminary Approval,  
5 Defendant shall provide to the Settlement Administrator in electronic form, a list of each Class  
6 Member, including each person's name, last known address, social security number, and the number  
7 of either total pay periods worked during the PAGA Period for each Aggrieved Employee and the  
8 total work weeks worked during the Class Period for each Class Member.

9 E. No later than ten (10) calendar days after receipt of the list of each Class Member  
10 from Defendant, the Settlement Administrator will send via United States first class mail the Notice  
11 of Settlement to each Class Member. The exterior of the mailing envelope shall include the  
12 following language appearing beneath the Settlement Administrator's address:

13 IMPORTANT LEGAL DOCUMENT

14 YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

15 F. On or before forty-five (45) days of the initial mailing of the Notice Packets ("Notice  
16 Response Deadline"), Class Members who wish to exclude themselves from the Class must submit to  
17 the Settlement Administrator a written statement (as directed by the Notice of Class Settlement)  
18 requesting exclusion from the Class no later than the Notice Response Deadline. Such written  
19 request for exclusion must contain the name, address, telephone number, and signature of the person  
20 requesting exclusion and must be postmarked on or before the Exclusion Deadline.

21 G. On or before forty-five days (45) of the initial mailing of the Notice Packets  
22 ("Objection Deadline"), written objects to the Settlement may be filed with the Settlement  
23 Administrator as provided for in the Class Notice.

24 9. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before  
25 the undersigned at 2:00 p.m. on August 1, 2025 in the above-entitled Court, located at 2233  
26 Shoreline Drive, Alameda, CA 94501 to consider the fairness, adequacy, and reasonableness of the  
27 proposed Settlement preliminarily approved by this Order of preliminary approval, and to consider  
28 the application for a service payment award to the named Plaintiff/Class Representative, for

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1 settlement administration expenses, and for Class Counsel's attorney's fees and litigation expenses  
2 incurred. All briefs and materials in support of an Order Granting Final Approval, shall be filed  
3 with this Court on or before July 15, 2025.


4 10. IT IS FURTHER ORDERED that if for any reason the Court does not execute and file  
5 an Order Granting Final Approval, the Settlement Stipulation, and the proposed Settlement that is the  
6 subject of this Order, and all evidence and proceedings had in connection therewith, shall be restored  
7 without prejudice to the status quo ante rights of the Parties to this litigation, as more specifically set  
8 forth in the Settlement Stipulation.

9 11. IT IS FURTHER ORDERED that pending further order of this Court, all proceedings  
10 in this matter, except those contemplated herein and the Settlement Stipulation are hereby stayed.

11 12. The Court expressly reserves the right to adjourn or continue the Final Approval  
12 Hearing from time to time without further notice to Class Members.

13  
14 **IT IS SO ORDERED.**

15 Dated: 02/24/2025 , 2025

16 By:   
17 HONORABLE JULIA SPAIN  
18 Judge of the Alameda County Superior Court  
19 **Julia Spain / Judge**

## **EXHIBIT B**

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20 Attorneys for Defendant  
21 Allied Waste Services of North America, LLC

22  
23 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
24 COUNTY OF ALAMEDA  
25

26 MICHAEL DIBENE, AARON PRASAD,  
27 VICTOR ROBERTS, on behalf of themselves and  
28 those similarly situated,

Plaintiffs,

v.

ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC dba ALLIED WASTE  
SERVICES OF ALAMEDA COUNTY or  
REPUBLIC SERVICES OF ALAMEDA  
COUNTY; BROWNING-FERRIS  
INDUSTRIES, LLC; and DOES 1 through 50,  
Defendants.

Case No. 22CV023979

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

Action Filed: Dec. 15, 2022

1 This Class Action and Private Attorney General Act ("PAGA") Settlement Agreement and  
2 Release of Claims is entered into by and between plaintiffs Michael DiBene, Aaron Prasad, and Victor  
3 Roberts (collectively "Plaintiffs") and Allied Waste Services of North America, LLC dba Allied Waste  
4 Services of Alameda County or Republic Services of Alameda County ("Defendant"), and is approved  
5 by their respective counsels of record, subject to the terms and conditions hereof and the Court's  
6 approval.

7 **A. Definitions**

8 As used herein, for the purposes of this Settlement Agreement only, the following terms shall  
9 be defined as set forth below:

10 1. "Action" or "Lawsuit" means and refers to the case entitled *DiBene, et al. v. Allied*  
11 *Waste Services of North America, LLC, et al.*, Alameda County Superior Court case number  
12 22CV023979.

13 2. "Settlement Agreement" means this Class Action and PAGA Settlement Agreement  
14 and Release of Claims.

15 3. "Aggrieved Employees" means all non-exempt hourly employees who worked for  
16 Defendant at its Fremont facility in Alameda County, California at any time during the PAGA Period.

17 4. "Class Counsel" refers to BEESON, TAYER & BODINE, APC.

18 5. "Class Data" mean a complete list that Defendant will diligently and in good faith  
19 compile from its records and provide to the Settlement Administrator on spreadsheets and shall include  
20 the Settlement Class Members' full names; last known addresses; Social Security Numbers; and either  
21 the total Pay Periods Worked during the PAGA Period for each Aggrieved Employee and the total  
22 Weeks Worked during the Class Period for each Settlement Class Member (if different from the Pay  
23 Periods), or the start and end date of employment for each Aggrieved Employee and each Settlement  
24 Class Member.

25 6. "Class Period" is deemed to be any time during the period of December 2, 2021 through  
26 September 1, 2022.



1           7.     “Class Representative” or “Plaintiffs” means and refers to Michael DiBene, Aaron  
2 Prasad, and Victor Roberts.

3           8.     “Complaint” refers to the operative Complaint in the Action, alleging Class Claims and  
4 representative PAGA Claims.

5           9.     “Court” or “Judge” means the Superior Court of California, County of Alameda.

6           10.    “Defendant” refers to Allied Waste Services of North America, LLC dba Allied Waste  
7 Services of Alameda County or Republic Services of Alameda County.

8           11.    “Defendants’ Counsel” or “Defense Counsel” refers to Littler Mendelson, P.C.

9           12.    “Effective Date” means the date when all of the following events have occurred: (i)  
10 this Settlement Agreement has been executed by Plaintiffs and Defendants; (ii) the Court has given  
11 preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing  
12 them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv)  
13 the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment; and  
14 (v) the later of the following events: (A) when the period for filing any appeal, writ or other appellate  
15 proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding  
16 having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any  
17 appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and  
18 conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other  
19 appellate proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further  
20 remedies or relief.

21           13.    “Final Approval” refers to the order of the Court granting final approval of this  
22 Settlement Agreement and entering a judgment approving this Settlement Agreement on substantially  
23 the terms provided herein or as the same may be modified by subsequent written agreement of the  
24 Parties.

25           14.    “Final Settlement Class” means, collectively, all Participating Class Members who  
26 have not opted out of the Settlement Class by submitting timely, valid Requests for Exclusion.

27           15.    “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(a)  
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1 below.

2 16. "Individual Settlement Payment(s)" shall have the meaning ascribed to it in Paragraph  
3 49(c) below.

4 17. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 49(b)  
5 below.

6 18. "Notice" means the notice of class action and PAGA settlement that will be sent to the  
7 Settlement Class Members and Aggrieved Employees.

8 19. "Notice Response Deadline" is forty-five (45) calendar days from the date the Notice  
9 is mailed to the Settlement Class Members and Aggrieved Employees.

10 20. "Objecting Settlement Class Member" means a Settlement Class Member, other than a  
11 named Plaintiff, who submits a valid and timely objection to the terms of this Settlement Agreement  
12 with respect to the Released Class Claims, pursuant to Paragraph 72(c) below.

13 21. "PAGA" means the California Private Attorneys General Act of 2004, California Labor  
14 Code §§ 2698 *et seq.*

15 22. "PAGA Penalties" means the total amount of civil penalties that the Parties have agreed  
16 will be paid from the Gross Settlement Amount to settle the PAGA Claims, allocated One Thousand,  
17 One Hundred Twenty-Five Dollars and Zero Cents (\$1,125.00) to the California Labor and Workforce  
18 Development Agency ("LWDA") in accordance with PAGA, and Three Hundred Seventy-Five  
19 Dollars and Zero Cents (\$375.00) for the individual PAGA payments to Aggrieved Employees, as set  
20 forth further below in Paragraph 49(h).

21 23. "PAGA Period" is deemed to be any time from December 2, 2021 through September  
22 1, 2022.

23 24. "PAGA Released Claims" by the Aggrieved Employees upon Final Approval of the  
24 settlement means the PAGA claims that Plaintiffs alleged or could have alleged against the Released  
25 Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in  
26 the Complaint and in the relevant LWDA notice letter or that could have been asserted based on those  
27 facts, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay for all hours  
28

1 worked; (2) failure to pay overtime wages; (3) improper deductions and failure to pay wages at the  
2 agreed-upon rate; (4) failure to pay vested vacation pay; (5) failure to pay timely wages; (6) failure to  
3 provide accurate itemized wage statements; (7) failure to pay wages upon termination or severance of  
4 employment; (8) unfair business practices (California Business & Professions Code, § 17200 et seq.),  
5 and (9) and all other claims for civil penalties recoverable under the Private Attorneys General Act,  
6 Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the LWDA Notice and the  
7 Complaint.

