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16 Attorneys for Plaintiff ALFONSO DIAZ, individually
17 and on behalf of other individuals similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF TEHAMA**

17 ALFONSO DIAZ, on behalf of himself and all
18 others similarly situated,

19 *Plaintiff,*

20 vs.

21 WASTE CONNECTIONS US, INC., a Delaware
22 corporation, and DOES 1 to 10, inclusive,

23 *Defendant.*

Case No.: 22CI000123

[Assigned to: Hon. Matthew C. McGlynn, Dept.
5]

CLASS ACTION

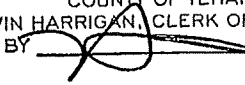
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 17, 2024
Time: 8:30 a.m.
Courtroom: Dept. 5
Judge: Hon. Matthew C. McGlynn

Action Filed: June 1, 2022
Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA

JAN 17 2024

COUNTY OF TEHAMA
KEVIN HARRIGAN, CLERK OF THE COURT
BY  DEPUTY

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 1. This matter came on for hearing on January 17, 2024, upon the Motion for Preliminary
3 Approval of the proposed settlement of this action on the terms set forth in the JOINT STIPULATION
4 AND SETTLEMENT AGREEMENT OF CLASS ACTION CLAIMS (the "Settlement Agreement")
5 see Declaration of Marcus J. Bradley in Support of Plaintiff's Motion for Preliminary Approval of
6 Class Action Settlement ["Bradley Decl.," at Exh. 1).

7 2. After reviewing the Settlement Agreement, the Class Notice process, having reviewed
8 the entire record on this action, having heard the argument of Counsel for respective Parties, and good
9 cause appearing, the Court orders as follows:

10 3. As defined in the Settlement Agreement and incorporated herein by reference, the
11 terms in this Order shall have the meanings set forth therein.

12 4. The Court preliminarily finds that the terms of the proposed class action Settlement
13 are fair, reasonable, and adequate per California Code of Civil Procedure § 382 for purposes of
14 settlement only. In granting preliminary approval of the class action Settlement, the Court has
15 considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved
16 in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135
17 Cal. App. 4th 706 (2006).

18 5. The Court finds that the Settlement was reached as a result of intensive, serious, and
19 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
20 thorough investigation and research, and the attorneys for the Parties were able to reasonably evaluate
21 their respective positions. The Court also finds that settlement at this time will avoid additional
22 substantial costs as well as avoid the delay and risks that would be presented by the further prosecution
23 of the action. The Court finds that the risks of further prosecution are substantial.

24 6. The Parties' Settlement is granted preliminary approval as it meets the criteria for
25 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
26 to be presumptively valid, subject only to any objections that may be raised at the final fairness
27 hearing. The Class meets the requirements for conditional certification for settlement purposes only
28

1 under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of
2 the proposed Class of the terms of the proposed Settlement.

3 7. The Parties' proposed notice plan is constitutionally sound because individual notices
4 will be mailed to all Class Members whose identities are known to the Parties, and such Notice is the
5 best notice practicable. The Parties' proposed Class Notice, attached to the Settlement as Exhibit A,
6 is sufficient to inform Class Members of the terms of the Settlement, their rights under the Settlement,
7 their rights to object to the Settlement, their right to receive a payment under the Settlement or elect
8 not to participate in the Settlement, and the processes for doing so, and the date and location of the
9 final approval hearing and are therefore approved.

10 8. The following persons are certified as Class Members solely for the purpose of
11 entering a settlement in this matter:

12 "[A]ll current and former nonexempt (non-administrative) employees employed
13 by Defendant or its subsidiary or affiliate companies in California during the
14 Class Period. (Settlement Agreement ("SA"), ¶ 6.)

15 9. Plaintiff Alfonso Diaz is appointed as the Class Representative. The Court finds
16 Plaintiff's Counsel is adequate, as they are experienced in wage and hour class action litigation and
17 have no conflicts of interest with absent Class Members, and that they adequately represented the
18 interests of absent Class Members in the litigation. Bradley/Grombacher, LLP, is appointed Class
19 Counsel.

