

Alfonso Diaz v. Waste Connections US, Inc.
Tehama Superior Court, Case No. 22CI000123

*A court authorized this notice. This is not a solicitation. This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES A CLASS SETTLEMENT AND YOU FOLLOW CERTAIN PROCEDURES EXPLAINED BELOW IF YOU ARE OR WERE EMPLOYED BY WASTE CONNECTIONS US, INC. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME FROM JUNE 18, 2018, THROUGH **SEPTEMBER 1, 2023.**

NOTICE OF PENDENCY OF CLASS ACTION PROPOSED SETTLEMENT, YOUR RIGHTS, AND OPTIONS FOR YOU TO CONSIDER

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you are a member of the Class, you will automatically receive a payment if you do not exclude yourself and the Court approves the Settlement. Your estimated Settlement Award is: \$<<ClassAmt>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself from the Settlement, you must send a Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will retain any claims against Defendant that you may have. Instructions are set forth below.
Object	Write to the Court about why you do not like the Settlement. If you object, you will still receive a share of the settlement proceeds if the Court approves the Settlement. Instructions are set forth below.

I. What is the purpose of this Notice?

The purpose of this Notice is to let you know that there is a class action lawsuit pending in the Superior Court for the County of Tehama and you may be a member of the Class and may be entitled to a payment as part of the settlement of the lawsuit ("Settlement"). The lawsuit entitled *Alfonso Diaz v. Waste Connections US, Inc.*, Case No. 22CI000123 (the "Action") was filed against Waste Connections US, Inc. ("Defendant") and alleged that Defendant violated the California Labor Code with respect to non-exempt employees working in California. The Action seeks compensation for alleged unpaid wages and associated penalties available under the California Labor Code.

Alfonso Diaz ("Plaintiff") and Defendant (together, "the Parties" to the lawsuit) participated in a mediation before a private mediator on June 14, 2023, after which the Parties agreed to settle the matter. On **January 17, 2024**, in Department **5** of the Tehama Superior Court, the Court held a hearing in which it approved the Parties' motion for a court order that:

- 1.) conditionally certifies the Class (described below) for settlement purposes only;
- 2.) grants preliminary Court approval of the proposed Settlement;
- 3.) grants Court approval of this Notice, which includes setting a schedule and procedure for filing requests for exclusion; and,
- 4.) schedules a Final Approval Hearing for final Court approval of the Settlement for **May 14, 2024, 8:30 a.m.** in Department **5** of the Tehama Superior Court, located at 1740 Walnut St, Red Bluff, CA 96080. The hearing may be continued (moved to another date) without further notice to the Settlement Class (as described below). It is not necessary for you to appear at the Final Approval Hearing, but you may appear if you wish.

II. Why does Plaintiff seek settlement approval?

Plaintiff seeks approval of the Settlement because he reached a proposed class settlement with Defendant that he believes to be fair, reasonable, adequate, and in the best interests of the members of the Class and all parties.

III. What is Defendant's position on Settlement?

Defendant denies that any of its practices at issue in this Action were or are unlawful. Defendant views this settlement as a compromise. It is not admitting to the allegations in the case. Defendant reserves the right to object to all claims if the Settlement fails for any reason.

IV. Why did I get this Notice?

You received this Notice because Defendant's records identify you as a member of the Class. "Class Members" are defined as:

"All current and former nonexempt (non-administrative) employees employed by Defendant or its subsidiary or affiliate companies in California from June 18, 2018, through September 1, 2023."

The "Settlement Class"/ "Settlement Class Members" includes all Class Members who have not opted out of the Settlement. The "Class Period" is June 18, 2018, through September 1, 2023.

