

ORIGINAL

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUL 23 2019

BY Erin Mueller  
ERIN MUELLER, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

CHRISTINA LOPEZ-BURTON, an  
individual, on behalf of herself and all others  
similarly situated,

Petitioner and Plaintiff,

v.

TOWN OF APPLE VALLEY, a general law  
city; and DOES 1-10,

Respondents and Defendants.

Case No.: CIVDS1725027

*Assigned for all purposes to Hon. David S.  
Cohn*

**[PROPOSED] ORDER PRELIMINARILY  
APPROVING CLASS ACTION  
SETTLEMENT, PROVISIONALLY  
CERTIFYING SETTLEMENT CLASS,  
AND DIRECTING NOTICE TO CLASS**

DATE: July 23, 2019  
TIME: 8:30 a.m.  
DEPT: S26

On July (month) 23 (day), 2019, this Court heard Plaintiff Christina Lopez-Burton's ("Plaintiff's") motion for preliminary approval of class settlement and provisional class certification under California Rule of Court 3.769(c) and (d). This Court reviewed the motion, including the Class Action Settlement Agreement (the "Agreement" or "Settlement") <sup>lodged</sup> ~~filed~~ on June 28, 2019. Based on this review and the findings below, the Court finds good cause to GRANT the motion.

**FINDINGS:**

1. Unless otherwise specified, defined terms in this Order Preliminarily Approving Class Action Settlement and Provisionally Certifying Settlement Class, and Directing Notice to the

FILED BY FAX

1 Class ("Order") have the same definitions as the terms in the Agreement.

2 2. The Agreement falls within the range of possible approval as fair, adequate, and  
3 reasonable and in the best interests of the absent class members.

4 3. The Court finds that (a) the Summary Notice, Long Form Notice, and Publication  
5 Notice attached to the Agreement as Exhibits B, C, and D respectively constitute the best notice  
6 practicable under the circumstances, (b) constitute valid, due, and sufficient notice to all members  
7 of the Class, and (c) comply fully with the requirements of California Code of Civil Procedure  
8 section 382, California Rules of Court 3.766 and 3.769, the California and United States  
9 Constitutions, and other applicable law. The Summary Notice, Long Form Notice, and Publication  
10 Notice are attached hereto as **Exhibits A, B, and C** respectively and incorporated herein by  
11 reference.

12 4. For settlement purposes only, the Court finds the Class is so numerous that joinder  
13 of all Class Members is impracticable, Plaintiff's claims are typical of those of the Class, there are  
14 questions of law and fact common to the Class and such common questions predominate over any  
15 questions affecting only individual members of the Class, and Class certification is superior to other  
16 available methods for the fair and efficient adjudication of the controversy.

17 **IT IS ORDERED THAT:**

18 5. **Settlement Approval.** The Settlement is preliminarily approved.

19 6. **Class Notice.** The form and manner of notice as set forth in paragraph 7 of the  
20 Agreement and as reflected in the Summary Notice, Long Form Notice, and Publication Notice  
21 (Exhibits A, B, and C hereto) are approved. The parties and the Claims Administrator are directed  
22 to provide notice in accordance with paragraph 7 of the Agreement.

23 7. **Provisional Certification.** The Class is provisionally certified, for settlement  
24 purposes only, as follows:

25 All persons (which includes entities such as firms, companies, corporations,  
26 associations, and public entities) who, between July 24, 2016 and the date this Order  
27 is entered, were Account Holders, but excluding (a) any officer or council member  
28 of the Town; (b) any judge assigned to hear this case; and (c) persons who timely  
and properly exclude themselves from the Class as provided in this Agreement.

1           **8. Appointment of Class Representative and Class Counsel.** Plaintiff Christina  
2 Lopez-Burton is conditionally certified as the class representative. Eric J. Benink, Esq. of Benink  
3 & Slavens, LLP. and Prescott Littlefield, Esq. of Kearney Littlefield, LLP are conditionally  
4 appointed as Class Counsel. The Court finds Plaintiff and Class Counsel will fairly and adequately  
5 protect the interests of the Class.