8 25. "Participating Class Member" means any and all Settlement Class Members who are  
9 deemed to participate, who will receive an Individual Settlement Payment, and who do not opt-out by  
10 submitting a timely, valid Request for Exclusion.

11 26. "Parties" mean Plaintiffs and Defendant, collectively.

12 27. "Pay Period(s) Worked" means all pay periods during the PAGA Period in which an  
13 Aggrieved Employee was employed by Defendant at its Fremont facility in Alameda County,  
14 California as a nonexempt employee and worked at least one pay period.

15 28. "Preliminary Approval Date" means the date the Court preliminarily approves this  
16 Settlement Agreement, and any exhibits thereto, and enters the Preliminary Approval Order.

17 29. "Preliminary Approval Order" means the judicial Order to be entered by the Court,  
18 upon the application or motion of the Plaintiff, preliminarily approving this settlement and providing  
19 for the issuance of the Notice to the Settlement Class and Aggrieved Employees, an opportunity for  
20 Settlement Class Members to opt-out of the Settlement, an opportunity to submit timely objections to  
21 the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of  
22 attorneys' fees and costs.

23 30. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for  
24 the benefit of the Final Settlement Class and Aggrieved Employees, and from which the settlement  
25 payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code  
26 Sec. 468.

27 31. "Released Class Claims" or "Class Claims" by the Participating Class Members upon  
28

1 Final Approval of the settlement will include all claims for failure to pay for all hours worked, failure  
2 to pay overtime wages, improper deductions and failure to pay wages at agreed-upon rate, failure to  
3 pay vested vacation pay, failure to timely pay earned wages, failure to provide accurate itemized wage  
4 statements, failure to pay wages upon termination/severance of employment, unfair business practices,  
5 and PAGA, as well as any claims that were alleged in the operative complaint or that could have been  
6 alleged based on the facts asserted in the operative complaint, including all claims under the California  
7 Labor Code sections, including but not limited to 201-204, 210, 226, 226.7, 227.3, 510, 512, 1194,  
8 1194.2, 1197 et al, 1199, 2698, as well as claims for unfair competition under Business and Professions  
9 Code section 17200 based on the Labor Code violations alleged in the operative complaint, and any  
10 duplicate requirements appearing under the applicable wage orders and California Code of  
11 Regulations where those wage orders are codified, and all related claims for conversion, liquidated  
12 damages, punitive damages, penalties, statutory penalties based on the preceding released claims.

13 32. "Released Parties" means Defendant and their past and present officers, directors,  
14 shareholders, members, partners, managers, employees, agents, principals, heirs, representatives,  
15 accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations,  
16 subsidiaries, divisions, affiliates, attorneys, predecessors, successors and assigns, including  
17 specifically but not limited to Browning-Ferris Industries, LLC and Republic Services, Inc.

18 33. "Release" shall mean (1) the release and discharge of the Released Class Claims by  
19 Plaintiffs and all Participating Class Members, and (2) the release and discharge of the PAGA Released  
20 Claims by Plaintiffs, the State of California, and all of the Aggrieved Employees. The *res judicata*  
21 effect of the judgment will be the same as that of the Release of the Released Class Claims and PAGA  
22 Released Claims.

23 34. "Request for Exclusion" means and refers to a valid and timely request for exclusion  
24 from the settlement of the Released Class Claims, which may be submitted by any Settlement Class  
25 Member, other than Plaintiffs, pursuant to Paragraph 72(a) below.

26 35. "Service Payment" means, as set forth further in Paragraph 49(e) below, the amount  
27 approved by the Court to be paid from the Gross Settlement Amount to the Class Representatives,  
28



1 Michael DiBene, Aaron Prasad, and Victor Roberts, in addition to Michael DiBene, Aaron Prasad,  
2 and Victor Roberts' Individual Settlement Payments as Participating Class Members and Aggrieved  
3 Employees.

4 36. "Settlement Administrator" means and refers to APEX Class Action Administration,  
5 the third-party class action settlement administrator agreed to by the Parties, that will provide the  
6 Notice to the Settlement Class and Aggrieved Employees and distribute the settlement amounts as  
7 described in this Settlement Agreement.

8 37. "Settlement Administration Costs" means the costs payable from the Gross Settlement  
9 Amount to the Settlement Administrator for administering this settlement, including, but not limited  
10 to, printing, distributing, and tracking documents for this settlement, tax reporting, and deposit of the  
11 employee and employer share of payroll taxes (if any), unclaimed property due diligence, reporting  
12 and remittance obligations, distributing the Gross Settlement Amount, and providing necessary reports  
13 and declarations, as requested by the Parties.

14 38. "Settlement Class" consists of all non-exempt employees who worked for Defendant  
15 at its Fremont facility in Alameda County, California, during the Class Period (December 2, 2021  
16 through September 1, 2022).

17 39. "Settlement Class Member(s)" or "Class Member(s)" refers to individual members of  
18 the Settlement Class.

19 40. "Work Week(s)" or "Week(s) Worked" means all calendar weeks in which the  
20 Settlement Class Member was employed and worked at least one regular hour of work for Defendant  
21 at its Fremont facility in Alameda County, California, as a nonexempt employee.

22 **B. General Terms**

23 41. Plaintiffs filed a Class Complaint with the Court on December 15, 2022. Then, on  
24 February 24, 2023, Plaintiffs filed the operative First Amended Complaint against Defendant, alleging  
25 class and representative PAGA claims based on the allegation that Defendant failed to properly  
26 compensate Plaintiffs and the putative Class Members after Defendant's payroll system, Kronos, was  
27 subject to a security breach. Plaintiffs' First Amended Complaint alleges the following class and  
28

representative claims: (1) failure to pay for all hours worked [Lab. Code §§ 200, 216, 218, 1194, IWC Wage Order No. 9-2001]; (2) failure to pay overtime wages [Lab. Code §§ 510, 558, 1194, 1198, IWC Wage Order No. 9-2001]; (3) improper deductions and failure to pay wages at agreed-upon rates [Lab. Code §§ 204, 221, 222, 223, 224, 225.5]; (4) failure to pay vested vacation pay [Lab. Code § 227.3, *Suarez v. Plastic Dress Up* (1982) 31 Cal.3d 774]; (5) failure to timely pay earned wages [Lab. Code §§ 204, 210]; (6) failure to provide accurate itemized wage statements [Lab. Code §§ 226, 226.3, 1174, IWC Wage Order No. 9-2001]; (7) failure to pay wages upon termination/severance of employment [Lab. Code §§ 201, 202, 203]; (8) unfair competition and unfair business practices [Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) for civil penalties under the private attorney general act (“PAGA”) [Lab. Code §§ 2699, *et seq.*], based on the above alleged violations.

42. Plaintiffs gave written notice to Defendant and the LWDA by sending a LWDA notice letter on December 8, 2022 (“PAGA Notice”) alleging Defendant violated Labor Code sections 200-204, 210, 216, 218, 221-224, 225.5, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, Business & Professions Code §§ 17200, *et seq.*, and the IWC Wage Orders. A copy of Plaintiff’s PAGA Notice is attached to this Settlement Agreement as **Exhibit A**.

43. Defendant denies Plaintiff’s claims and allegations and contends that the Action is not suitable for class certification or manageable as a class or representative action.

44. The Class Representatives believe they can proceed with this representative and class claims, that the Action is meritorious, and that class certification is appropriate.

45. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery, including Defendant’s written policies and practices and confirmation regarding the uniform payroll and timekeeping practices for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members’ claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the

1 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest  
2 of the Class Members in light of all known facts and circumstances, including the risk of significant  
3 delay and uncertainty associated with litigation, various defenses asserted by Defendant, and  
4 numerous potential appellate issues.

5 46. On November 2, 2023, Plaintiffs and Defendant participated in mediation before David  
6 Lowe, a well-respected wage and hour mediator. The Parties participated in a second mediation  
7 session with mediator Lowe on June 21, 2024. At the conclusion of the mediation, the Parties reached  
8 a class and PAGA settlement for the resolution of the entire Action.

9 47. The Parties agree that neither the Parties' settlement, this Settlement Agreement, nor  
10 the acts to be performed or judgments to be entered pursuant to the terms of the settlement and this  
11 Settlement Agreement, shall be construed as an admission by Defendant of any wrongdoing or  
12 violation of any statute or law or liability on the claims or allegations in the Action.

13 48. For settlement purposes only, Defendant will stipulate that the Settlement Class  
14 Members described herein who do not submit a timely Request for Exclusion from the Settlement  
15 Class may be conditionally certified as a settlement class and that the Aggrieved Employees are  
16 appropriate for representative treatment. Defendant's stipulation to certification and representative  
17 treatment for settlement purposes only is not an admission that class action certification and/or  
18 representative treatment is proper, not admissible in this or any other action except for the sole purpose  
19 of enforcing this Settlement Agreement, and not deemed as a waiver to any additional defenses against  
20 class or representative action treatment. Should, for whatever reason, the Court fail to issue either  
21 Preliminary Approval or Final Approval, the Parties' stipulation to class certification and  
22 representative treatment as part of the settlement shall become null and void *ab initio* and shall have  
23 no bearing on and shall not be admissible in connection with the issue of whether or not certification  
24 and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly  
25 reserves its rights and declares that Defendant would continue to oppose class certification,  
26 representative treatment, and the substantive merits of the case should the Court decline to issue Final  
27 Approval. Plaintiffs expressly reserve their rights and declares that they will continue to pursue class  
28

1 certification, representative treatment, and a trial should the Court decline to issue Final Approval.

