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8 Delaware corporation.

9 *Additional Counsel Listed on Following Page*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF TEHAMA

12 ALFONSO DIAZ, individually and on behalf of
13 other individuals similarly situated,

14 Plaintiff,

15 v.

16 WASTE CONNECTIONS US, INC., a
17 Delaware corporation, and DOES 1 through 10,
18 inclusive,

19 Defendant.

Case No. 22CI000123

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF
CLASS ACTION CLAIMS**

[ASSIGNED FOR ALL PURPOSES TO
Hon. Matthew C. McGlynn, Dept. 5]

Trial Date: N/A
Complaint Filed: June 1, 2022

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Attorneys for Plaintiff ALFONSO DIAZ
on behalf of himself and others similarly situated

1 SUBJECT TO COURT APPROVAL, IT IS HEREBY STIPULATED, by and among
2 Plaintiff Alfonso Diaz (“Plaintiff” or “Named Plaintiff”), individually and on behalf of the proposed
3 Class and all similarly-situated current and former employees of Defendant Waste Connections US,
4 Inc. (“Defendant”), that this class action is hereby settled pursuant to the terms and conditions set
5 forth below in this Joint Stipulation and Settlement Agreement of Class Action Claims
6 (“Stipulation” or “Settlement Agreement”):

7 **Defined Terms**

8 1. “Action” means the proceedings and legal matter filed in the Superior Court of the
9 State of California, County of Tehama, entitled *ALFONSO DIAZ, on behalf of himself and all others*
10 *similarly situated, Plaintiff, v. WASTE CONNECTIONS US, INC., a Delaware Corporation, and*
11 *DOES 1 through 10, inclusive*, Case No. 22CI000123, originally filed on June 1, 2022.

12 2. “Administration Costs” means the actual and direct costs reasonably charged by the
13 Settlement Administrator for its services in administering the Settlement not to exceed \$19,550.00.

14 3. “Class” means the aggregate group of Class Members.

15 4. “Class Counsel” means Plaintiff’s counsel: Marcus Bradley of
16 Bradley/Grombacher, LLP.

17 5. “Class Counsel Fee and Expense Award” means such award of fees and expenses,
18 with fees not to exceed Thirty-Five Percent (35%) of the total Gross Settlement Amount, or the
19 amount of Two Hundred Sixty-Two Thousand Five Hundred Dollars (\$262,500.00), plus costs in
20 an amount not to exceed Twenty Thousand Dollars (\$20,000.00), that the Court may authorize to
21 be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action.

22 6. “Class Members” are defined as all current and former nonexempt (non-
23 administrative) employees employed by Defendant or its subsidiary or affiliate companies in
24 California during the Class Period. The “Settlement Class” and/or “Settlement Class Members”
25 includes all Class Members who have not opted out of the Settlement.

26 7. “Class Notice(s)” (or “Notice(s)”) means the Court-approved form of notice to Class
27 Members, substantially in the form as **Exhibit 1** (attached hereto) which will notify Class Members
28 of the conditional certification of the Class, Preliminary Approval of the Settlement, and scheduling

1 of the Final Approval Hearing.

2 8. "Class Period" means the period from June 1, 2018, through the earlier of: (i) the
3 date of Preliminary Approval, or (ii) 90 calendar days from the date this formal Settlement
4 Agreement is executed.

5 9. "Complaint" means the Class Action Complaint filed in the Action on or about June
6 1, 2022, and any amended complaints thereafter.

7 10. "Court" means the Superior Court of the State of California, County of Tehama.

8 11. "Day" or "days" refers to a calendar day(s) unless otherwise stated. If any
9 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur
10 on the next business day.

11 12. "Defendant" means WASTE CONNECTIONS US, INC.

12 13. "Defendant's Counsel" means Littler Mendelson, P.C.

13 14. "Effective Date" means the earlier of (a) five days after the expiration of any appeals
14 period, provided that no appeal is filed; or (b) in the event an appeal or appeals are filed, five days
15 after (i) the date the final judgment is affirmed by an appellate court with no possibility of
16 subsequent appeal or other judicial review therefrom; or (ii) the date the appeal(s) or other judicial
17 review therefrom are dismissed with no possibility of subsequent appeal or other judicial review.

18 15. "Final Approval" means that the Settlement Order and Judgment has been entered
19 and the Court has made its final order awarding any attorneys' fees and expenses.

20 16. "Final Approval Hearing" means a hearing held before the Court to consider Final
21 Approval of the Settlement, the amount of attorneys' fees and expenses that should be awarded to
22 Class Counsel, and the merits of any objections to the Settlement Agreement and the Settlement set
23 forth therein or any of its terms.

24 17. "Enhancement Award" means an award, not to exceed Ten Thousand Dollars and
25 Zero Cents (\$10,000.00), to Plaintiff that the Court may authorize to be paid to Plaintiff in
26 recognition of his effort in obtaining the benefits of the Settlement for the Class and for his general
27 release of all claims.

28 18. "Gross Settlement Amount" ("GSA") means the maximum amount of Seven

1 Hundred Fifty Thousand Dollars (\$750,000.00) that Defendant shall pay in connection with this
2 Settlement. Notwithstanding any other provision in this Settlement Agreement, in no event shall
3 Defendant be obligated to pay more and no less into the QSF than the Gross Settlement Amount,
4 aside from employer-side payroll taxes for the wage related portion of the Settlement.

5 19. “Net Settlement Amount” (“NSA”) means the amount remaining after the payment
6 of the Class Counsel Fee and Expense Award, Enhancement Award, and Administration Costs
7 from the Gross Settlement Amount, as approved by the Court.

8 20. “Objection Deadline” means the date forty-five (45) calendar days following the
9 date on which the Settlement Administrator first mails the Class Notices to Class Members.

10 21. “Opt-Out Deadline” means the date forty-five (45) calendar days following the date
11 on which the Settlement Administrator first mails the Class Notice to Class Members.

12 22. “Parties” means Plaintiff ALFONSO DIAZ and Defendant WASTE
13 CONNECTIONS US, INC.; and “Party” means any one of the Parties.

14 23. “Plaintiff” or “Named Plaintiff” means Plaintiff ALFONSO DIAZ.

15 24. “Preliminary Approval” means that the Court has entered an order substantially in
16 the form attached hereto as **Exhibit 2**, preliminarily approving the terms and conditions of this
17 Settlement Agreement, including the manner of providing notice to Class Members.

18 25. “QSF” means the Qualified Settlement Fund established, designated, and
19 maintained by the Settlement Administrator to fund the Settlement Awards, Enhancement Award,
20 Administration Costs, and Class Counsel Fee and Expense Award, and from which the payments
21 shall be paid.

22 26. “Released Parties” means Defendant and each of its affiliates, including but not
23 limited to Waste Connections of California, Inc., and their respective past and present officers,
24 directors, shareholders, exempt employees, agents, principals, heirs, representatives, accountants,
25 auditors, consultants, insurers and reinsurers, and their respective parent corporations, subsidiaries,
26 divisions, affiliates, attorneys, successors and assigns.

27 27. “Request for Exclusion” means the request that Class Members must submit to the
28 Settlement Administrator by the Opt-Out Deadline if they wish to request exclusion from the Class.

1 28. “Settlement” means the terms and conditions set forth in this Joint Stipulation and
2 Settlement Agreement of Class Action Claims.