20 10. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator,
21 pursuant to the terms set forth in the Settlement Agreement.

22 11. Defendant is directed to provide the Settlement Administrator with the names and
23 most recent known mailing addresses of Class Members and any other information required in
24 accordance with the Settlement Agreement.

25 12. The Settlement Administrator is directed to mail the approved Class Notice by first-
26 class mail to the Class Members in accordance with the Settlement Agreement. Before mailing, the
27 Settlement Administrator or Class Counsel shall include the appropriate dates in the Class Notice and
28 insert the correct time and place for the Final Approval Hearing.

1 13. Class Members will be bound by the Settlement Agreement unless they submit a
2 timely and valid written request to be excluded from the Settlement, postmarked by the response
3 deadline. Any Request for Exclusion shall be submitted to the Settlement Administrator rather than
4 filed with the Court. Class Members are not required to send copies of their Request for Exclusion to
5 counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration
6 authenticating a copy of every Request for Exclusion received by the Settlement Administrator.

7 14. To be considered, Class Members must timely file and serve their written objections
8 in accordance with the Settlement Agreement.

9 15. Upon completion of the Class Notice process, the Settlement Administrator shall
10 provide a report of the results of that process to Counsel for all Parties.

11 16. A final approval hearing will be held on May 14, 2024, at
12 8:30, in Department 5, to determine whether the Settlement should be granted final approval
13 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
14 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support
15 or oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class
16 Notice and this Order. The final approval hearing may be conducted telephonically.

17 17. As set forth in the Notice, any Class Member may appear at the final approval hearing
18 in person (which "in person" appearance may be telephonic, as noted above) or by his or her own
19 attorney and show cause why the Court should not approve the settlement.

20 18. The Court reserves the right to continue the date of the final approval hearing without
21 further notice to Class Members.

22 19. The Court retains jurisdiction to consider all further applications arising out of or in
23 connection with the Settlement.

24 20. In the event that the Settlement does not become effective in accordance with the
25 terms of the Settlement Agreement, then this Preliminary Approval Order shall be rendered null and
26 void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated,
27 and, in such event, all orders entered and releases delivered in connection herewith shall be null and
28

1 void to the extent provided by and in accordance with the Settlement Agreement, and each party shall
2 retain his or its rights to proceed with litigation of the action.

3 **IT IS SO ORDERED.**

4
5 DATED: 1/17/24

6 *Matthew C. McGlynn*
7 Judge Hon. Matthew C. McGlynn,
8 Tehama County Superior Court Judge
9 *awirred*

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PROOF OF SERVICE

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On December 15, 2023, I served the foregoing documents described

- 1) PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES
- 2) DECLARATION OF MARCUS J. BRADLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
- 3) DECLARATION OF ALFONSO DIAZ IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
- 4) DECLARATION OF LISA MULLINS (ADMIN) OF ILYM GROUP, INC.
- 5) PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

(VIA US MAIL) I caused such envelope(s) to be deposited in the mail at Westlake Village, California with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day

(BY ELECTRONIC MAIL) On the above date, I served the aforementioned document(s) by electronic mail to the parties' email addresses as they are known to me on the attached Service List. My email address is sboucher@bradleygrombacher.com. I did not receive, under a reasonable period of time, any indication that the email did not go through.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed December 15, 2023, at Westlake Village, California.



Suzette Boucher

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

Service List

Gregory G. Iskander, Esq. Daniel Xuli, Esq. LITTLER MENDELSON P.C. Treat Towers 1255 Treat Boulevard, Suite 600 Walnut Creek, California 94597 Telephone: 925.932.2468 Fax No.: 925.946.9809 giskander@littler.com DXuli@littler.com	Attorneys for Defendant WASTE CONNECTIONS US, INC.
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