2 **C. Terms of Settlement**

3 49. Financial Terms. The financial terms of the Settlement are as follows:

4 (a) Gross Settlement Amount: The Parties agree to settle this Action for Seventy-  
5 Five Thousand Dollars and Zero Cents (\$75,000.00) ("the Gross Settlement Amount"). The Gross  
6 Settlement Amount is the maximum amount that Defendant will pay, and includes: (1) payments to  
7 the class, including Plaintiffs, for wage and hour claims; (2) payments to Class Counsel for fees and  
8 costs; (3) enhancement payments to the named Plaintiffs; (4) settlement administration expenses; (5)  
9 employer side payroll taxes, if any; and (6) PAGA penalties to the state and aggrieved employees.

10 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Gross  
11 Settlement Amount less the court-approved Attorneys' Fees and Costs Award, the court-approved  
12 Service Payment to the Class Representatives, the court-approved Settlement Administration Costs,  
13 and PAGA Penalties. If the Court reduces the Attorneys' Fees and Costs Award, Service Payment to  
14 the Class Representative, and/or Settlement Administration Costs, and/or either increases or decreases  
15 the amount allocated to the PAGA Penalties, the Net Settlement Amount shall be increased or  
16 decreased accordingly.

17 (c) Individual Settlement Payments: Individual Settlement Payments for the  
18 Settlement Class will be calculated and apportioned from the Net Settlement Amount based on the  
19 number of Weeks Worked by a Settlement Class Member for Defendant at its Fremont facility in  
20 Alameda County, California during the Class Period. Each specific Individual Settlement Payment  
21 will be calculated by: (a) dividing the Net Settlement Amount by the total number of Weeks Worked  
22 by all Participating Class Members during the Class Period, and (b) multiplying the result by each  
23 Participating Class Members' Weeks Worked. The entire Net Settlement Amount will be disbursed to  
24 all Participating Class Members. If there are any valid and timely Requests for Exclusion, the  
25 Settlement Administrator shall proportionally increase the Individual Settlement Payment for each  
26 Participating Class Member according to the number of Weeks Worked, so that the amount actually  
27 distributed to Participating Class Members equals one hundred percent (100%) of the Net Settlement  
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1 Amount.

2 (d) Allocation of Individual Settlement Payments: The Individual Settlement  
3 Payments will be allocated between interest and penalties (pursuant to, *e.g.*, California Labor Code §§  
4 203, 210, 226, 2699), from which no taxes will be withheld. The Settlement Administrator will issue  
5 to each Participating Class Member an Internal Revenue Service Form 1099 with respect to the  
6 penalties and interest allocations, as well as any other IRS tax form required by law.

7 (e) Service Payment to Class Representatives: The amount, if any, awarded to the  
8 Class Representatives as a Service Payment will be set by the Court in its discretion, not to exceed  
9 \$4,500 of the GSV, or \$1,500 to each named Plaintiff, in exchange for the services Plaintiffs performed  
10 on behalf of the Class (including taking steps to support the settlement) and for entering into the  
11 general and expansive release discussed hereinafter. Defendant agrees not to oppose this Service  
12 Payment request so long as Plaintiffs do not request exclusion from the Settlement Class and do not  
13 take any action, directly or indirectly, to undercut this settlement. The Service Payment to Plaintiffs  
14 will be paid out of the Gross Settlement Amount. The Class Representatives will be issued IRS Form  
15 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible to pay any and  
16 all applicable taxes on this Service Payment. The Parties agree that any amount awarded as the Service  
17 Payment to Plaintiffs less than the requested amount shall not be a basis for Class Counsel to void this  
18 Settlement Agreement or to appeal this aspect of the Court's ruling. Should the Court approve a lesser  
19 amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be  
20 distributed to Participating Class Members.

21 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a request  
22 by Class Counsel to the Court for an award of attorneys' fees of not more than fifteen percent (15%)  
23 of the Gross Settlement Amount (Eleven Thousand, Two Hundred Fifty Dollars and Zero Cents  
24 (\$11,250)), plus reasonable litigation costs not to exceed Ten Thousand Dollars and Zero Cents  
25 (\$10,000) ("Attorneys' Fees and Cost Award"), subject to Court approval. The Attorneys' Fees and  
26 Cost Award shall be paid from the Gross Settlement Amount, and Defendant shall have no further  
27 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve  
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1 a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net  
2 Settlement Amount to be distributed to Participating Class Members. The Parties agree that any  
3 amount awarded as attorneys' fees and costs to Class Counsel less than the requested amount shall not  
4 be a basis for Class Counsel to rescind or otherwise void this Settlement Agreement. The Settlement  
5 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees  
6 and costs awarded by the Court, as well as any other IRS tax form required by law.

7 (g) Settlement Administration Costs: The fees and other charges of the Settlement  
8 Administrator will be paid from the Gross Settlement Amount, not to exceed Seven Thousand Dollars  
9 and Zero Cents (\$7,000) unless approved by all Parties and the Court.

10 (h) PAGA Penalties: The Parties agree that One Thousand, Five Hundred Dollars  
11 and Zero Cents (\$1,500.00) is allocated to PAGA Penalties and is to be paid from the Gross Settlement  
12 Amount, subject to the Court's approval. One Thousand, One Hundred Twenty-Five Dollars and Zero  
13 Cents (\$1,125.00) of the PAGA Penalties shall be paid to the LWDA in accordance with PAGA, and  
14 Three Hundred Seventy-Five Dollars and Zero Cents (\$375.00) of the PAGA Penalties will be paid to  
15 the Aggrieved Employees based on the number of Pay Periods Worked by each Aggrieved Employee  
16 for Defendant at its Fremont facility in Alameda County, California during the PAGA Period, which  
17 will be treated entirely as civil penalties and reported as required on an IRS Form 1099. Class Counsel  
18 shall give proper notice to the LWDA of the settlement.

19 (i) Tax Liability: Class Counsel, Defendant, and Defendant's counsel make no  
20 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and  
21 Plaintiffs, Settlement Class Members, and Aggrieved Employees are not relying on any statement or  
22 representation by Class Counsel, Defendant, or Defendant's counsel in this regard. Plaintiff,  
23 Participating Class Members, and Aggrieved Employees understand and agree that they will be solely  
24 responsible for the payment of any taxes and penalties assessed on their respective Settlement  
25 Amounts described herein. IRS Forms 1099 will be distributed at the times and in the manner required  
26 by the Internal Revenue Code of 1986 (the "Code") and consistent with this Settlement Agreement.  
27 If the Code, the regulations promulgated thereunder, or other applicable tax law, are changed after the  
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1 date of this Settlement Agreement, the processes set forth in this Section of this Settlement Agreement  
2 may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiffs,  
3 Participating Class Members, and Aggrieved Employees understand and agree that they will be solely  
4 responsible for the payment of any taxes and penalties assessed on their respective payments described  
5 herein and will hold Defendant harmless from and against any claims resulting from treatment of such  
6 payments as non-taxable damages.

7 (j) Class Size Escalator: As of November 2, 2023, Defendant estimated there are  
8 approximately 1,176 Work Weeks worked by putative class members. In the event the total Work  
9 Weeks on the final class list is more than 10% larger, at the option of the Defendant, the Defendant  
10 shall either increase the Gross Settlement Amount pro rata for the increased Work Weeks, with a 10%  
11 grace margin (i.e. if the numbers increase more than 1,294 Work Weeks), or elect to limit the date for  
12 determining class membership to when the 1,294 Work Week threshold is met.

13 (k) CIRCULAR 230 DISCLAIMER: EACH PARTY TO THIS SETTLEMENT  
14 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND  
15 EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE  
16 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES  
17 THAT: (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN  
18 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR  
19 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY  
20 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
21 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY  
22 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
23 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,  
24 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
25 CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO  
26 THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY  
27 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS  
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1 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY  
2 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT  
3 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR  
4 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS  
5 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES  
6 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
7 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
8 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION  
9 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

10 50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
11 Participating Class Members under this Settlement Agreement, as well as any other payments made  
12 pursuant to this Settlement Agreement, shall not be utilized to calculate any additional benefits under  
13 any benefit plans to which any Participating Class Members may be eligible, including, but not limited  
14 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase or other types of equity plans,  
15 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
16 intention that this settlement will not affect any rights, contributions, or amounts to which any  
17 Participating Class Members may be entitled under any benefit plans. The Parties agree that the  
18 amounts paid pursuant to this settlement are not for days or hours worked, and shall not be included  
19 toward any regular rate of pay calculation, or any benefit vesting or accrual purpose.

20 51. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no  
21 circumstances will any portion of the Gross Settlement Amount revert to Defendants. Participating  
22 Class Members will not have to make a claim in order to receive an Individual Settlement Payment,  
23 and Aggrieved Employees will not have to make a claim in order to receive their share of PAGA  
24 Penalties. Distributions, in the form of Individual Settlement Payments, will be made directly to each  
25 Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be  
26 responsible for accurately and timely reporting and remittance obligations with respect to unclaimed  
27 funds as a result of a Participating Class Member or Aggrieved Employee not cashing an Individual  
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1 Settlement Payment by the check cashing deadline, as set forth herein.