3 29. “Settlement Administrator” means ILYM Group, Inc. The Settlement Administrator
4 establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and
5 Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is
6 deposited for the purpose of resolving the claims of Class Members. The Settlement Administrator
7 shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant
8 and any person related to Defendant.

9 30. “Settlement Award(s)” means the amount that each Class Member is entitled to
10 receive from the Net Settlement Amount.

11 31. “Settled Claims.” The Settlement includes a release of all Settled Claims by
12 Settlement Class Members from the period of June 1, 2018, through the date of Preliminary
13 Approval, and includes Settlement Class Members employed by Defendant during the Class Period.
14 “Settled Claims” means any and all claims stated in the operative Complaint, or those claims which
15 could have been asserted in the operative Complaint, based upon the facts in the Complaint,
16 including: (a) failure to pay wages or minimum wages (including off-the-clock and rounding), (b)
17 failure to pay overtime wages (including off-the-clock, regular rate, and rounding), (c) failure to
18 provide meal periods or payment in lieu of (including regular rate), (d) failure to provide rest breaks
19 or payment in lieu of (including regular rate), (e) failure to provide sick pay (including regular rate),
20 (f) failure to timely pay wages during employment and upon separation of employment, (g) failure
21 to provide accurate itemized wage statements, (h) failure to maintain accurate records, (i) failure to
22 reimburse business expenses, (j) failure to furnish a place of employment that is safe and healthful,
23 (k) unfair and unlawful competition, (l) all other claims for statutory penalties based on the above,
24 and specifically including claims under Labor Code sections 200-204, 221, 223, 226, 226.3, 226.7,
25 233, 246, 256, 510, 512, 516, 1174, 1174.5, 1182, 1182.11, 1182.12 et seq., 1194, 1194.2, 1197,
26 1198, 2698 et seq., 2802, 6300-6400, and the applicable California wage orders, and Bus. & Prof.
27 Code sections 17200-17208.

28 32. “Settlement Class Members” (or “Settlement Class”) means all Class Members who

1 have not opted-out of the Settlement Class by submitting a timely Request for Exclusion in
2 accordance with the requirements set forth in the Class Notice.

3 33. “Settlement Order and Judgment” means an order and judgment issued by the Court
4 approving the Settlement Agreement, which Settlement Order and Judgment shall constitute a
5 judgment respecting the Parties, within the meaning and for purposes of Code of Civil Procedure
6 sections 577, 904.1(a), and Rules 3.769, 3.770 and 8.104 of the California Rules of Court.

7 34. “Stipulation” or “Settlement Agreement” means this Joint Stipulation and
8 Settlement Agreement of Class Action Claims.

9 35. “Total Work Weeks” means the aggregate Work Weeks worked by all Settlement
10 Class Members. Defendant will calculate or cause the Settlement Administrator to calculate the
11 number of Total Work Weeks for all Class Members, for purposes of Class Notice, by calculating
12 the number of Work Weeks each Class Member worked for Defendant in California in a covered
13 position during the Class Period.

14 36. “Work Weeks” means the number of weeks a Class Member actively worked for
15 Defendant as a non-exempt employee in California in a covered position from June 1, 2018, through
16 the earlier of: (i) the date of Preliminary Approval, or (ii) 90 calendar days from the date this formal
17 Settlement Agreement is executed as reflected or estimated from Defendant’s records and
18 estimates.

19 37. “Workweek Rate” means the NSA divided by the Total Work Weeks (according to
20 company records and estimates) worked by all Settlement Class Members during the Class Period
21 to determine a per workweek payout to all Settlement Class Members who do not opt out as Class
22 Members. Each Settlement Class Member shall be paid an amount equal to the Workweek Rate
23 multiplied by the number of Work Weeks each Settlement Class Member worked during the Class
24 Period, except for those who timely and validly opt out of the Settlement.

25 **Procedural History**

26 38. On June 1, 2022, Plaintiff filed the Action in the Superior Court of the State of
27 California, County of Tehama. In this Action, Plaintiff sought recovery on behalf of himself and
28 all other current or former hourly-paid or non-exempt employees of Defendant in California for

1 alleged violations of the California Labor Code. In the Complaint, Plaintiff alleged eleven causes
2 of action, as follows: (1) Failure to Pay Overtime Wages in Violation of Labor Code sections 510
3 and 1198; (2) Failure to Pay All Wages and Minimum Wages in Violation of Labor Code Sections
4 221, 223, 1182, 1194, 1197, 1198; (3) Failure to Provide Compliant Meal Breaks in Violation of
5 Labor Code Section 226.7, 512; (4) Failure to Provide Compliant Rest Breaks in Violation of Labor
6 Code Section 226.7; (5) Failure to Provide Sick Pay in Violation of Labor Code Section 246; (6)
7 Failure to Timely Pay Wages During Employment in Violation of Labor Code Section 204; (7)
8 Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Labor Code Section
9 226(a) and Failure to Maintain Accurate Records; (8) Waiting Time Penalties Pursuant to Labor
10 Code Sections 201, 203; (9) Failure to Reimburse Business Expenses in Violation of Labor Code
11 Section 2802; (10) Failure to Furnish a Place of Employment that is Safe and Healthful in Violation
12 of Labor Code Sections 6300-6400; and (11) Violations of Business & Professions Code Section
13 17200 et seq.

14 39. On July 28, 2022, Defendant removed the Action to the United States District Court
15 for the Eastern District of California, Sacramento Division, Case No. 2:22-cv-01343-KJM-DB.

16 40. On August 16, 2022, Plaintiff filed a PAGA representative action against Defendant
17 in the Superior Court of the State of California, County of San Bernardino entitled *Diaz v. Waste*
18 *Connections US, Inc.*, Case No. CIVSB2218279 (“PAGA Action”). The PAGA Action alleged one
19 (1) cause of action for Civil Penalties Pursuant to PAGA Labor Code section 2698 et seq.

20 41. The Parties reached this Settlement only after informal discovery, investigation, and
21 arm’s length negotiations with the assistance of a skilled mediator, David Phillips, Esq.
22 Specifically, Class Counsel represents it has conducted a thorough investigation into the facts and
23 law during the prosecution of this Action and the PAGA Action. The Parties further represent that
24 they have had the opportunity to review, analyze and utilize the services of experts of their choosing
25 and records. Counsels for the Parties also represent they have investigated the applicable law as
26 applied to the facts discovered regarding the alleged claims of Plaintiff, potential defenses thereto,
27 and the damages claimed by Plaintiff.

28 42. Since reaching a Settlement via mediation, the Parties have been working to finalize

1 the terms of this Settlement Agreement and corresponding documentation.

2 **Stipulation for Class Certification**

3 43. The Parties stipulate and agree to the conditional certification of the Class for
4 purposes of Settlement only. Should, for whatever reason, the Settlement not become final, the
5 Parties' stipulation to class certification as part of the Settlement shall become null and *void ab*
6 *initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of
7 whether or not certification would be appropriate in a non-settlement context. Defendant expressly
8 reserves its rights and declares that it intends to oppose class certification should this Settlement
9 not become final.