V. Who are the attorneys representing the Parties?

Class Counsel

Marcus Bradley
BRADLEY/GROMBACHER LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Phone: (805) 270-7100

Counsel for Defendant

Gregory Iskander
Daniel XuLi
LITTLER MENDELSON, P.C.
1255 Treat Boulevard, Suite 600
Walnut Creek, CA 94597

VI. What is the proposed Settlement?

Under the Joint Stipulation and Settlement Agreement of Class Action Claims between Plaintiff and Defendant ("Settlement Agreement"), Defendant agrees to pay \$750,000 to settle the claims as described below. This amount includes the following allocations: (i) settlement payments to members of the Settlement Class, (ii) an Enhancement Award to the Plaintiff of up to \$10,000, (iii) Class Counsel's attorney's fees of up to \$262,500 and litigation costs not to exceed \$20,000, and (iv) all costs incurred by the Settlement Administrator estimated to be \$25,950.00. All these amounts are subject to Court approval. If the Court approves all amounts requested, the remaining sum will be \$431,550.00 (the "Net Settlement Amount"). The Net Settlement Amount will be distributed to all Class Members who do not request to be excluded. Class Members will be required to keep the Settlement Administrator (described below) updated of any changes in address until receipt of their settlement payment.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Settlement Agreement, a copy of which is filed with the Court.

Settlement Awards. Defendant agreed to pay each Settlement Class Member, which includes anyone who does not validly request exclusion from the Settlement through the Settlement Administrator in accordance with the terms of the Settlement Agreement, after final approval of the class action settlement. The Settlement Payment shall be paid 30 days after the Effective Date.

The Net Settlement Amount will be distributed among Settlement Class Members in the Class based on a proportional basis based upon each Settlement Class Member's number of Work Weeks as a percentage of the Total Work Weeks for all members of the Settlement Class. The Net Settlement Amount shall be divided by the Total Work Weeks by all Settlement Class Members to derive the "Workweek Rate". Each Settlement Class Member shall be paid an amount equal to their individual Work Weeks worked during the Class Period multiplied by the Workweek Rate.

The Amount of Your Settlement Award. It is presently estimated you will receive approximately \$<<ClassAmt>> based on qualifying <<WEEKS>> weeks you worked for Defendant in California during the relevant Class Period (June 18, 2018, through September 1, 2023). This number of weeks is based upon the records of Defendant and may change.

If you believe the number of Work Weeks used to calculate your award is incorrect, you may send a written dispute to the Settlement Administrator at **P.O. Box 2031, Tustin, CA 92781**. The written dispute must include (i) your name, address, and phone number, (ii) an explanation of why the Work Weeks listed are incorrect, including the dates you worked for Defendant, and (iii) documentation establishing your dates of employment and supporting your dispute. In order to be considered, you must mail any such written dispute on or before **April 18, 2024**. The Settlement Administrator will review any timely dispute submitted and make a final decision based upon the records of Defendant and any documentation you provide to support your dispute. The actual amount of your award may vary depending upon the number of Class Members who participate in the Settlement and the resolution of any disputes.

VII. What are my rights with regard to this matter?

You have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One. Participate as a Class Member.

To get money from the Settlement, you do not need to do anything. If you are a Class Member and you do not exclude yourself from the Class, you will automatically receive a Settlement Award and will be bound by the Settlement. The judgment will bind all members of the Settlement Class who do not request exclusion. By participating in the Settlement, you will receive payment and will release Defendant and other “Released Parties” for any and all claims alleged in the Action, or which could have been alleged based upon the allegations in the Action that occurred during the Class Period.

Class Counsel, who has been preliminarily appointed and approved by the Court for settlement purposes only, will represent you at no additional cost to you. You may also consult with your own attorney at your own expense.

If the Court gives final approval to the Settlement, the Settlement Administrator will send you a check at a later date to the address it has on file for you. It is important that you keep the Settlement Administrator informed of any changes in address until receipt of your settlement payment.

B. Option Two. You Can Exclude Yourself (“Opt-Out”) from the Settlement.

If you do not wish to participate in or be bound by the Settlement, you must mail to the Settlement Administrator, **April 18, 2024**, at the address provided below, a written Request for Exclusion from the Class Action Settlement, **post-marked on or before April 18, 2024**. Requests for Exclusion must state, in effect, that you do not wish to participate in the Settlement in *Alfonso Diaz v. Waste Connections Us, Inc.* and include the Case No. 22CI000123. In addition, any request **must** include your first and last name, signature, address, phone number, and last four digits of social security number for verification purposes.

If you request exclusion, you will not receive any money from the Settlement, nor will you be considered to have released your claims alleged in the class action. If you request exclusion from the class action settlement, you may not obtain any recovery under this class action settlement. You may, however, pursue other remedies separately and apart from the class action settlement that may be available to you.