2 52. Fair and Reasonable Settlement. Class Counsel and Plaintiffs believe that the  
3 Settlement is fair and reasonable, and adequate, and will so represent same to the Court.

4 **D. Release by Plaintiffs, Participating Class Members, and Aggrieved Employees**

5 53. Effect of Release. Upon entry of the Final Approval Order, and except as to such rights  
6 or claims as may be created by this Settlement Agreement, the Participating Class Members will  
7 forever completely release and discharge the Released Parties from the Released Class Claims for the  
8 Class Period. It is the intent of the Parties that the Final Approval Order and judgment entered by the  
9 Court shall have full equitable and collateral estoppel and *res judicata* effect and be final and binding  
10 upon Participating Class Members regarding the Released Class Claims.

11 54. Binds All Class Members. Each Participating Class Member will be deemed to have  
12 made the foregoing Release as if by manually signing it.

13 55. Binds LWDA. Upon entry of the Final Approval Order and Defendant's funding of  
14 the entire Gross Settlement Amount, Plaintiffs, standing in the shoes of the Labor  
15 Commissioner/LWDA, and on behalf of the State of California and all Aggrieved Employees, will  
16 forever completely release and discharge the Released Parties from the PAGA Released Claims for  
17 the PAGA Period. It is the intent of the Parties that the Final Approval Order and judgment entered  
18 by the Court shall have full equitable and collateral estoppel and *res judicata* effect and be final and  
19 binding upon Aggrieved Employees regarding the PAGA Released Claims.

20 56. Representative Execution. Each Aggrieved Employee and the LWDA will be deemed  
21 to have made the foregoing Release as if by manually signing it.

22 57. Class Claim Preclusion. Plaintiffs and Defendant intends that the settlement described  
23 in this Settlement Agreement will release and preclude any further claim, whether by lawsuit,  
24 administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the  
25 Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and  
26 all of the Released Class Claims. The Class Members shall be so notified in the Notice. This paragraph  
27 only applies to Participating Class Members and, thus, does not apply to any Class Member who timely  
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1 and validly submits a Request for Exclusion.

2 58. PAGA Preclusion. Plaintiffs and Defendant also intend that the settlement described in  
3 this Settlement Agreement will release and preclude any further PAGA claim, whether by lawsuit,  
4 administrative claim or action, arbitration, demand, or other PAGA action of any kind, by each and all  
5 of the Aggrieved Employees to obtain a recovery based on, arising out of, and/or related to any and  
6 all of the PAGA Released Claims. The Aggrieved Employees shall be so notified in the Notice and  
7 Class Counsel shall provide appropriate notice to the LWDA of this Settlement Agreement prior to  
8 the filing of the Motion for Preliminary Approval. Aggrieved Employees shall receive their portion  
9 of the PAGA Settlement and shall be deemed to have released the PAGA Claims even if they opt out  
10 of the Class Settlement.

11 59. Disputed Claims. Class Representatives, on behalf of themselves and the Participating  
12 Class Members, acknowledge and agree that the claims, including claims for unpaid wages and  
13 untimely payment of wages are disputed, and that the payments set forth herein constitute payment of  
14 all sums allegedly due to them. Class Representatives, on behalf of themselves and the Participating  
15 Class Members, acknowledges and agrees that California Labor Code § 206.5 is not applicable to the  
16 Parties hereto. California Labor Code § 206.5 provides in pertinent part as follows:

17 An employer shall not require the execution of any release of any claim or  
18 right on account of wages due, or to become due, or made as an advance on  
19 wages to be earned, unless payment of those wages has been made.

20 **E. Release by Class Representative**

21 60. Plaintiffs' Individual Releases. As a material inducement to Defendant to enter into  
22 this Settlement Agreement and in consideration of the Service Payment, and in addition to the Class  
23 Representative's release of the Released Class Claims and PAGA Released Claims, Class  
24 Representatives do hereby, for themselves and for their respective spouses, domestic partners, marital  
25 community, children, estates, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,  
26 administrators, trustees, conservators, guardians, personal representatives, and assigns forever and  
27 completely release and discharge and covenants not to sue the Released Parties with respect to any  
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1 and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action,  
2 wages, obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys' fees,  
3 damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise,  
4 whether now known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiffs  
5 now own or hold or has at any time heretofore owned or held as against said Released Parties, or any  
6 of them up and through September 1, 2022. Such released claims include specifically, but not  
7 exclusively and without limiting the generality of the foregoing, any and all claims, demands,  
8 agreements, obligations and causes of action, known or unknown, suspected or unsuspected, concealed  
9 or hidden, including but not limited to all claims arising out of, based upon, or relating to Class  
10 Representative's employment with Defendants or the remuneration for or termination of such  
11 employment, as alleged in the operative Complaint, arising out of or in any way connected with any  
12 transactions, occurrences, acts or omissions set forth, or facts alleged, in any and all charges,  
13 complaints, claims or pleadings filed by Class Representative against any Released Party prior to the  
14 date hereof with any city, county, state or federal agency, commission, office or tribunal whatsoever;  
15 or arising out of or in any way connected with any transactions, occurrences, acts or omissions  
16 occurring prior to the date hereof, including specifically without limiting the generality of the  
17 foregoing any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in  
18 Employment Act (29 U.S.C. Section 621 *et seq.*), the Americans with Disabilities Act, the Employee  
19 Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the  
20 Family and Medical Leave Act, the California Constitution, the California Labor Code, the California  
21 Civil Code, the California Government Code, the California Business & Professions Code, the  
22 California Family Rights Act, the California Fair Employment and Housing Act, the California  
23 Industrial Welfare Commission Wage Orders, or any other federal, state, or local statute or regulation  
24 (collectively, the "Class Representative's Claims").

25 61. Knowing Waiver. Class Representatives agree that there is a risk that any injury that  
26 they may have suffered by reason of the Released Parties' relationship with them might not now be  
27 known, and there is a further risk that said injuries, whether known or unknown at the date of this  
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1 Settlement Agreement, might possibly become progressively worse, and that as a result thereof further  
2 damages may be sustained. Nevertheless, Class Representatives agree to forever and fully release and  
3 discharge the Released Parties, and understands that by the execution of this Settlement Agreement  
4 no further claims for any such injuries that existed at the time of the execution of this Settlement  
5 Agreement may ever be asserted by Class Representative with respect to claims arising in the time  
6 period from the beginning of time to the execution of this Settlement Agreement.

7 62. Civil Code § 1542. Class Representatives expressly waive and relinquishes all rights  
8 and benefits afforded by Section 1542 of the Civil Code of the State of California and does so  
9 understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the  
10 Civil Code of the State of California states:

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

17 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full  
18 and complete release and discharge of all parties, Class Representatives and Class Counsel expressly  
19 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all  
20 claims that Class Representatives knew of, as well as all claims that he or she does not know or suspect  
21 to exist in his or her favor against the Released Parties, or any of them, for the time period from the  
22 beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement  
23 contemplates the extinguishment of any such Class Representatives' claims. Notwithstanding the  
24 above, the general release by Class Representatives shall not extend to claims for workers'  
25 compensation benefits, claims for unemployment benefits, or other claims that may not be released by  
26 law.

27 63. No Other Legal Actions. Class Representatives represent and warrant that they have  
28 not filed and will not file any other lawsuit, administrative claim or action, arbitration, demand, or



1 other action of any kind against Defendant or the Released Parties. Class Representatives represents  
2 and warrants that, the only pending claims against Defendant or the Released Parties are included in  
3 this Action. However, the Parties agree that nothing in this paragraph shall prevent or prohibit  
4 Plaintiffs from filing any other lawsuit, administrative claim or action, arbitration, grievance, demand,  
5 or other action of any kind against Defendant or the Released Parties for workers' compensation  
6 benefits, claims for unemployment benefits, or other claims that may not be released by law.

7 **F. Interim Stay of Proceedings**

8 64. Stay. Pending completion of all of the prerequisites necessary to effectuate this  
9 Settlement, the Parties agree, subject to Court's approval, to a stay of all proceedings in the Action  
10 except such as are necessary to effectuate this settlement.

11 **G. Notice Process**

12 65. Appointment of Settlement Administrator. The Parties have agreed to the appointment  
13 of the Settlement Administrator to perform the duties of a settlement administrator, including mailing  
14 the Notice, using standard devices to obtain forwarding addresses, independently reviewing and  
15 verifying documentation associated with any claims or opt-out requests, resolving any disputes  
16 regarding the calculation or application of the formula for determining the Individual Settlement  
17 Payments, drafting and mailing the settlement checks to Participating Class Members, and Aggrieved  
18 Employees, issuing 1099 Tax Forms, performing unclaimed funds due diligence, reporting and  
19 performing remittance obligations, and performing such other tasks as set forth herein or as the Parties  
20 mutually agree or that the Court orders.

21 66. Disputes Regarding Settlement Administration. Any and all disputes relating to  
22 administration of this settlement by the Settlement Administrator (except for disputes regarding Class  
23 Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the  
24 terms and conditions of this Settlement Agreement, until Plaintiffs and Defendant notify the Court that  
25 all payments and obligations contemplated by this Settlement Agreement have been fully carried out.  
26 Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve  
27 the dispute without the necessity of Court intervention. The Settlement Administrator shall also be  
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1 responsible for issuing to Plaintiffs, Participating Class Members, Aggrieved Employees, and Class  
2 Counsel any 1099, or other tax forms as may be required by law for all amounts paid pursuant to this  
3 Settlement Agreement. The Settlement Administrator shall also be responsible for setting up all  
4 necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government  
5 authorities.