10 **Inadmissibility of Settlement Agreement**

11 44. Whether or not the Settlement is finally approved, neither the Settlement, nor any
12 of its terms, nor any document, statement, proceeding, or conduct related to this Agreement, nor
13 any reports or accounts thereof, shall in any event be:

- 14 a. Construed as, offered, or admitted in evidence as, received as, or deemed to be evidence
15 for any purpose adverse to the Released Parties, including, but not limited to, evidence
16 of a presumption, concession, indication or admission by any of the Released Parties of
17 any liability, fault, wrongdoing, omission, concession, or damage except for purposes
18 of settling this Action or enforcing the Settled Claims contained herein pursuant to the
19 terms of this Settlement Agreement;
- 20 b. Disclosed, referred to or offered or received in evidence against any of the Released
21 Parties in any further proceeding in the Action or any other civil, criminal, or
22 administrative action or proceeding, except for purposes of settling this Action or
23 enforcing the Settled Claims contained herein pursuant to the terms of this Settlement
24 Agreement, whether in this proceeding or in any future proceeding; or
- 25 c. Used in any other way or for any other purpose except for: (i) purposes of settling this
26 action or enforcing the Settled Claims contained herein pursuant to the terms of this
27 Settlement Agreement; or (ii) as evidence of relative value of claims in mediation,
28 preliminary approval and/or final approval when settling matters against parties other

1 than the Released Parties, in which case only public information may be provided.

2 **Investigation of the Claims**

3 45. Plaintiff conducted significant investigation of the facts and law both before and
4 after the Action was filed. Such opportunity to engage in and review informal discovery and
5 investigations has included company information, meetings and conferences, and employee payroll
6 and time records. Counsels for the Parties have further investigated the applicable law as applied
7 to the facts discovered regarding the Plaintiff's claims, the defenses thereto and the damages
8 claimed by Plaintiff.

9 **Benefits of Settlement to Class Members**

10 46. Plaintiff has considered the expense and length of continued proceedings necessary
11 to continue the Action against Defendant through trial and any possible appeals. Plaintiff has also
12 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
13 and delays inherent in such litigation, including those involved in class certification. Plaintiff is
14 also aware of the burdens of proof necessary to establish liability for the claims asserted in the
15 Action, Defendant's defenses thereto, and the difficulties in establishing Plaintiff's damages.
16 Plaintiff has also considered the settlement negotiations conducted by the Parties and the
17 recommendations of the mediator, who is highly experienced in wage and hour and employment
18 litigation. Based on the foregoing, Plaintiff has determined that the Settlement set forth in this
19 Settlement Agreement is fair, adequate, and reasonable, and is in the best interest of the Settlement
20 Class.

21 **Plaintiff's Claims**

22 47. Plaintiff has claimed and continues to claim that the Settled Claims have merit and
23 give rise to Defendant's liability. Should this Settlement not be finally approved by the Court,
24 neither this Settlement Agreement nor any documents referred to herein, nor any action taken to
25 carry out this Settlement is, or may be construed as or may be used as, an admission by or against
26 the Plaintiff as to the merits or lack thereof of the claims asserted by Plaintiff.

27 **Defendant's Denials of Wrongdoing**

28 48. Defendant contends that all of its employees have been compensated in compliance

1 with the law, and that its conduct was not willful with respect to any allegations, including of
2 violation of the California Labor Code or the California Business and Professions Code. Defendant
3 has denied and continues to deny each of the claims and contentions alleged by Plaintiff in the
4 Action. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct
5 alleged in the Action and believes that it has valid defenses to Plaintiff's claims. Neither this
6 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out
7 this Agreement may be construed as, or may be used as an admission, concession, or indication by
8 or against Defendant of any fault, wrongdoing or liability whatsoever, including any concession
9 that certification of a class other than for purposes of this Settlement would be appropriate in this
10 or any other case.

11 **Release of all Settled Claims by all Settlement Class Members**

12 49. Plaintiff and all Settlement Class Members stipulate and agree that, upon the Final
13 Approval Date, they shall be deemed to have, and by operation of the Settlement Order and
14 Judgment shall have, expressly fully, finally, and forever released, settled, compromised,
15 relinquished and discharged any and all Released Parties of and from the Settled Claims during the
16 period of June 1, 2018 through the date of Preliminary Approval, and shall be barred by operation
17 of the judgment from reasserting the Settled Claims in any manner. Even if Plaintiff and/or the
18 Settlement Class Members may hereafter discover facts in addition to or different from those which
19 they now know or believe to be true with respect to the subject matter of the Settled Claims, Plaintiff
20 and each Settlement Class Member, upon the Final Approval Date, shall be deemed to have and by
21 operation of the Final Judgment shall have, fully, finally, and forever settled and released any and
22 all of the Settled Claims.

23 50. The Parties agree for settlement purposes only that, because the Class Members are
24 so numerous, it is impossible or impracticable to have each Class Member execute this Agreement.
25 Accordingly, the Class Notice will advise all Class Members of the binding nature of the release
26 and such notice shall have the same force and effect as if the Agreement were executed by each
27 Settlement Class Member.

28 51. Named Plaintiff and Class Counsel represent, covenant, and warrant that they have

1 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
2 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
3 or rights herein released and discharged, except as set forth herein.

4 **The Settlement Components**

5 52. The Settlement in this Action is for a non-reversionary settlement amount of
6 \$750,000 and shall have four components: (1) the Settlement Awards; (2) the Enhancement Award;
7 (3) the Class Counsel Fee and Expense Award; and (4) the Administration Costs. The Gross
8 Settlement Amount, which shall constitute the total maximum settlement amount Defendant will
9 pay under this Settlement, is Seven Hundred Fifty Thousand Dollars (\$750,000.00) including all
10 components described in this paragraph other than employer-side payroll taxes, and the payment
11 of which the Parties have no objection and shall be payable as follows:

- 12 a. The Settlement Awards. Settlement Class Members shall be entitled to pro-rata payment
13 of the Net Settlement Amount.
- 14 b. Enhancement Award. Plaintiff shall receive an Enhancement Award in the amount of
15 no more than Ten Thousand Dollars (\$10,000.00).
- 16 c. Class Counsel Fee and Expense Award. Attorneys' fees of thirty-five percent (35%) of
17 the Gross Settlement Amount, which is equal to Two Hundred Sixty-Two Thousand
18 Five Hundred Dollars (\$262,500.00); and costs not to exceed Twenty Thousand Dollars
19 (\$20,000.00), to the law firm of Bradley/Grombacher ("Class Counsel"), which shall be
20 the sole payments for attorneys' fees and costs, including any post-settlement efforts
21 and costs, including but not limited to defending against objectors, appeals, collateral
22 attacks, etc., and, otherwise, the Parties and Settlement Class Members and their counsel
23 shall bear their own fees and costs in connection with the litigation.
- 24 d. Administration Costs. The costs needed to pay for the services of the Settlement
25 Administrator as set forth herein are estimated at \$19,550.00.
- 26 e. Reduction by the Court. In the event that the Court reduces the Enhancement Award,
27 the Administration Costs, or Class Counsel Fee and Expense Award, the remainder shall
28 revert to the Net Settlement Amount to be paid as part of the individual Settlement

1 Awards.

2 **Pro-Rata Settlement Award Payments**

3 53. The Net Settlement Amount shall be divided by the Total Work Weeks worked by
4 all Settlement Class Members during the Class Period, to determine the Workweek Rate. Each
5 Settlement Class Member shall be paid an amount equal to their individual Work Weeks worked
6 during the Class Period multiplied by the Workweek Rate. All Class Members except for those
7 who timely and validly opt out of the Settlement shall be bound by the release described more fully
8 herein. Each Class Member will be sent a Notice of Settlement that includes information on how
9 he/she may opt out or object to the Settlement. The Class Notice will provide all information
10 required to satisfy existing standards, will include the scope of release language from the Joint
11 Stipulation and Settlement Agreement of Class Action Claims and will include information
12 describing the facts and methods based on which the Class Member's estimated Settlement Award
13 was calculated. The challenge procedure will be established for the Class Member to dispute
14 information on which his/her Settlement Award amount is based. The Settlement Administrator
15 will determine all such disputes after consulting with the Parties regarding number of Work Weeks
16 or other specific issues raised by Class Members, but subject to Court approval and input.

