

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 05/30/2023 Chad Finke, Executive Officer / Clerk of the Court
PLAINTIFF/PETITIONER: Robert Dell	By: <u><i>Nicole Hall</i></u> Deputy N. Hall
DEFENDANT/RESPONDENT: US Ecology Illinois, Inc et al	
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: RG21114398

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

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Dated: 05/30/2023

Chad Finke, Executive Officer / Clerk of the Court

By:

*Nicole Hall*

N. Hall, Deputy Clerk

**CERTIFICATE OF MAILING**

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5

**FILED**  
**ALAMEDA COUNTY**

MAY 26 2023

CLERK OF THE SUPERIOR COURT

By *[Signature]*

6 Attorneys for Plaintiff and the Proposed Class

7  
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ALAMEDA**

10 ROBERT DELL, an individual, on behalf of  
11 himself and others similarly situated,

12 **PLAINTIFF,**

13 v.

14 NRC ENVIRONMENTAL SERVICES INC.;  
and DOES 1 thru 50, inclusive,

15 **DEFENDANTS.**

CASE NO. RG21114398

[Case Assigned for All Purposes to Hon.  
Evelio Grillo, in Dept. 21]

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

Date: March 1, 2023

Time: 10:00 a.m.

Dept.: 21

**Reservation ID: 932497687913**

Trial Date: None Set

Complaint Filed: September 30, 2021

1 The Motion for Preliminary Approval of the Class Action and PAGA Settlement  
2 Agreement and Class Notice ("Agreement"), a copy of which is attached as to the Declaration of  
3 Kelsey M. Szamet as Exhibit "1", came before this Court on March 1, 2023. The Court, having  
4 considered the papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**  
5 **FOLLOWING:**

6 1. The Court grants preliminary approval of the Agreement and the Class based upon  
7 the terms set forth in the Agreement filed herewith. The Settlement is fair, adequate, and  
8 reasonable to the Class. The Court finds that: (a) the Agreement resulted from extensive arm's  
9 length negotiations; and (b) the Agreement is sufficient to warrant notice of the Settlement to  
10 persons in the Class and a full hearing on the final approval of the Settlement.

11 2. "Class" means all of Defendant's current and former non-exempt employees in the  
12 state of California from September 30, 2017 through September 24, 2022.

13 3. The "Class Settlement Period" means the period from September 30, 2017 to  
14 September 24, 2022.

15 4. "Aggrieved Employee" or "PAGA Member" means all of Defendant's current and  
16 former non-exempt employees in the State of California from September 30, 2020 through  
17 September 24, 2022.

18 5. The "PAGA Settlement Period" means the period from September 30, 2020  
19 through September 24, 2022.

20 6. The Settlement falls within the range of reasonableness and appears to be  
21 presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
22 and final approval by this Court.

23 7. The Court makes the following preliminary findings for settlement purposes  
24 only:

- 25 A. The Class, which consists of approximately 179 persons, is so numerous  
26 that joinder of all members is impracticable;
- 27 B. There appear to be questions of law or fact common to the Class for  
28 purposes of determining whether this Settlement should be approved;
- C. Plaintiff's claims appear to be typical of the claims being resolved through  
the proposed settlement;

- 1 D. Plaintiff appears to be capable of fairly and adequately protecting the  
2 interests of the Class Members in connection with the proposed settlement;
- 3 E. Common questions of law and fact appear to predominate over questions  
4 affecting only individual persons in the Class. Accordingly, the Class  
5 appears to be sufficiently cohesive to warrant settlement by representation;  
6 and
- 7 F. Certification of the Class appears to be superior to other available methods  
8 for the fair and efficient resolution of the claims of the Class.

9 8. The Court approves, as to form and content, the Notice to Class Members in  
10 substantially the form attached to the Agreement as "Exhibit A".

11 9. The Court approves the procedure for Class Members to object to the Settlement as  
12 set forth in the Class Notice to Class Members.

13 10. The Court approves the procedure for Class Members to become Participating Class  
14 Members as set forth in the Notice to Class Members.

15 11. The Court directs the mailing of the Notice to Class Members by first class mail to  
16 the Class Members in accordance with the Implementation Schedule set forth below. The Court  
17 finds that the dates selected for the mailing and distribution of the Notice, as set forth in the  
18 Implementation Schedule, meet the requirements of due process and provide the best notice  
19 practicable under the circumstances and shall constitute due and sufficient notice to all persons  
20 entitled thereto.

21 12. The Court confirms Kingsley & Kingsley, APC as Class Counsel.

22 13. The Court confirms the named Plaintiff in the operative complaint in the Action as  
23 the Class Representative.

24 14. The Court approves Phoenix as the Administrator.

25 15. The Court orders that pursuant to the California Private Attorneys General Act,  
26 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will  
27 continue to be given to the Labor & Workforce Development Agency.

28 16. The Court orders the following Implementation Schedule for further proceedings:

1	a.	Preliminary Approval	_____
2	b.	Deadline for Defendant to Provide Class Data to Administrator	15 calendar days from Preliminary Approval
3	c.	Mail Notice to Class Members	14 calendar days from Administrator's receipt of Class Data
4			
5	d.	Deadline for Class Members to Postmark Any Opt-Out	60 calendar days from mailing of Notice Packet (judged by postmark date)
6			
7	e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
8			
9			
10	f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court
11			
12	g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court
13			
14	h.	Final Approval Hearing	To be determined by the Court
15		<i>Obtain Hearing date/time through Court's Public Portal.</i>	_____

16 15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order  
17 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the  
18 Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the  
19 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,  
20 administrative or arbitral proceeding for any purpose, and all evidence, court orders and  
21 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights  
22 of the Parties to the litigation, as more specifically set forth in the Agreement.

23 16. IT IS FURTHER ORDERED that, pending further Order of this Court, all  
24 proceedings in this matter except those contemplated herein and in the Agreement are hereby  
25 stayed.

26 17. The Court expressly reserves the right to adjourn or continue the Final Fairness  
27 Hearing from time to time without further notice to members of the Class.

28 5/26/23

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