6 67. Class Data. Within twenty (20) business days after entry of the Preliminary Approval  
7 Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement  
8 Administrator will run a check of the Class Members' addresses against those on file with the U.S.  
9 Postal Service's National Change of Address Database. The Class Data provided to the Settlement  
10 Administrator will remain confidential, shall be used solely to administer the Settlement, and it will  
11 not be used or disclosed to anyone (including Class Counsel), except as required by applicable tax  
12 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although Class  
13 Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel  
14 from communicating with Class Members regarding the Action and settlement.

15 68. Notice. The Notice, as approved by the Court, shall be sent by the Settlement  
16 Administrator to the Settlement Class Members, by first class mail, in English, within ten (10) calendar  
17 days following the Settlement Administrator's receipt of the Class Data. The Settlement  
18 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of  
19 Settlement Class Members if any envelopes are returned.

20 69. Returned Notices of Settlement. The Settlement Administrator will take steps to ensure  
21 that the Notice is received by all Settlement Class Members, including utilization of the National  
22 Change of Address Database maintained by the United States Postal Service to review the accuracy  
23 of and, if possible, update a mailing address. Notices of Settlement will be re-mailed to any Settlement  
24 Class Member for whom an updated address is located within ten (10) calendar days following both  
25 the Settlement Administrator learning of the failed mailing and its receipt of the updated address. The  
26 re-mailed Notice shall be identical to the original Notice, except that it shall notify the Settlement  
27 Class Member that the exclusion (opt-out) request or objection must be returned by the later of the  
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1 Notice Response Deadline or fifteen (15) calendar days after the remailing of the Notice.

2 70. Disputes Regarding Information on Notices of Settlement. Class Members are deemed  
3 to participate in the Settlement, unless they timely opt-out, and Aggrieved Employees may not opt-  
4 out of the PAGA Released Claims. The Notice will inform Class Members of his/her estimated  
5 Individual Settlement Payment and the number of Weeks Worked during the Class Period and Pay  
6 Periods Worked during the PAGA Period. Class Members may dispute their Weeks Worked and/or  
7 Pay Periods Worked if they feel they should be credited with more than represented on the Notice by  
8 timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed  
9 determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator  
10 will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class  
11 Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to  
12 determine the Class Member's actual number of Weeks Worked and estimated Individual Settlement  
13 Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute  
14 to the Settlement Administrator to render a final decision. Class Members will have until the Notice  
15 Response Deadline to dispute Weeks Worked and/or Pay Periods Worked, object or opt-out, unless  
16 extended by the Court. In the event that the Settlement Administrator increases the number of Weeks  
17 Worked and/or Pay Periods Worked for any Settlement Class Member, then the Settlement  
18 Administrator will recalculate the Participating Class Members' Individual Settlement Payments;  
19 accordingly, in no event will Defendants be required to increase the Gross Settlement Amount.

20 71. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for  
21 the Parties, at least twenty (20) calendar days prior to the Final Approval Hearing, a declaration of due  
22 diligence and proof of mailing with regard to the mailing of the Notices of Settlement.

23 72. Settlement Class Members' Rights. Each Settlement Class Member will be fully  
24 advised of the Settlement, the ability to object to the provisions in the Settlement related to the  
25 Released Class Claims, and the ability to opt-out or request exclusion from the Settlement with respect  
26 to the Released Class Claims. The Notice will inform the Settlement Class Members of the Court-  
27 established deadlines for filing objections or requesting exclusion from the Settlement with respect to  
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1 the Released Class Claims in accordance with the following guidelines:

2 (a) Requests for Exclusion from Participating in the Settlement Class. Any  
3 Settlement Class Member, other than Plaintiffs, may request to be excluded from the Settlement Class  
4 by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the  
5 Notice Response Deadline. The Request for Exclusion should state:

6 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN  
7 THE *DIBENE, ET AL. V. ALLIED WASTE SERVICES OF NORTH*  
8 *AMERICA, LLC ET AL.* LAWSUIT. I UNDERSTAND THAT IF I ASK  
9 TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT  
10 RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF  
11 THIS LAWSUIT."

12 To be valid, any Request for Exclusion must include the full name, address, telephone number,  
13 last four digits of the social security number or date of birth, and signature of the Settlement Class  
14 Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement  
15 Administrator at the specified address set forth in the Notice. Any such Request must be made in  
16 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if  
17 postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any  
18 Settlement Class Member who timely requests exclusion in compliance with these requirements: (i)  
19 will not have any rights under this Settlement Agreement with respect to the Released Class Claims,  
20 including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive  
21 any payments under this Settlement Agreement for the Released Class Claims; and (iii) will not be  
22 bound by this Settlement Agreement, or the judgment, with respect to the Released Class Claims. Any  
23 Aggrieved Employee who requests timely exclusion will still be subject to the PAGA Released Claims  
24 to the fullest extent permitted by law and shall be sent his or her share of PAGA Penalties.

25 (b) Binding Effect on Participating Class Members. Except for those Settlement  
26 Class Members who exclude themselves in compliance with the procedures set forth above, all  
27 Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes  
28 under this Settlement Agreement; (ii) will be bound by the terms and conditions of this Settlement



1 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided  
2 herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness,  
3 and adequacy of the Settlement.

4 (c) Objections to Settlement of the Released Class Claims. Any Settlement Class  
5 Member, other than Plaintiffs, may object to the terms of this Settlement Agreement, except as to the  
6 PAGA Released Claims. To object, a Settlement Class Member shall inform the Settlement  
7 Administrator, in writing, of his or her objection which must be postmarked by the Notice Response  
8 Deadline at the address set forth in the Notice. Such objection shall include the objecting Settlement  
9 Class Member's full name, address, telephone number, last four digits of the social security number  
10 or date of birth, signature, and dates of employment, in addition to the case name and number, the  
11 basis for the objection, including any legal support and each specific reason in support of the objection,  
12 as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class  
13 Member is represented by counsel, the name and address of his or her counsel. The Settlement  
14 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3)  
15 calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of  
16 due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class  
17 Member who files an objection remains eligible to receive monetary compensation from the  
18 settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred  
19 by any Class Member and/or his or her counsel related to any objections to the settlement. Submitting  
20 an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is  
21 preserved by becoming a party of record by timely and properly intervening or filing a motion to  
22 vacate the judgment under California Code of Civil Procedure § 663. Settlement Class Members and  
23 Aggrieved Employees may not object to or opt-out of the Settlement with respect to the PAGA  
24 Released Claims.

25 (d) Failure to Object. Any Settlement Class Member who desires to object to the  
26 Released Class Claims in the Settlement but fails to timely submit a written objection or in person  
27 objection at the Final Approval Hearing waives any right to object and will be foreclosed from making  
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1 any objection to this Settlement. Any Settlement Class Member who does not timely and properly  
2 become a party of record by intervening or filing a motion to vacate the judgment waives any and all  
3 rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate  
4 proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code  
5 of Civil Procedure § 473, and extraordinary writs.

6 (e) Responses to Objections. Counsel for the Parties may file a response to any  
7 objections submitted by objecting Settlement Class Members at least five (5) court days before the  
8 date of the Final Approval Hearing.

9 (f) Response Deadline. Settlement Class Members will have until the Notice  
10 Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by  
11 U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's  
12 counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon  
13 the request of Class Counsel or Defense Counsel.

14 (g) Defective Submissions. If a Settlement Class Member's Request for Exclusion  
15 or objection is defective as to the requirements listed herein, that Settlement Class Member will be  
16 given an opportunity to cure the defect(s). The Settlement Administrator will mail the Settlement  
17 Class Member a cure letter within three (3) business days of receiving the defective submission to  
18 advise the Settlement Class Member that his or her submission is defective and that the defect must  
19 be cured to render the Request for Exclusion or objection valid. The Settlement Class Member will  
20 have the later of (i) the Notice Response Deadline or (ii) fifteen (15) calendar days from the date of  
21 the cure letter to postmark or fax a revised Request for Exclusion or objection. If the revised Request  
22 for Exclusion or objection is not postmarked or received by fax within that period, it will be deemed  
23 untimely and disregarded.

24 (h) Right to Rescission: If four percent (4%) or more of the Class Members opt-  
25 out, Defendant shall have the right to rescind and void the Settlement.

26 73. Funding of the Settlement Amount. Defendant shall make a one-time deposit into the  
27 QSF of the Gross Settlement Amount, no later than thirty (30) calendar days after the Effective Date.

1 Once Defendant has complied with its obligation set forth in this paragraph, it shall be deemed to have  
2 satisfied all of the terms and conditions of this Settlement Agreement, shall be entitled to all the  
3 protections afforded it under this Settlement Agreement, and shall have no further obligations under  
4 this Settlement Agreement, regardless of what occurs with respect to the further administration of the  
5 Settlement. The Settlement Administrator (and not Defendant) shall issue the applicable IRS Form  
6 1099, or any other required tax forms, reflecting all payments to the Class Members.