17 **Cap and Impact on Class Period**

18 54. For purposes of mediation, Defendant estimated there are 95,744 aggregate Work
19 Weeks worked from June 3, 2018 through February 26, 2023. If the aggregate number of Work
20 Weeks worked by Settlement Class Members during the Class Period ultimately increases by more
21 than ten percent (10%) over 95,744 (i.e., more than 105,318 Work Weeks worked), at the sole
22 option of Defendant, either participation in the Class shall cut off so as to not exceed that grace
23 margin, or the Gross Settlement Amount shall increase by 1% for every 1% increase in Work Weeks
24 worked over the grace margin.

25 **Notice/Approval of Settlement and Settlement Implementation**

26 55. As part of this Settlement, the Parties agree to the following procedures for obtaining
27 Preliminary Approval of the Settlement, certifying the Class, and notifying Class Members:

- 28 a. Preliminary Settlement Hearing. Class Counsel shall request a hearing before the Court

1 to seek Preliminary Approval of the Settlement once the Agreement is signed by all
2 Parties. In conjunction with such hearing, Class Counsel shall submit this Settlement
3 Agreement, together with the exhibits attached hereto, and any other documents
4 necessary to implement the Settlement.

5 b. Certification of Class. Simultaneous with the filing of the Settlement Agreement and
6 solely for purposes of this Settlement, Class Counsel shall request the Court to enter a
7 Preliminary Approval order, substantially in the form of **Exhibit 2** attached hereto,
8 preliminarily approving the proposed Settlement, certifying the Class and approving the
9 Class Period for settlement purposes only, and setting a date for the Final Approval
10 Hearing. The Preliminary Approval Order shall provide for notice of the Settlement and
11 related matters to be sent to the Class Members as specified herein.

12 c. Information Regarding Class. Within twenty-one (21) calendar days after entry of the
13 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with
14 the following information with respect to each Class Member: name, most current
15 mailing address indicated in Defendant's records, and the number of Work Weeks the
16 Class Member worked during the Class Period or dates of employment of Class
17 Members in Defendant's records for the Settlement Administrator to determine the total
18 Work Weeks. Defendant will also provide the Settlement Administrator with each Class
19 Member's social security number contained in Defendant's personnel records. The
20 Settlement Administrator (along with any of its agents) shall represent and warrant that
21 it will: (a) provide reasonable and appropriate administrative, physical and technical
22 safeguards for any personally identifiable information ("PII") which it receives from
23 Defendant; (b) not disclose the PII to anyone, including agents or subcontractors,
24 without Defendant's consent; (c) not disclose or otherwise use the PII other than to carry
25 out its duties as set forth herein; (d) promptly provide Defendant with notice if PII is
26 subject to unauthorized access, use, disclosure, modification, or destruction; and (e)
27 return or destroy the PII and cause any distributed information to be returned or
28 destroyed upon termination of its services. Prior to mailing, the Settlement

1 Administrator shall perform a search based on the National Change of Address database
2 to update and correct any known or identifiable address changes.

3 d. Notice to Class Members. Within ten (10) calendar days following receipt of the class
4 list, the Settlement Administrator shall mail the Class Notice to all persons who are
5 shown by Defendant's records to be members of the Class.

6 e. Settlement Administrator. The Settlement Administrator shall be responsible for (i)
7 printing and mailing the Class Notices attached hereto as **Exhibit 1** as directed by the
8 Court; (ii) receiving and reviewing the Request(s) for Exclusion submitted by Class
9 Members to determine eligibility for a Settlement Award of Settlement Class Members;
10 (iii) consulting Defendant concerning the time worked by Class Members, making other
11 calculations of workweeks if requested by Defendant, and amounts of any Settlement
12 Awards to be paid to Settlement Class Members; (iv) keeping track of opt outs; (v)
13 distributing such Settlement Awards, Enhancement Awards, and the Class Counsel Fee
14 and Expense Award, as may be ordered and/or approved by the Court; (vi) reporting all
15 Settlement Awards, Enhancement Awards, and the Class Counsel Fee and Expense
16 Award paid to Class Counsel on IRS forms W-2 and 1099 (as applicable), or other
17 appropriate tax reporting forms, and providing such forms to the respective Settlement
18 Class Members, Named Plaintiff, Class Counsel, and applicable government
19 authorities; (vii) paying any tax imposed on the QSF pursuant to Treasury Regulation §
20 1.468B-2(a) and other applicable provisions of federal, state or local law imposing tax
21 on the QSF; and (viii) furnishing to Defendant all copies of all Forms W-2, 1099, or
22 other tax reporting forms provided to any Settlement Class Members, Named Plaintiff,
23 and Class Counsel to the payee within the time frame required by law, together with
24 such other tasks as the Parties mutually agree or the Court orders the Settlement
25 Administrator to perform. The Parties all represent they do not have any financial
26 interest in the Settlement Administrator or otherwise have a relationship with the
27 Settlement Administrator that could create a conflict of interest.

28 f. Any Notices returned to the Settlement Administrator with a forwarding address shall

1 be re-mailed by the Settlement Administrator within five (5) calendar days following
2 receipt of the returned mail. For any Notices returned to the Settlement Administrator
3 without a forwarding address, the Settlement Administrator shall conduct one address
4 search using a credit database or other appropriate skip-tracing methods and shall
5 promptly re-mail the Notices to the newly-found addresses. In the event that an intended
6 recipient of a Class Notice does not receive the Class Notice, the intended recipient shall
7 nevertheless remain a Settlement Class Member unless he or she timely files a Request
8 for Exclusion as provided in this Settlement Agreement.

9 g. The date of the postmark on the return envelope shall be the exclusive means used to
10 determine whether a Class Member has timely returned his or her Request for Exclusion
11 on or before the Opt-Out Deadline. Except as otherwise provided in this Agreement or
12 agreed to by the Parties, Requests for Exclusion that are not timely mailed or received
13 shall be disregarded.

14 h. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
15 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
16 taxes by transmitting the funds to the Settlement Administrator no later than 14 days
17 after the Effective Date and being provided with the calculations for the amount of
18 Defendant's share of payroll taxes by the Settlement Administrator.

