

Labor codes. Plaintiff alleged that Defendant failed to compensate her and others for overtime and for missed, untimely, or short meal breaks. Plaintiff alleged that Defendant violated Business and Professions Code §17200.

CWM has denied and continues to deny liability for the claims asserted or attempted to be asserted in the complaint. Defendant contends that it complied with California law and provided meal periods and compensated for overtime worked. Defendant wishes to settle this litigation to avoid costly, disruptive, and time-consuming litigation and does not admit to any wrongdoing or liability. Under this settlement, the following settlement class will be certified under California Code of Civil Procedure §382.

The Parties engaged in informal and formal discovery. Other means of investigation also included meetings and conferences between representatives of the parties. Negotiations were conducted at arms-length. In addition, the parties engaged in mediation.

Plaintiff's attorneys believe that the settlement described in this Notice is fair, adequate and reasonable and in the best interest of Plaintiff and the Class. The Parties have negotiated a class settlement and are seeking certification of the settlement class. The Court has conditionally certified the class as: **Those individuals employed and paid on an hourly basis at Chemical Waste Management, Inc.'s Kettleman Hills, California facility at any point between April 14, 2002 to April 14, 2006.**

III. TERMS OF SETTLEMENT

- A. Chemical Waste Management, Inc. has agreed to pay up to \$350,000 (the "Settlement Fund") to resolve all claims concerning meal period and overtime pay for work performed by former and current hourly employees during the Class Period.
- B. The Court has preliminarily approved that approximately 33 percent or \$115,500 of the Settlement Fund shall be allocated to pay Plaintiff's attorneys' fees, and \$1,200 for claimed costs and expenses.
- C. The Court has preliminarily approved that \$2,500 of the Settlement Fund shall be allocated to Simpluris, Inc. ("Claims Administrator") to administer the Settlement Fund.
- D. The Court has preliminarily approved that Plaintiff will be paid \$5,000 for her time and efforts for serving as Class Representative.
- E. The attorneys' fees, costs and expenses, estimated settlement administration costs, and Plaintiff's payment will be deducted from the Settlement Fund, leaving a Net Settlement Fund balance of \$225,800 ("Net Settlement Fund"), prior to calculation of the settlement shares for all Class Members. Settlement shares shall be determined by dividing the Net Settlement Fund (\$225,800) among all putative class members (87 persons) on a pro rata basis based on a percentage of total shifts worked as set forth in section F below.
- F. The payment for which each Authorized Claimant is eligible will be calculated as follows, to compensate Class Members for the alleged failure to compensate for missed meal periods and overtime pay: (1) **Determine Percentage of Total Shifts Worked**: The number of shifts worked by the employee during the class period (determined after resolution of any challenges to shifts worked) divided by the total number of shifts worked during said period by the total class (a "shift" is defined as a work period of more than 5 hours); and (2) **Hourly Wage Factor**: The average hourly wage of the employee during the class period will be divided by the average hourly wage for the class during the class period. The amount owed to each employee will be determined by multiplying the Percentage of Total Shifts Worked by the Hourly Wage Factor against the amount of the Net Settlement Fund. For example, if an employee worked 2% of the total shifts and he or she made 1.2 times the average wage, the employee would receive \$5,419.20 of the \$225,800 Net Settlement Fund. However, if any employee claims only meal periods, his or her payment would be reduced by 10 percent to account for the percentage of settlement allocated toward overtime. If an employee only claims overtime, his or her payment would be reduced by 90 percent to account for the percentage of settlement allocated toward meal periods.
- G. Only Authorized Claimants will be paid their pro-rata share of the Net Settlement Fund.

IV. CLAIMS PROCEDURE

To be entitled to payment as an Authorized Claimant, Class Members must follow the established procedures:

- Timely complete an **Individual Claim Form** ("Claim Form") representing under oath that, during the weeks you were employed as an hourly employee at Chemical Waste Management, Inc.'s Kettleman Hills, California facility, you were not provided the proper meal periods and/or were not compensated for all overtime worked.

- Timely deliver the Claim Form to the Claims Administrator no later than **April 26, 2008** via First Class U.S. Mail or hand delivery.

Note that if you do not timely submit a properly completed signed Claim Form, enclosed in this Notice, you will **NOT** receive a share of the Net Settlement Fund. Your share of the Settlement Fund will be based on the number of qualifying shifts you worked as an hourly employee at Chemical Waste Management, Inc.