7 74. Distribution of Funds. No later than ten (10) calendar days after the deposit of the  
8 payment into the QSF, the Settlement Administrator will mail the Individual Settlement Payments to  
9 the Participating Class Members, the payment to Class Counsel for the Attorneys' Fees and Costs  
10 Award, any Service Payment to the Class Representatives, the payment to the LWDA for PAGA  
11 Penalties, the payments to Aggrieved Employees for PAGA Penalties, and will pay itself the  
12 Settlement Administration Costs.

13 75. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved  
14 Employees shall have one hundred eighty (180) calendar days after mailing by the Settlement  
15 Administrator to cash each settlement check. If any Participating Class Member's or Aggrieved  
16 Employee's check is not cashed within that period, the check will be void and a stop-payment will be  
17 issued, and the Settlement Administrator shall issue the unclaimed funds to the California State  
18 Controller's Office in the name of the Class Member or Aggrieved Employee. The release will be  
19 binding upon all Participating Class Members and Aggrieved Employees who do not cash their checks  
20 within the one hundred eighty (180) calendar days period. In the event that any settlement check is  
21 returned to the Settlement Administrator within one hundred eighty (180) calendar days of mailing,  
22 the Settlement Administrator will, within five (5) business days of receipt of the returned settlement  
23 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of  
24 the results. If a new address is located by these means, the Administrator will have ten (10) business  
25 days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the  
26 Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures  
27 on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the  
28

1 foregoing, in the event a Participating Class Member or Aggrieved Employee notifies the Settlement  
2 Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement  
3 Administrator shall immediately stop payment on such check. If the check in question has not been  
4 negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement  
5 check.

6 76. Limitations on Liability. No person shall have any claim against Defendant or the  
7 Released Parties, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator  
8 based on mailings, distributions, payments or reports made in accordance with or pursuant to this  
9 Settlement Agreement. This provision does not, however, prevent a Party from seeking enforcement  
10 of this Settlement Agreement.

11 77. Indemnification. Without prejudice to any other remedies, the Settlement  
12 Administrator shall agree to be responsible for any breach of its obligations (whether committed by  
13 the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel  
14 harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal  
15 fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

16 **H. Duties of the Parties Prior to the Court's Approval**

17 78. Preliminary Approval. Promptly after execution of this Settlement Agreement,  
18 Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary  
19 Approval Order accomplishing the following:

20 (a) Scheduling the Final Approval Hearing on the issue of whether this Settlement  
21 should be finally approved as fair, reasonable and adequate as to the Class Members and Aggrieved  
22 Employees and a hearing on fees, costs and the Service Payment;

23 (b) Approving as to form and content of the proposed Notice;

24 (c) Directing the mailing of the Notice by first class mail to the Settlement Class  
25 Members and Aggrieved Employees;

26 (d) Preliminarily approving this Settlement; and

27 (e) Preliminarily certifying the class solely for purposes of this Settlement.  
28



1           79.    Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing,  
2 to approve this Settlement Agreement because the amount of the PAGA Penalties is not adequate, then  
3 the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within this  
4 Settlement Agreement, in order to try to achieve Final Approval of this Settlement Agreement upon  
5 any subsequent Court hearings. The Parties agree that an allocation of up to \$5,500 to PAGA  
6 Penalties, to be paid from the GSV, will not result in making the Settlement Agreement voidable.

7    **I.    Duties of the Parties Following Court's Final Approval**

8           80.    Final Approval. In connection with the Final Approval Hearing provided for in this  
9 Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

10               (a)    Approving the Settlement, adjudging the terms thereof to be fair, reasonable  
11 and adequate, and directing consummation of its terms and provisions;

12               (b)    Approving Class Counsel's application for an award of attorneys' fees and  
13 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and  
14 the payment to the Settlement Administrator for costs of administering the settlement; and

15               (c)    Entering judgment approving settlement, thereby permanently barring all  
16 Participating Class Members from prosecuting any Released Class Claims against any of the Released  
17 Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any  
18 PAGA Released Claims against any of the Released Parties.

19           81.    Final Judgment. The Settlement Administrator shall give the Participating Class  
20 Members and Aggrieved Employees notice of the entry of Final Judgment on a postcard or letter that  
21 will be included with the Individual Settlement Payments.

22    **J.    Voiding this Settlement Agreement**

23           82.    Non-Solicitation. All Parties, signatories, and their counsel shall not encourage opt-  
24 outs or objections to this Settlement Agreement. The Parties specifically agree not to solicit opt-outs,  
25 directly or indirectly, through any means.

26           83.    Void Obligations. If the settlement is voided or fails for any reason, Plaintiffs and  
27 Defendant will have no further obligations under the settlement, including any obligation by  
28

Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

84. Void Administrator Costs. If the settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Settlement Agreement.

**K. Other Terms**

85. Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

86. Full and Complete Defense. This Settlement Agreement may be pleaded by any Released Party as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released Class Claim or PAGA Released Claim.

87. Injunction Against Duplicative Claims. Upon Preliminary Approval of the Settlement Agreement, all Settlement Class Members who do not opt out of the Settlement Class shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the Released Claims. Any related pending actions, claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed until the Settlement Class Members have had an opportunity to decide to participate, object or file a Request for Exclusion from this settlement. In addition, upon Preliminary Approval of the Settlement Agreement, all Settlement Class Members (regardless of whether they opt-out) shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division of Labor Standards

1 Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any  
2 other proceedings, regarding any of the Release defined hereinabove to the extent such actions, claims,  
3 complaints, or proceedings are based on the PAGA Released Claims released via this Settlement  
4 Agreement.

5 88. Parties' Authority. The signatories hereto represent that they are fully authorized to  
6 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.  
7 The signatories hereto further represent that the Parties to this Settlement Agreement are represented  
8 by competent counsel, and they have had an opportunity to consult with counsel prior to authorizing  
9 its execution.

10 89. No Publicity. The Parties will not publicize the settlement or disclose it to third parties,  
11 except as required or necessary to effectuate its terms and comply with law, including the payment of  
12 taxes. Specifically, Plaintiffs and Plaintiffs' counsel shall not publicize the settlement on their  
13 websites, in advertising/marketing materials or on social media. Class Counsel agrees to discuss the  
14 terms of this settlement in a manner that discloses the identity of Defendant only in declaration(s)  
15 submitted to the Court to establish their adequacy to serve as class counsel, in declaration(s) submitted  
16 to the Court in support of a motion for attorneys' fees, in discussions with Class Members and their  
17 collective bargaining representative, Teamsters Local 70, in the context of administering this  
18 settlement, in declaration(s) in support of future motions for certification / adequacy / settlement, and  
19 to notify the LWDA of the resolution of the Action. Nothing in this provision shall prevent Defendant  
20 from making any required disclosure.

21 90. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
22 accomplish the terms of this Settlement Agreement, including but not limited to, execution of such  
23 documents and to take such other action as may reasonably be necessary to implement the terms of  
24 this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,  
25 including all efforts contemplated by this Settlement Agreement and any other efforts that may become  
26 necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms  
27 set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel  
28

1 shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary  
2 steps to secure the Court's preliminary and final approval of the settlement, and the final entry of  
3 judgment. Class Counsel shall provide Defendant's Counsel with copies of the Preliminary Approval  
4 Motion and Final Approval Motion for review at least five (5) court days prior to the filing deadline.

5 91. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they  
6 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or  
7 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action  
8 or rights released and discharged by this Settlement Agreement.

9 92. No Admission. Defendant denies any and all liability to Plaintiffs, any Settlement  
10 Class Member, and/or any Aggrieved Employee in this Action, as to any and all causes of action that  
11 were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle  
12 and compromise the matters at issue in the Complaint to avoid further substantial expense and the  
13 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into  
14 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the  
15 defenses that they have asserted or could assert against Plaintiffs, has determined that it is desirable  
16 and beneficial that Plaintiffs' claims be settled in the manner and upon the terms and conditions set  
17 forth in this Settlement Agreement.

18 93. Inadmissibility of this Settlement Agreement. Whether or not the Court issues the Final  
19 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to  
20 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part  
21 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this  
22 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant  
23 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with  
24 all related documents such as the notices, and motions for preliminary and final approval, shall,  
25 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible  
26 in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or  
27 interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this  
28



1 Settlement Agreement is for settlement purposes only and if, for any reason the settlement is not  
2 approved, the stipulation will have no force or effect.

3 94. Notices. Unless otherwise specifically provided herein, all notices, demands, or other  
4 communications pursuant to this Settlement Agreement shall be in writing and shall be deemed to  
5 have been duly given as of the third business day after mailing by United States registered or certified  
6 mail, return receipt requested, addressed:

7 To the Settlement Class Members and Aggrieved Employees:

8 Costa Kerestenzis (SBN 186125)  
9 Sarah S. Kanbar (SBN 315443)  
10 BEESON, TAYER & BODINE, APC  
11 492 Ninth Street, Suite 350  
12 Oakland, CA 94607-3865  
13 Telephone: (510) 625-9700  
14 Fax No.: (510) 625-8275  
15 Email: ckerestenzis@beesontayer.com  
16 Email: skanbar@beesontayer.com

17 To Defendant:

18 Richard L. Gillespie (SBN 275519)  
19 Matthew D. Lerner (SBN 320776)  
20 LITTLER MENDELSON, P.C.  
21 1255 Treat Boulevard, Suite 600  
22 Walnut Creek, California 94597  
23 Telephone: 925.932.2468  
24 Fax No.: 925.946.9809  
25 Email: rgillespie@littler.com  
26 Email: mlerner@littler.com

27 95. Construction. The Parties hereto agree that the terms and conditions of this Settlement  
28 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that  
this Settlement Agreement shall not be construed in favor of or against any Party by reason of the  
extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.  
Plaintiffs and Defendant expressly waive the common-law and statutory rule of construction that  
ambiguities should be construed against the drafter of an agreement and further agree, covenant, and  
represent that the language in all parts of this Settlement Agreement shall be in all cases construed as  
a whole, according to its fair meaning.