19 **Procedure for Objecting to or Requesting Exclusion from the Settlement or Disputing Work**

20 **Week Information**

21 56. Class Members who wish to object to the class action portion of the Settlement or
22 to be excluded from the Settlement Class shall submit objections and/or request for exclusion from
23 the Settlement Class, using the following procedures:

24 a. Procedure for Objecting. The Class Notice shall provide that only Settlement Class
25 Members may object to the Settlement and that Settlement Class Members who wish to
26 object to the Settlement must send written objections to the Settlement Administrator
27 by mail. In the alternative, Settlement Class Members may appear in Court (or hire an
28 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

1 A Settlement Class Member who elects to send a written objection to the Administrator
2 must do so not later than the Objection Deadline. Class Members who opt out of the
3 Settlement have no right to object to the Settlement.

4 b. Procedure for Requesting Exclusion. The Class Notice shall provide that Class
5 Members who wish to exclude themselves from the Class must submit to the Settlement
6 Administrator a Request for Exclusion requesting exclusion from the Class (also
7 referred to herein as “opt out”) no later than the Opt-Out Deadline. Such written Request
8 for Exclusion must contain the name, address, and telephone number of the person
9 requesting exclusion, must be returned to the Settlement Administrator at a specified
10 address and must be postmarked on or before the Opt-Out Deadline. Any Class Member
11 who properly opts out of the Class using this procedure will not be entitled to any
12 payment from the Settlement and will not be bound by the Settlement or have any right
13 to object, appeal or comment thereon. Class Members who fail to submit a valid and
14 timely Request for Exclusion on or before the Opt-Out Deadline date shall be bound by
15 all terms of the Settlement and any Judgment entered in this Action if the Settlement is
16 approved by the Court, regardless of whether they ineffectively or untimely request
17 exclusion from the Settlement.

18 c. No later than fourteen (14) calendar days after the Opt-Out Deadline, the Settlement
19 Administrator will provide a complete list of all Class Members who have timely
20 requested exclusion from the Class to Class Counsel and Defendant’s counsel.

21 d. Challenges to Calculation of Work Weeks. Each Class Member shall have 45 days after
22 the Settlement Administrator mails the Notice to challenge the number of Work Weeks
23 allocated to the Class Member in the Class Notice. The Class Member may challenge
24 the allocation by communicating with the Settlement Administrator via mail. The
25 Settlement Administrator must encourage the challenging Class Member to submit
26 supporting documentation. In the absence of any contrary documentation, the
27 Settlement Administrator is entitled to presume that the Work Weeks contained in the
28 Class Notice are correct so long as they are consistent with the Class Data. The

1 Settlement Administrator's determination of each Class Member's allocation of Work
2 Weeks shall be final and not appealable or otherwise susceptible to challenge. The
3 Settlement Administrator shall promptly provide copies of all challenges to calculation
4 of Work Weeks to Defense Counsel and Class Counsel, as well as copies of the
5 Settlement Administrator's determination as to each of the challenges.

6 **No Solicitation of Settlement Objections or Exclusions**

7 57. The Parties agree to use their best efforts to carry out the terms of this Settlement.
8 At no time shall any of the Parties or their counsel or agents (or the Settlement Administrator)
9 encourage Class Members to request exclusion or object to this Settlement, or encourage Class
10 Members to appeal from the Court's Final Judgment.

11 **Reasonable Allocation of the Settlement Awards**

12 58. The Settlement Administrator shall calculate the amounts of Settlement Awards in
13 accordance with the methodology set forth in this Settlement Agreement and orders of the Court.
14 The Parties recognize and agree that the claims for compensation and reimbursement in this
15 litigation are difficult to determine with any certainty for any given year, or at all, and are subject
16 to myriad differing calculations and formulas. The Parties agree that the formula for allocating the
17 Settlement Awards provided herein is reasonable and fair to all Class Members and that the
18 payments provided herein are designed to provide a fair settlement to such persons, in light of the
19 uncertainties of the compensation and reimbursement alleged to be owed to the Settlement Class
20 and the calculation of such amounts. The Parties acknowledge and agree that the formula used to
21 calculate Work Week periods and individual Settlement Award Payments does not imply that all
22 of the elements of damages covered by the release are not being taken into account. The formula
23 was devised as a practical and logistical tool to simplify the claims process.

24 **Calculation of Settlement Awards**

25 59. In order to determine the amount of the Settlement Award to which each Settlement
26 Class Member is entitled, the Settlement Administrator shall use the information provided by
27 Defendant. The Settlement Administrator shall first divide the estimated NSA by the Total Work
28 Weeks of all Settlement Class Members to determine the estimated Workweek Rate which, when

1 multiplied by the Work Weeks for a Settlement Class Member, yields the estimated Settlement
2 Award to be provided in the Class Notice for a Settlement Class Member. Following Final
3 Approval, the Settlement Administrator shall divide the NSA by the total Work Weeks of all
4 Settlement Class Members to determine a Workweek Rate which, when multiplied by the Work
5 Weeks for a Settlement Class Member, yields the Settlement Award for each Settlement Class
6 Member. The Settlement Award shall be paid to Settlement Class Members 30 days after the
7 Effective Date.

8 60. The Settlement is non-reversionary. Defendant will pay no less than one hundred
9 percent (100%) of the Gross Settlement Amount into the QSF, and all parties shall pay their own
10 fees and costs unless expressly listed herein. The Net Settlement Amount shall be fully distributed
11 to Settlement Class Members as provided herein.

12 **Taxes**

13 61. The Parties agree that, for purposes of this Settlement, one-third (1/3) of each
14 Settlement Class Member's Settlement Award shall be deemed wages, and payroll deductions will
15 be made from such Settlement Class Member's Settlement Award for state and federal withholding
16 taxes or any other applicable payroll deductions. The Parties further agree that the remaining two-
17 thirds (2/3) of each such Settlement Award represents penalties and interest.

18 62. Each Settlement Class Member will be responsible for paying all applicable state,
19 local and federal income taxes on all amounts the Settlement Class Member receives pursuant to
20 this Settlement Agreement. Each Settlement Class Member shall cooperate with Defendant and
21 provide documentation as requested to demonstrate such payment should any taxing authority
22 challenge the allocation of Settlement Awards. Defendant neither makes nor offers any tax advice
23 regarding this Settlement.

24 63. All reasonable and directed expenses and costs incurred by, or at the direction of,
25 the Settlement Administrator in connection with the operation and implementation of this
26 Settlement Agreement (including, without limitation, expenses of tax attorneys and/or accountants
27 and mailing and distribution costs and expenses relating to filing or failing to file the information
28 and other tax returns described above) shall be treated as, and considered to be, a cost of

1 administration of the Settlement and part of the Administration Costs.

2 **Employer's Share of Statutory FICA, FUTA and California Withholdings**

3 64. The employer's share of statutory payroll withholdings including, but not limited to,
4 FICA, FUTA and California withholdings, are excluded from the Gross Settlement Amount.

5 **Class Counsel Fee and Expense Award**

6 65. Class Counsel intends to request that the Court award attorneys' fees in an amount
7 not to exceed thirty-five percent (35%) of the Gross Settlement Amount, or Two Hundred Sixty-
8 Two Thousand Five Hundred Dollars and Zero Cents (\$262,500.00), plus Class Counsel's actual
9 reasonable litigation costs and expenses not to exceed Twenty Thousand Dollars and Zero Cents
10 (\$20,000.00). The amounts paid in fees shall be for all claims for attorneys' fees past, present and
11 future incurred in the Action, without limitation any fees and costs needed to defend the Settlement
12 in the future, including on appeal. Any reduction in the amount of fees or costs by the Court will
13 not result in a nullification of the Settlement. Defendant will not object to Class Counsel's request
14 set forth in this paragraph.