The payments due will be calculated using only system payroll data provided by Chemical Waste Management, Inc. The payroll data, and the names and employee identification numbers of Class Members, are to be provided under a confidentiality agreement. Settlement payments to Authorized Claimants are wages subject to the withholding, deductions, and reporting of all applicable local, state, and federal taxes and employer payroll taxes.

V. OPT OUT RIGHTS AND PROCEDURE

If you fall within the definition of the Class, you will remain a Class Member (and be a Class Participant) unless you elect to be excluded from the Class by timely “opting out”. If you do not request to be excluded from the Class, you will be bound by any judgment entered in this Action. Either course (whether to remain as a Class Member or opt out) has certain consequences.

If you elect to remain a Class Member:

- You will be represented by the existing Class Representative and the attorneys acting on behalf of the Class identified above at no cost to you;
- You will receive notice of any ruling affecting the size of the Class and notice of any proposed settlement or dismissal of Class claims or any judgment rendered. However, you may if you so desire, enter an appearance through another attorney by mailing a Notice of Appearance to the clerk of the court at the address for the Clerk set forth on page 7.
- You will be bound by any judgment or other final disposition of the Class lawsuit, whether the disposition is favorable or unfavorable; and
- You will participate, upon proof of membership in the Class and the timely submission of a properly completed Claim Form, in a distribution of amounts recovered in the litigation.

If you opt out of the Class:

- You will have no right to file a claim or receive any monetary payment under this Settlement;
- You will not be bound by the Judgment in this lawsuit; and
- You may bring a separate lawsuit at your own expense and at your own risk. Counsel for the Class will not represent your interests if you opt out.

If you wish to opt out, you or your attorney must send the attached Election to Be Excluded [Opt-Out] of Class Action Settlement (the “Opt-Out Form”) to the Claims Administrator advising that you wish to be excluded from the settlement, and the Opt-Out Form must be either postmarked or, if delivered to the Claims Administrator by means other than United States First Class Mail, received by the Claims Administrator by **April 26, 2008**. Unsigned requests will not be accepted. You cannot sign the request for another person unless you have the legal authority to act for that person (for example, if the person is a minor and you are his/her parent or guardian.)

Any final judgment in this Action will be binding on Class Members who do not opt out. If you do not opt out, the judgment will become binding on you, which means you will receive only such relief as may be ordered by the Court in the judgment, and you may not thereafter sue the Defendant for the released claims. That means that if the proposed settlement is approved the Court will enter a Final Judgment and Order of Dismissal (“Judgment”). The Judgment will dismiss the Action with prejudice as to Defendant and any other applicable Released Parties. The Judgment will provide that all Class Members who did not opt out shall be deemed to have released and forever discharged those claims.

VI. OBJECTIONS

Any Class Member who has not validly and timely opted out, and who objects to any aspect of the settlement, may appear and be heard at the Fairness Hearing. The Fairness Hearing will take place on May 28, 2008 at 8:30 a.m. in the Courtroom of the Honorable Peter M. Schultz, Kings County Superior Court, Department 2, 1426 South Drive, Hanford, California 93230, unless rescheduled by Court Order. Any such person must send a written objection to the Claims Administrator. The written objection must be received by the Claims Administrator by **April 11, 2008**.

The Claims Administrator's address is:

Simpluris, Inc.
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

The notice of objection must set forth facts showing the objecting person's membership in the Class, including his or her name, social security number, dates of employment, facilities of employment, and must list all reasons for the objection and all evidence to be presented in support of such objection. Only members of the Class who have submitted written notices of objection in this manner will be entitled to be heard at the Fairness Hearing, unless the Court orders otherwise.

VII. FURTHER INFORMATION

If you have any questions about the Settlement, you may contact:

Counsel for Chemical Waste Management, Inc.

Kirsten Hicks Spira, Esq.
McNamara, Spira & Smith
10866 Wilshire Boulevard, Suite 800
Los Angeles, California 90024
Tel: (310) 979-2585

Class Counsel:

I. Benjamin Blady, Esq.
Appleton, Blady & Magnanimo, LLP
12301 Wilshire Boulevard, Suite 202
Los Angeles, California 90025
Tel: (310) 474-7022

The foregoing is only a summary of the circumstances surrounding the Action, the claims and defenses asserted, and other matters related to them. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For more detailed information, you may review the pleadings, records and other papers on file in this Action, which may be inspected during regular business hours at the Clerk's office, located at 1426 South Drive, Hanford, California 93230.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING
THIS SETTLEMENT OR THE CLAIMS PROCESS.**

Dated: February 11, 2008

Kings County Superior Court