1           96.    Captions and Interpretations. Paragraph titles or captions contained herein are inserted  
2 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope  
3 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is  
4 contractual and not merely a recital.

5           97.    Modification. This Settlement Agreement may not be changed, altered, or modified,  
6 except in writing and signed by the Parties hereto, and approved by the Court. This Settlement  
7 Agreement may not be discharged except by performance in accordance with its terms or by a writing  
8 signed by all of the Parties hereto.

9           98.    Dispute Resolution. Prior to instituting legal action to enforce the provisions of this  
10 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, a Party  
11 shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies,  
12 and Plaintiffs and Defendant agree to seek the help of the mediator identified in this Settlement  
13 Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties  
14 shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or  
15 other proceeding instituted by any person or entity other than Plaintiffs or Defendant.

16           99.    Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of  
17 dismissal pursuant to the terms of this Settlement Agreement, that, pursuant to California Code of  
18 Civil Procedure § 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this  
19 Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and  
20 obligations of this Settlement Agreement.

21           100.   Enforceability. Pursuant to California Evidence Code §§ 1123(a) and (b), the Parties  
22 intend that this Settlement Agreement shall be enforceable, binding, and admissible in a court of law.

23           101.   Choice of Law. This Settlement Agreement shall be governed by and construed,  
24 enforced and administered in accordance with the laws of the State of California.

25           102.   Integration Clause. This Settlement Agreement contains the entire agreement between  
26 the Parties relating to the settlement and transaction contemplated hereby, and all prior or  
27 contemporaneous agreements, understandings, representations, and statements, whether oral or  
28

1 written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder  
2 may be waived except in writing.

3 103. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to  
4 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,  
5 successors, and assigns.

6 104. Signatures of All Class Members and Aggrieved Employees Unnecessary to be  
7 Binding. It is agreed that, because the members of the Settlement Class and Aggrieved Employees  
8 are numerous, it is impossible or impractical to have each Class Member and Aggrieved Employee  
9 execute this Settlement Agreement. The Notice will advise all Settlement Class Members and  
10 Aggrieved Employees of the binding nature of the releases provided herein and such shall have the  
11 same force and effect as if this Settlement Agreement were executed by each Settlement Class Member  
12 and Aggrieved Employee.


13 105. Invalidity of Any Provision. Before declaring any provision of this Settlement  
14 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
15 possible consistent with applicable precedents so as to define all provisions of this Settlement  
16 Agreement valid and enforceable.

17 106. Counterparts. This Settlement Agreement may be executed in counterparts, and when  
18 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed  
19 an original, and, when taken together with other signed counterparts, shall constitute one fully signed  
20 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic  
21 signatures shall have the same force and effect as an original.


22  
23  
24 *[Remainder of Page Left Intentionally Blank. Signatures Continued on Following Page]*  
25  
26  
27  
28

1           **IT IS SO AGREED. IN WITNESS WHEREOF**, the Parties hereto knowingly and  
2 voluntarily executed this Class Action and PAGA Representative Settlement Agreement as of the date  
3 set forth below.


4  
5       Dated: 10/23/2024, 2024

  
\_\_\_\_\_  
Michael DiBene  
Plaintiff & Class Representative

6  
7  
8       Dated: 09.24.2024, 2024

  
\_\_\_\_\_  
Aaron Prasad  
Plaintiff & Class Representative

9  
10  
11       Dated: 10/23/2024, 2024

  
\_\_\_\_\_  
Victor Roberts  
Plaintiff & Class Representative

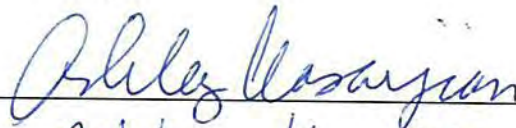
12  
13  
14       Dated: Oct. 28, 2024

**DEFENDANT:**

Authorized Representative of Allied Waste Services of  
North America, LLC dba Allied Waste Services of  
Alameda County or Republic Services of Alameda  
County

15  
16  
17  
18  
19       By: \_\_\_\_\_

20       Title: \_\_\_\_\_

  
\_\_\_\_\_  
Ashley Kasanjian  
Vice President



1 **APPROVED AS TO FORM:**

2 **CLASS COUNSEL:**

3 Dated: October 23, 2024

**BEESON, TAYER & BODINE, APC**



Costa Kerestenzis

Sarah S. Kanbar

**Attorneys for Plaintiffs and the Class**

7 **DEFENDANT'S COUNSEL:**

8 Dated: October 30, 2024

**LITTLER MENDELSON, PC**



Richard L. Gillespie

Matthew D. Lerner

**Attorneys for Defendant, Allied Waste Services of North  
America, LLC dba Allied Waste Services of Alameda  
County or Republic Services of Alameda County**

**END OF DOCUMENT**

## **EXHIBIT C**

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

*DiBene, et al. v. Allied Waste Services of North America, LLC dba Allied Waste Services of Alameda County or Republic Services of Alameda County, Case No. 22CV023979*

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Allied Waste Services of North America, LLC dba Allied Waste Services of Alameda County or Republic Services of Alameda County (“Defendant” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by current employees, Michael DiBene, Aaron Prasad, and Victor Roberts (“Plaintiffs”) and seeks payment of back wages and other relief for a class of hourly employees (“Class Members”) who worked for Defendant in California during the Class Period of December 2, 2021, through February 12, 2022 (“Class Period”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Defendants during the PAGA Period that is also December 2, 2021, through February 12, 2022 (“PAGA Period”). The Class will also be referred to as “Aggrieved Employees”.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments; and (2) a PAGA Settlement requiring Defendants to fund 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 Settlement Payment is estimated to be \$ [REDACTED] (less withholding) and your individual PAGA payment is estimated to be \$ [REDACTED]**. 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 Defendant’s records you are not eligible for an individual PAGA payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Work Weeks** during the Class and PAGA Period. If you believe that you worked more Work Weeks during this 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an individual PAGA payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (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 Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, you will remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take for the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Do not Have to Do Anything to Participate in the Settlement</b> _____	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an individual PAGA payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
<b>You Can Opt-out of the Class Settlement</b>  <b>The Opt-out Deadline is</b> <span style="background-color: yellow;"> </span>	<p>If you do not 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 no longer be eligible for an Individual Settlement Payment. Settlement Class Member who opt-out of the Class Settlement cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay individual PAGA payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<b>Participating Class Members Can Object to the Class Settlement</b>  <b>Written Objections Must be Submitted by</b>	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

	Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduce 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.
<b>You Can Participate in the Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on . You do not 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 method(s). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
<b>You Can Challenge the Calculation of Your Workweeks</b>  <b>Written Challenges Must be Submitted by</b>	The amount of your Individual Class Payment and PAGA payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Work Weeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by . See Section 4 of this Notice.

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current employees of Defendant. The Action alleges that during the Kronos time keeping system outage from approximately December 2, 2021 to February 12, 2022, Defendant: (1) failed to pay for all hours worked; (2) failed to pay overtime wages; (3) improperly deducted wages and failed to pay wages at the agreed-upon rate; (4) failed to pay vested vacation pay; (5) failed to pay timely wages; (6) failed to provide accurate itemized wage statements; (7) failed to pay wages upon termination or severance of employment; (8) engaged in unfair business practices (California Business & Professions Code, § 17200 *et seq.*); and (9) a violation of the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*. Plaintiffs are represented by attorneys in the Action: Beeson, Tayer & Bodine, APC, Costa Kerestenzis and Sarah S. Kanbar ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws. **The Court has not decided that Defendant did anything wrong, and has made no determination in this matter about the claims.**

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired a 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 parties attended two mediation sessions and negotiated for over a year, at which time the parties reached a successful settlement. 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 Defendant 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, Defendant does 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) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims, defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. 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. Defendant Will Pay \$75,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the neutral Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Settlement Payments, individual PAGA payments, Service Payments to the Class Representatives, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. After the court enters the Judgment, it will be final on the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further remedies or relief.
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 Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$11,250.00 (15% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$4,500.00 as a Service Payment to Plaintiffs (\$1,500.00 to each Plaintiff) for filing the Action, working with Class Counsel and representing the Class. A

Service Payment will be the only monies Plaintiffs will receive other than each Plaintiff's Individual Settlement Payment and any individual PAGA payment.

- C. Up to \$7,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$1,500.00 as a PAGA Payment with \$1,125.00 to be paid to the LWDA, representing its 75% share of the PAGA penalties, and the remaining \$375.00 to be allocated to the Class Members as described in Section 4 of this Notice.