15 66. The Class Counsel Fee and Expense Award will be paid within thirty (30) calendar
16 days after the Effective Date. Payment of the Class Counsel Fee and Expense Award to Class
17 Counsel shall constitute full satisfaction of any obligation to pay any amounts to any person,
18 attorney or law firm for attorneys' fees, expenses or costs in the Action incurred by any attorney
19 on behalf of Plaintiff or the Settlement Class, and shall relieve Defendant and Defendant's Counsel
20 of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses,
21 and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and/or the Class.

22 **Enhancement Award**

23 67. Class Counsel intends to request that the Court approve an Enhancement Award of
24 Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Alfonso Diaz. The Enhancement
25 Award paid pursuant to this Settlement Agreement shall be reported on an IRS Form 1099 by the
26 Settlement Administrator and provided to Plaintiff and applicable governmental authorities.
27 Plaintiff may not appeal any reduction in the amount of the Enhancement Award by the Court; nor
28 will a reduction by the Court result in a nullification of the Settlement. Defendant will not object

1 to Class Counsel’s request set forth in this paragraph.

2 68. The Enhancement Award shall be paid within 30 days of the Effective Date.

3 69. The Enhancement Award is paid in exchange for a release from Plaintiff against all
4 Released Parties for all claims, demands, rights, liabilities, and causes of action, including without
5 limitation the Settled Claims, whether for economic damages, non-economic damages, punitive
6 damages, restitution, tort, contract, penalties, injunctive or declaratory relief, attorneys’ fees, costs,
7 or other monies or remedies arising out of, relating to, or in connection with any facts, transactions,
8 events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, which are
9 or could be the basis of any claims that Defendant acted in any manner that was unlawful. This
10 release includes all federal and state statutory claims, and federal and state common law claims
11 (including but not limited to those for contract, tort, and equity), including, without limitation, the
12 Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967 (“ADEA”),
13 Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1866, the Civil
14 Rights Act of 1991, 42 U.S.C. §1981, 42 U.S.C. §1983, the Family and Medical Leave Act, the
15 California Family Rights Act, the National Labor Relations Act (except as to any rights Employee
16 may have under Section 7 of the NLRA or similar state law to engage in protected, concerted
17 activity with other employees, including discussing Employee’s compensation or other terms and
18 conditions of employment unless the information was entrusted to the employee in confidence by
19 the Company as part of the employee’s job duties), the Worker Adjustment and Retraining
20 Notification Act, the Employee Retirement Security Income Act of 1974, the California
21 Constitution, the California Fair Employment and Housing Act, the California Unfair Competition
22 Act (California Business and Professions Code §§17200 *et seq.*), the California Labor Code,
23 including section 132a claims, and claims made for additional compensation, the California Civil,
24 Business and Professions, and Government Codes and any amendments to such laws. Plaintiff
25 acknowledges that the release in this Settlement includes his claims under the ADEA as amended
26 by the Older Workers Benefit Protection Act (“OWBPA”). Plaintiff acknowledges that Plaintiff
27 has carefully read and fully understands all of the provisions of this Agreement and knowingly and
28 voluntarily agrees to and intends to be legally bound by all of the terms set forth in this Agreement.

1 Plaintiff was ~~advised~~^{November} and is hereby advised in writing to consider the terms of this Settlement and
2 consult with an attorney of Plaintiff's choice prior to execution of this Agreement, and Plaintiff
3 acknowledges and agrees he has done so to the extent he desires. Plaintiff further acknowledges
4 that Plaintiff understands he has no less than twenty-one (21) days during which to consider the
5 provisions of this Settlement, although Plaintiff may sign and return it sooner. Plaintiff agrees with
6 Defendant that changes, whether material or immaterial, do not toll or restart the running of the
7 consideration period. Plaintiff understands he has a period of seven (7) calendar days after the date
8 he signs this Settlement ("Revocation Period") to revoke this Settlement by delivering a written
9 notification of revocation to Defendant's Counsel, and Plaintiff has been and hereby is advised in
10 writing that this Settlement as it relates to his claims under the ADEA shall not become effective
11 or enforceable until the Revocation Period has expired without a revocation by Plaintiff. Plaintiff
12 understands his rights or claims under the ADEA that may arise after the date this Settlement is
13 signed are not waived. As of Final Approval, Plaintiff hereby expressly waives and relinquishes, to
14 the fullest extent permitted by law, the benefits of section 1542 of the California Civil Code, which
15 states:

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

20 This release, if not revoked by Plaintiff, shall be effective upon the Final Approval date. Plaintiff
21 understands and agrees that Plaintiff waives any right he may have to reinstatement and/or
22 reemployment by Defendant.

23 **Dismissal of PAGA Action**

24 70. Following Preliminary Approval, Plaintiff will dismiss the PAGA Action without
25 prejudice as a condition of this Settlement, specifically noting to the court that the PAGA Action
26 is duplicative of and barred by a prior settled PAGA action.

27 **Questions and Disputes**

28 71. If a Class Member asks Defendant any questions relating to the Settlement, or if a

1 Class Member inquires of Defendant for advice in opting out, Defendant shall instruct the Class
2 Member to contact Class Counsel or the Settlement Administrator for assistance.

3 72. In the event that questions or disputes arise regarding the number of Work Weeks
4 worked by Plaintiff or any Class Member under this Settlement Agreement, Defendant shall
5 provide to Class Counsel and the Settlement Administrator reasonably available information
6 reasonably necessary in order to resolve that issue. Such information shall be provided in either
7 electronic form or hard copy, as the Settlement Administrator may reasonably request. The
8 Settlement Administrator shall be responsible for resolving any such disputes regarding Work
9 Weeks. The Settlement Administrator's determination of eligibility for any Settlement Awards
10 under the terms of this Settlement Agreement shall be conclusive, final and binding on all Parties
11 and all Settlement Class Members.

12 **Defendant's Legal Fees**

13 73. All of Defendant's own legal fees, costs and expenses incurred in the Action shall
14 be borne by Defendant.

15 **Procedure for Payment of Settlement Awards**

16 74. Within thirty (30) days after the Effective Date, the Settlement Awards shall be paid
17 from the QSF as described above and solely for purposes of this Settlement Agreement. All
18 payment shall be distributed in accordance with the following eligibility requirements:

- 19 a. Class Members who submit valid and timely requests for exclusion pursuant to the Class
20 Notice are not entitled to any Settlement Award and will not be bound by this Settlement
21 or any order or judgment entered by the Court approving this Settlement.
- 22 b. Class Members who do not exclude themselves from the Class shall be deemed to be
23 Settlement Class Members, and shall receive a Settlement Award, and will be bound by
24 the Settlement.