C. Option Three. You May Object to the Settlement.

If you are a Class Member, and you do not exclude yourself from the Settlement Class (opt out), you may object to the Settlement before final approval of the Settlement by the Court. If you choose to object to the Settlement, you may enter an appearance by representing yourself, or through an attorney that you hire and pay for yourself.

To object to the Settlement, or any portion of it, you must mail any such written objection, postmarked on or before **April 18, 2024**. Objections must be timely and sent to the Settlement Administrator for consideration by the Court. In the alternative, you may appear at the Final Approval Hearing and make your objection to the Court in person.

VIII. What rights am I releasing?

A. Released Rights and Claims.

With this Settlement all participating class members will settle and fully release and discharge any and all Released Parties for any and all Settled Claims during the period of June 18, 2018, through **September 1, 2023**.

“Settled Claims” means any and all claims stated in the operative Complaint, or those claims which could have been asserted in the operative Complaint, based upon the facts in the Complaint, including: (a) failure to pay wages or minimum wages (including off-the-clock and rounding), (b) failure to pay overtime wages (including off-the-clock, regular rate, and rounding), (c) failure to provide meal periods or payment in lieu of (including regular rate), (d) failure to provide rest breaks or payment in lieu of (including regular rate), (e) failure to provide sick pay (including regular

rate), (f) failure to timely pay wages during employment and upon separation of employment, (g) failure to provide accurate itemized wage statements, (h) failure to maintain accurate records, (i) failure to reimburse business expenses, (j) failure to furnish a place of employment that is safe and healthful, (k) unfair and unlawful competition, (l) all other claims for statutory penalties based on the above, and specifically including claims under Labor Code sections 200-204, 221, 223, 226, 226.3, 226.7, 233, 246, 256, 510, 512, 516, 1174, 1174.5, 1182, 1182.11, 1182.12 et seq., 1194, 1194.2, 1197, 1198, 2698 et seq., 2802, 6300-6400, and the applicable California wage orders, and Bus. & Prof. Code sections 17200-17208.

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

The Settled Claims also include all claims Plaintiff and members of the Settlement Class may have against the Released Parties relating to (i) the payment and allocation of attorneys’ fees and costs to Class Counsel and (ii) the payment of the Class Representative Enhancement payment. It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Settlement Class Members who have not expressly opted out of the Settlement. Notwithstanding the foregoing, the release (with the exception of Named Plaintiff) expressly excludes all other claims, including claims for wrongful termination, unemployment insurance, disability, and workers’ compensation, and claims outside of the Class Period.

If you were employed by Defendant in California during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described claims and be bound by the Settlement by operation of the judgment in this case. If the Settlement is approved by the Court and becomes final, the Settlement will be consummated. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

B. Payment to Settlement Class Members.

Neither Defendant nor any Released Party offers tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your settlement payment.

Your distribution from the Settlement will be paid by no later than 30 days after final court approval of this Settlement, and all rights to appeals or further appeals are exhausted.

IX. Whom can I contact if I have further questions?

The Settlement Administrator for this class action settlement is as follows:

Diaz v. Waste Connections US, Inc.
c/o ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6810
Email: claims@ILYMgroupclassaction.com
Website: www.WasteConnectionsClassActionSettlement.com

If you have questions, you may call the Settlement Administrator toll free at (888) 250-6810. Ask about the *Alfonso Diaz v. Waste Connections US, Inc.* class settlement. You may also contact Class Counsel listed in Section V above.

PLEASE DO NOT CALL THE COURT OR COUNSEL FOR DEFENDANT.

IMPORTANT:

- You must keep the Settlement Administrator informed of any change of address to ensure receipt of your settlement payment.
- Settlement Payment checks will be null and void 180 days after issuance if not deposited or cashed. Monies represented by checks that remain uncashed 180 days after the date of issuance will be forwarded to the California State Controller’s Office’s Unclaimed Property Fund in the name of the Settlement Class Member for further handling. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. Failure to do so within 180 days of mailing shall result in the checks becoming void. In such case, you would have waived any right or claim to a settlement payment.