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 Amount") by making Individual Settlement Payments to Participating Class Members based on their Class Period Work Weeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve that the Individual Settlement Payments will be allocated between interest and penalties (pursuant to, e.g., California Labor Code §§ 203, 210, 226, 2699), from which no taxes will be withheld. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments and the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant 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 Settlement Payments and individual PAGA payments will show the date when the check expires (the void date). If you do not 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 [REDACTED], 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 [REDACTED] 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. Class Members who do opt-out will not receive Individual Settlement Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the “Settlement Administrator” or 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 Work Weeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and effective, and Defendant has fully funded the Gross Settlement Amount, 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 Defendant 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:

Each Class Member who does not opt out of the settlement (“Participating Class Members”) shall be deemed to release the Released Parties, for the duration of the Class Period of December 2, 2021 through February 12, 2022 from any and all claims, known or unknown, that were alleged or that could have been alleged based on the facts asserted in in the Action, including but is not limited to claims for or related to: for failure to pay for all hours worked, failure to pay overtime wages, improper deductions and failure to pay wages at agreed-upon rate, failure to pay vested vacation pay, failure to timely pay earned wages, failure to provide accurate itemized wage statements, failure to pay wages upon termination/severance of employment, unfair business practices, and PAGA, as well as any claims that were alleged in the operative complaint or that could have been alleged based on the facts asserted in the operative complaint, including all claims under the California Labor Code sections, including but not limited to §§ 200-204, 210, 216, 218,

221-224, 225.5, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1194.2, 1197- 1199, 2698, as well as claims for unfair competition under Business and Professions Code section 17200 based on the Labor Code violations alleged in the operative complaint, and any duplicate requirements appearing under the applicable wage orders and California Code of Regulations where those wage orders are codified, and all related claims for conversion, liquidated damages, punitive damages, penalties, statutory penalties based on the preceding released claims. The release shall run through the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant under Labor Code §§ 2698, *et seq.*, 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 Defendant or its related entities based on the PAGA Period facts allege in the Action and resolved by this Settlement.

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

Each PAGA Representative Action Member irrespective of whether he or she opts out of the settlement, shall be deemed to release the Released Parties, for the duration of the PAGA Period of December 2, 2021 through February 12, 2022, from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in in the Operative Complaint and/or Plaintiffs' PAGA Notice to the LWDA (including any subsequently amended letters); and/or any and all claims, known or unknown, that could have been asserted based on any or all the factual allegations in the Operative Complaint and/or Plaintiffs PAGA Notice to the LWDA (including any subsequently amended letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 200-204, 210 216, 218, 221-224, 225.5, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2699 *et. seq.*, Business & Professions Code §§ 17200, *et., seq.*, and the IWC Wage Orders based on the Labor Code violations alleged in the Operative Complaint, and any duplicate requirements appearing under the applicable wage orders and California Code of Regulations where those wage orders are codified; failure to provide meal periods and rest breaks and associated premium pay, failure to pay wages (minimum wage, overtime, regular wages, including regular rate of pay), waiting time penalties, failure to provide accurate wage statements, failure to timely pay wages, failure to indemnify and reimburse business expenses, failure to pay vacation wages, unfair business practices, which are based on the facts alleged in the Operative Complaint. The release shall run through the PAGA Period and specifically only releases claims for PAGA civil penalties.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked by all Participating Class Members, and (b) multiplying the result by the number of Work Weeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing \$375.00 by the total number of PAGA 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. Work Week Challenges/Pay Period Challenges. The number of Class Work Weeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Work Weeks 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 Defendant's calculation of Work Weeks and/or Pay Periods based on Defendant's 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 Work Week and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

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).

**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 *DiBene, et al. v. Allied Waste Services of North America, LLC, et al.*, Alameda County Superior Court case number 22CV023979, 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 be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## **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 Defendant are asking the Court to approve. Prior to the Final Approval Hearing, Class Counsel and/or Plaintiff 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 Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; 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 Court's website: <https://www.alameda.courts.ca.gov>.

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 Payment 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 [REDACTED].** 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 DiBene, et al. v. Allied Waste Services of North America, LLC, et al.*, Alameda County Superior Court case number 22CV023979, 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. You will be responsible for your own attorney's fees if you choose to retain independent counsel. 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 do not have to, attend the Final Approval Hearing on August 1, 2025 at 2:00 p.m. in Department 520 of the Alameda County Superior Court, located at 24405 Amador St, Hayward, CA 94544. 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 Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via's the Court's virtual appearance methods. 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 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 Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Order Granting Preliminary Approval, or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.alameda.courts.ca.gov>.) and entering the Case Number for the Action, Case No. 22CV023979. You can also make an appointment to personally review court documents in the Clerk's Office at the Hayward Hall of Justice by calling (510) 690-2700.

The addresses for Parties' counsel are as follows:

<b>Class Counsel:</b>	<b>Counsel for Defendant:</b>
Costa Kerestenzis Sarah S. Kanbar Beeson, Tayer & Bodine, APC 492 Ninth Street, Suite 350 Oakland, California 94607 (510) 625-9700 <a href="mailto:ckerstenzis@beesontayer.com">ckerstenzis@beesontayer.com</a> <a href="mailto:skanbar@beesontayer.com">skanbar@beesontayer.com</a>	Richard L. Gillespie Matthew D. Lerner Littler Mendelson, PC 1255 Treat Boulevard, Suite 600 Walnut Creek, California 94597 (925) 932-2468 <a href="mailto:rgillespie@littler.com">rgillespie@littler.com</a> <a href="mailto:mlener@littler.com">mlener@littler.com</a>

### Settlement Administrator:

Name of Company: **Apex Class Action Administration**

Email Address: [claims@apexclassaction.com](mailto:claims@apexclassaction.com)

Mailing Address: DiBene v. Allied Waste  
c/o Apex Class Action, LLC  
P.O. Box 54668  
Irvine, CA 92619

Toll Free Telephone: (800) 355-0700

## 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.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH  
ANY INQUIRIES.**

COSTA KERESTENZIS, SBN 186125  
SARAH S. KANBAR, SBN 315443  
**BEESON, TAYER & BODINE, APC**  
492 Ninth Street, Suite 350  
Oakland, CA 94607-3865  
Telephone: (510) 625-9700  
Facsimile: (510) 625-8275  
Email: skanbar@beesontayer.com

Attorneys for Plaintiffs  
Michael DiBene, Aaron Prasad, Victor Roberts,  
and Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF ALAMEDA**  
**AT HAYWARD**

MICHAEL DIBENE, AARON PRASAD,  
VICTOR ROBERTS, on behalf of themselves  
and those similarly situated,

Plaintiffs,

v.

ALLIED WASTE SERVICES OF NORTH  
AMERICA, LLC dba ALLIED WASTE  
SERVICES OF ALAMEDA COUNTY or  
REPUBLIC SERVICES OF ALAMEDA  
COUNTY; and DOES 1 through 50,

Defendants.

Case No. 22CV023979  
Reservation No: A-23979-001

**PROOF OF SERVICE OF JOINT  
STIPULATION TO SUBMIT AMENDED  
ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT AGREEMENT AND  
CLASS NOTICE; AMENDED  
[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT AGREEMENT;  
COURT APPROVED NOTICE OF CLASS  
ACTION SETTLEMENT AND HEARING  
DATE FOR FINAL COURT APPROVAL**

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**PROOF OF SERVICE**

**THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO**

I declare that I am employed in the County of Sacramento, State of California. I am over the age of eighteen (18) years and not a party to this action. My business address is 520 Capitol Mall, Suite 300, Sacramento, CA 95814-4714. On February 24, 2025, I served the following document(s):

**JOINT STIPULATION TO SUBMIT AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE; AMENDED [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT; COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

☒ **By Electronic Service** to the parties in this action, at the electronic notification address(es) below. Based on a court order or an agreement, the parties have agreed to accept service by electronic transmission in accordance with Code of Civil Procedure § 1010.6. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Richard L. Gillespie  
Littler Mendelson, P.C.  
Treat Towers  
1255 Treat Boulevard, Suite 600  
Walnut Creek, CA 94597  
Email: rgillespie@littler.com

Matthew D. Lerner  
Littler Mendelson, P.C.  
50 W. San Fernando, 7th Floor  
San Jose, CA 95113-243  
Email: mlerner@littler.com

I declare under penalty of perjury that the foregoing is true and correct. Executed in Sacramento, California, on February 24, 2025.

  
\_\_\_\_\_  
Alex C. Wheeler



<p align="center"><b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b></p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544</p>	<p align="center"><b>FILED</b> Superior Court of California County of Alameda 02/25/2025</p>
<p>PLAINTIFF/PETITIONER: MICHAEL DIBENE et al</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Daniell Labrecque</i></u> Deputy</p>
<p>DEFENDANT/RESPONDENT: ALLIED WASTE SERVICES OF NORTH AMERICA, LLC dba ALLIED WASTE SERVICES OF ALAMEDA COUNTY or REPUBLIC SERVICES OF ALAMEDA COUNTY et al</p>	<p>D. Labrecque</p>
<p align="center"><b>CERTIFICATE OF MAILING</b></p>	<p>CASE NUMBER: 22CV023979</p>

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Hayward, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Matthew David Lerner  
Littler Mendelson, P.C.  
50 W. San Fernando, 7th Floor  
San Jose, CA 95113-2431

SARAH S. KANBAR  
BEESON, TAYER & BODINE, APC  
492 Ninth Street, Suite 350  
OAKLAND, CA 94607

Chad Finke, Executive Officer / Clerk of the Court

Dated: 02/25/2025

By:

*Daniell Labrecque*

D. Labrecque, Deputy Clerk

**CERTIFICATE OF MAILING**