25 75. For purposes of this Settlement, a returned Request for Exclusion shall be deemed
26 valid only if the Settlement Class Member has dated and signed the form and it is timely returned
27 with a timely postmark by U.S. Mail. If the Settlement Administrator receives a Request for
28 Exclusion on or before the Opt-Out Deadline but the Request for Exclusion is defective as to this

1 requirement then, within five (5) calendar days of its receipt of the defective Request for Exclusion,
2 the Settlement Administrator shall notify the Settlement Class Member of the defect(s) and advise
3 the Settlement Class Member that the Request for Exclusion is defective and that a corrected
4 Request for Exclusion must be postmarked and mailed to the Settlement Administrator by the Opt-
5 Out Deadline or seven (7) calendar days after the date of mailing the notice of the defect, whichever
6 is later. If the Settlement Class Member's Request for Exclusion remains defective after this
7 opportunity to cure, the Request for Exclusion shall be rejected by the Settlement Administrator.

8 76. The Settlement Administrator shall mail the checks with the Settlement Awards to
9 each Settlement Class Member within thirty (30) days after the Effective Date.

10 77. Any checks paid to Settlement Class Members shall remain valid and negotiable for
11 one hundred eighty (180) calendar days from the date of their issuance and may thereafter
12 automatically be voided if not cashed by the Settlement Class Members within that time. If any
13 Settlement Class Member does not cash his/her settlement check within one hundred eighty (180)
14 calendar days after the Settlement Administrator mails the Settlement Award payment to the
15 Settlement Class Member, the unclaimed funds shall be distributed to the California State
16 Controller's Office's Unclaimed Property Fund in the name of the Settlement Class Member.

17 78. Upon completion of administration of the Settlement, the Settlement Administrator
18 shall provide written certification of such completion to the Court, Class Counsel and Defendant's
19 counsel.

20 79. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff,
21 the Settlement Class, Class Counsel, or the Settlement Administrator based on mailings,
22 distributions, and/or payments made in accordance with this Settlement Agreement.

23 **Administration Costs**

24 80. The Parties agree to cooperate in the Settlement administration process and to make
25 all reasonable efforts to control and minimize the costs and expenses incurred in administration of
26 the Settlement. All Administration Costs payable to the Settlement Administrator shall be paid out
27 of the Gross Settlement Amount.

28 **Withdrawal Provision**

1 81. If more than five percent (5%) of the Class Members timely opt out of the
2 Settlement, Defendant shall have the sole and absolute discretion and right to withdraw from this
3 Agreement within ten (10) days after expiration of the Opt-Out Deadline and written notice from
4 the Settlement Administrator of the final opt out rate. Defendant shall provide written notice of
5 such withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, the
6 withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a
7 condition of Settlement, and the Agreement shall become null and void and have no further force
8 or effect. In the event that Defendant exercises this option, it will be solely responsible for the
9 Settlement Administrator's costs reasonably incurred through the date the withdrawal notice is
10 received by the Settlement Administrator.

11 **Nullification of Settlement Agreement**

12 82. In the event of any of the following: (i) the Court does not enter any order specified
13 herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does
14 not enter the Settlement Order and Judgment as provided herein which becomes final as a result of
15 the occurrence of the Effective Date; or (iv) the Settlement does not become final for any other
16 reason, including the opt-out of five percent (5%) or more of the Class Members and Defendant's
17 rejection of the Settlement on that basis, this Settlement Agreement shall be null and void *ab initio*
18 and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as
19 withdrawn or vacated by stipulation of the Parties. In such case, (i) the Parties shall be returned to
20 their respective statuses as of the date immediately prior to the execution of this Settlement
21 Agreement, and (ii) the Parties shall proceed in all respects as if this Settlement Agreement had not
22 been executed. In the event an appeal is filed from the Settlement Order and Judgment, or any other
23 appellate review is sought prior to the Effective Date, administration of the Settlement shall be
24 stayed pending final resolution of the appeal or other appellate review.

25 **Notification and Certification by Settlement Administrator**

26 83. The Settlement Administrator shall keep the Parties' Counsels apprised of the status
27 of the settlement administration process and its distributions of Settlement Awards.

28 **No Effect on Employee Benefits**

1 84. The Settlement Awards paid to Settlement Class Members and the Enhancement
2 Award paid to Plaintiff shall be deemed not to be “pensionable” earnings and shall not have any
3 effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation,
4 sabbatical, holiday pay, retirement plans, etc.) of Settlement Class Members or Plaintiff. The Parties
5 agree that any Settlement Awards or Enhancement Award paid to Settlement Class Members under
6 the terms of this Settlement Agreement do not represent any modification of Settlement Class
7 Members’ previously credited hours of service or other eligibility criteria under any employee
8 pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by
9 Defendant. Further, any Settlement Awards or Enhancement Award paid hereunder shall not be
10 considered “compensation” in any year for purposes of determining eligibility for, or benefit
11 accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan
12 or program sponsored by Defendant.

13 **Privacy of Documents and Information**

14 85. Plaintiff and Class Counsel agree that none of the documents and information
15 provided to them by Defendant shall be used for any purpose other than prosecution of this Action.

16 **Publicity**

17 86. From and after the execution of this Settlement Agreement, the Plaintiff and Class
18 Counsel agree not to publicize this Settlement in any way and, except as required by law, agree to
19 limit statements regarding the Action and the Settlement to responding to questions and describing
20 and explaining the terms of this Settlement Agreement to Class Members. The Plaintiff and Class
21 Counsel shall not hold any press conference or speak to the media regarding the Action or
22 Settlement, and shall not include information regarding the Settlement in any presentations to
23 prospective clients, or the public, or in any advertisement in any form or media. The Parties will
24 agree to make no comments to the media or otherwise publicize the terms of the settlement on any
25 social media or websites. This shall not restrict Class Counsel from responding to inquiries posed
26 by Class Members relating to this Settlement.

27 **Remand to State Court**

28 87. The Parties will work together expeditiously to file a joint stipulation to remand the

1 Action back to Tehama County Superior Court of California for the purpose of securing the court's
2 approval of this Settlement and obtain preliminary and final approval of this Settlement. Class
3 certification shall be for settlement purposes only.

4 **Exhibits and Hearings**

5 88. The terms of this Settlement Agreement include the terms set forth herein and
6 attached Exhibits, which are incorporated by reference as though fully set forth herein. Any exhibits
7 to this Settlement Agreement are an integral part of the Settlement. The descriptive headings of any
8 paragraphs or sections of this Settlement Agreement are inserted for convenience of reference only
9 and do not constitute a part of this Settlement.

10 **Interim Stay of Proceedings**

11 89. The Parties agree to hold in abeyance all proceedings in this Action, except such
12 proceedings necessary to implement and complete the Settlement, pending the Final Approval
13 Hearing to be conducted by the Court.

14 **Injunction Against Duplicative Claims**

15 90. Upon Preliminary Approval of the Settlement, all Class Members who do not opt
16 out of the Settlement shall be enjoined from filing, joining, or becoming a party, member or
17 representative in any actions, claims, complaints, or proceedings in any state or federal court on an
18 individual, representative, collective or class action basis, or with the California Department of
19 Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States
20 Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the
21 Settled Claims defined herein. Any related pending actions, claims, complaints, or proceedings in
22 any state or federal court or with the DLSE or DOL, shall be stayed until the Class Members have
23 had an opportunity to decide to participate, object or file a request for exclusion from this
24 Settlement.

25 **Amendment or Modification**

26 91. This Settlement Agreement may be amended or modified only by a written
27 instrument signed by counsel for all Parties or their successors-in-interest.

28 **Entire Agreement**

1 92. This Settlement Agreement and the attached exhibits constitute the entire agreement
2 among the Parties, and no oral or written representations, warranties or inducements have been
3 made to any Party concerning this Settlement Agreement or its exhibits other than the
4 representations, warranties and covenants contained and memorialized in such documents. All prior
5 or contemporaneous negotiations, agreements, understandings, and representations, whether
6 written or oral, are expressly superseded hereby and are of no further force and effect. Each of the
7 Parties acknowledge that it has not relied on any promise, representation or warranty, express or
8 implied, not contained in this Settlement Agreement.

9 **Authorization to Enter Into Settlement Agreement**

10 93. Counsel for all Parties warrant and represent that they are expressly authorized by
11 the Parties whom they represent to enter into this Settlement Agreement and to take all appropriate
12 action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to
13 effectuate its terms, and to execute any other documents required to effectuate the terms of this
14 Settlement Agreement. The Parties and their counsel agree to cooperate with each other and to use
15 their best efforts to effect the implementation of the Settlement. In the event the Parties are unable
16 to reach agreement on the form or content of any document needed to implement the Settlement,
17 or on any supplemental provisions or actions that may become necessary to effectuate the terms of
18 this Settlement, the Parties shall seek the assistance of the Court or the Mediator to resolve such
19 disagreement.

20 **Binding on Successors and Assigns**

21 94. This Settlement Agreement shall be binding upon, and inure to the benefit of, the
22 heirs, beneficiaries, successors or assigns of the Parties hereto, as previously defined.

23 **California Law Governs**

24 95. All terms of this Settlement Agreement and the exhibits hereto shall be governed by
25 and interpreted according to the laws of the State of California, regardless of its conflict of laws.

26 **Counterparts**

27 96. This Settlement Agreement may be executed in one or more counterparts. All
28 executed counterparts and each of them shall be deemed to be one and the same instrument,

1 provided that counsel for the Parties to this Settlement Agreement shall exchange among
2 themselves original signed counterparts.

3 **Cooperation and Drafting**

4 97. Each of the Parties has cooperated in the drafting and preparation of this Settlement
5 Agreement; hence the drafting of this Settlement Agreement shall not be construed against any of
6 the Parties.

7 **Appeal and Opt Out and Objection**

8 98. Plaintiff waives any right to appeal the Settlement and will not opt-out of the
9 Settlement or object to the Settlement and will be considered a Settlement Class Member.

10 **Jurisdiction of the Court**

11 99. Any dispute regarding the interpretation or validity of or otherwise arising out of
12 this Settlement Agreement, or relating to the Action or the Settled Claims, shall be subject to the
13 exclusive jurisdiction of the California state courts in and for the County of Tehama, and the
14 Plaintiff, Settlement Class Members, and Defendant agree to submit to the personal and exclusive
15 jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation,
16 implementation and enforcement of the terms of this Settlement Agreement and all orders and
17 judgments entered in connection therewith, and the Parties and their counsel submit to the
18 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
19 embodied in this Settlement Agreement and all orders and judgments entered in connection
20 therewith. In any action to enforce the terms of this Settlement Agreement, the prevailing party to
21 any such action shall be entitled to recover reasonable attorneys' fees and costs incurred.

22 **Invalidity of Any Provision**

23 100. The Parties request that before declaring any provision of this Settlement Agreement
24 invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible
25 consistent with applicable precedents. The Court may allocate less to the Named Plaintiff, Class
26 Counsel, and/or Settlement Administrator than indicated in this Settlement Agreement without
27 impacting the validity and enforceability of the Agreement. Except for the provisions set forth in
28 the preceding sentence, in the event that any of the material terms or conditions of this Agreement

1 are not fully and completely approved by the Court and satisfied, this Agreement shall terminate at
2 the option of either Party, or both, and all terms of the Agreement, including any payments by
3 Defendant, shall be null and void. Any sums not awarded for the Class Counsel Fee and Expense
4 Award, Enhancement Award, and Settlement Administration Costs, as well as amounts attributed
5 to Class Members who opt-out, shall be added to the NSA at the time of distribution. Without
6 limiting the generality of the foregoing, if this Agreement is terminated for failure to satisfy any of
7 the terms or conditions of this Agreement, nothing in this Agreement shall be used, construed or
8 admissible as evidence by or against any Party as a determination, admission, or concession of any
9 issue of law or fact in this litigation, or in any other proceeding for any purpose; and the Parties do
10 not waive, and instead expressly reserve, their respective rights to prosecute and defend this
11 litigation as if this Agreement never existed.

12 **Plaintiff's Waiver of Rights to be Excluded and Object**

13 101. By signing this Settlement Agreement, Plaintiff agrees to be bound by the terms
14 herein and further agrees not to request to be excluded from the Settlement Class and he further
15 represents and warrants that he has no objection to any of the terms of this Settlement Agreement.
16 Any such request for exclusion shall therefore be void and of no force or effect.

17 Dated: 10-24, 2023



Plaintiff Alfonso Diaz

18
19 Dated: _____ 2023

WASTE CONNECTIONS US, INC.

BY: Patrick J. Shea
ITS: Executive Vice President, General
Counsel and Secretary

21
22
23 AGREED AS TO FORM:
24 Dated: November 21, 2023

Marcus Bradley
BRADLEY/GROMBACHER, LLP
Attorneys for Plaintiff Alfonso Diaz

1 are not fully and completely approved by the Court and satisfied, this Agreement shall terminate at
2 the option of either Party, or both, and all terms of the Agreement, including any payments by
3 Defendant, shall be null and void. Any sums not awarded for the Class Counsel Fee and Expense
4 Award, Enhancement Award, and Settlement Administration Costs, as well as amounts attributed
5 to Class Members who opt-out, shall be added to the NSA at the time of distribution. Without
6 limiting the generality of the foregoing, if this Agreement is terminated for failure to satisfy any of
7 the terms or conditions of this Agreement, nothing in this Agreement shall be used, construed or
8 admissible as evidence by or against any Party as a determination, admission, or concession of any
9 issue of law or fact in this litigation, or in any other proceeding for any purpose; and the Parties do
10 not waive, and instead expressly reserve, their respective rights to prosecute and defend this
11 litigation as if this Agreement never existed.

12 **Plaintiff's Waiver of Rights to be Excluded and Object**

13 101. By signing this Settlement Agreement, Plaintiff agrees to be bound by the terms
14 herein and further agrees not to request to be excluded from the Settlement Class and he further
15 represents and warrants that he has no objection to any of the terms of this Settlement Agreement.
16 Any such request for exclusion shall therefore be void and of no force or effect.

17 Dated: _____, 2023

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19 Dated: 10/18 2023

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23 AGREED AS TO FORM:

24 Dated: _____ 2023

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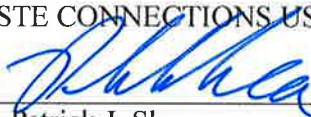
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Plaintiff Alfonso Diaz

WASTE CONNECTIONS US, INC.



BY: Patrick J. Shea
ITS: Executive Vice President, General
Counsel and Secretary

Marcus Bradley
BRADLEY/GROMBACHER, LLP
Attorneys for Plaintiff Alfonso Diaz

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Dated: November 21, 2023



Gregory G. Iskander
Daniel XuLi
LITTLER MENDELSON, P.C.
ATTORNEYS FOR DEFENDANT WASTE
CONNECTIONS US, INC.