6           **9. Claims Administrator.** Phoenix Settlement Administrators is approved as the  
7 Claims Administrator to create a settlement website at AVTrashSettlement.com, and to process and  
8 pay claims as provided for under paragraph 6.1.2 of the Agreement. The Claims Administrator  
9 may establish a Qualified Settlement Fund within the meaning of Treasury Regulation Section  
10 1.468B-1 and shall comply with the terms and conditions of the Agreement in carrying out its duties  
11 pursuant to the Agreement. Pursuant to paragraph 6.1.1 of the Agreement, the Claims  
12 Administrator shall be paid its fees and costs from the Common Fund which it estimates to be  
13 \$7,873. No later than five (5) days prior to the Fairness Hearing, the Claims Administrator shall  
14 file with the Court, a statement of its fees and costs, together with an estimate of future expenses  
15 for which it seeks to be paid.

16           **10. Provision of Class Notice.** The Town shall notify the Class of the Settlement in the  
17 manner specified under Paragraph 7.1 of the Agreement. The Town and the Claims Administrator  
18 shall file a declaration describing their compliance with paragraph 7 of the Agreement not less than  
19 five (5) court days prior to the Fairness Hearing. The Town may submit an application for payment  
20 of the publication expenses out of the Settlement Fund not less than five (5) court days prior to the  
21 Fairness Hearing.

22           **11. Objection to Settlement.** Class Members who have not submitted a timely and  
23 valid written exclusion and who desire to object to the Agreement shall mail such objection to the  
24 Court, Class Counsel and the Town's Counsel no later than forty-five (45) calendar days after the  
25 Summary Notice is mailed. The mailing date is deemed to be the date the objection is deposited in  
26 the U.S. Mail as evidenced by the postmark. Written objections shall be on the form attached to the  
27 Agreement at Exhibit F and must include (a) full name of Objector; (b) mailing address of Objector;  
28 (c) the property address where the Objector has received trash and/or recycling service; (d) the

1 specific reason(s), if any, for the objection, including any legal support the Class Member wishes  
2 to bring to the Court's attention; and (e) the identification of any other objections that the Class  
3 Member or the Class Member's counsel has made during the past five (5) years.

4 **12. Appearance at Fairness Hearing.** Class Members have the option to appear at the  
5 Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense,  
6 to object to the fairness, reasonableness, or adequacy of the Agreement, the award of attorneys'  
7 fees and costs, or to the incentive awards to the Class Representative. However, Class Members  
8 (with or without their attorneys) intending to make an appearance at the Fairness Hearing must  
9 inform the Parties and the Court no later than forty five (45) calendar days after the Summary  
10 Notice is mailed by indicating on the Objection Form, whether they intend to appear.

11 **13. Failure to Object to Agreement.** Class Members who fail to object to the  
12 Agreement in the manner specified above will: (1) be deemed to have waived their right to object  
13 to the Agreement; (2) be foreclosed from objecting (whether by a subsequent objection,  
14 intervention, appeal, or any other process) to the Agreement; and (3) not be entitled to speak at the  
15 Fairness Hearing.

16 **14. Requesting Exclusion.** Class Members who desire to be excluded from the  
17 Agreement must mail to Class Counsel the Opt-Out Form attached to the Agreement at Exhibit G.  
18 The request for exclusion must be postmarked no later than forty-five (45) calendar days after the  
19 Summary Notice is mailed. If a Class Member mails a Claim Form and a request for exclusion,  
20 the request for exclusion will be deemed invalid. Class Counsel shall provide a list of all persons  
21 who have timely requested to be excluded to the Town and to the Court not less than five (5) court  
22 days before the Fairness Hearing.

23 **15. Claim Form.** Class Members who are no longer Account Holders as of the date  
24 forty-five (45) calendar days after the Summary Notice is mailed and wish to receive a refund, must  
25 submit a complete and valid Claim Form to the Claims Administrator no later than forty-five (45)  
26 calendar days after the Summary Notice is mailed. Those eligible Class Members who mail valid,  
27 timely Claim Forms, in the form attached as Exhibit H to the Agreement, will be eligible to  
28 participate in the Settlement as stated in the Agreement at Paragraph 6.1.2.3. The Claim Form is



1 attached hereto as **Exhibit D** and incorporated herein by reference.

2       **16. Termination.** If the Agreement terminates for any reason, the following will occur:  
3 (a) this Order and all of its provisions will be vacated, including, but not limited to, vacating  
4 conditional certification of the Class, conditional appointment of Plaintiff as class representative,  
5 and conditional appointment of Plaintiff's Counsel as Class Counsel; (b) the Action will revert to  
6 the status that existed before the Plaintiff filed her motion for approval of the Preliminary Approval  
7 Order; and (c) no term or draft of the Agreement, or any part of the Parties' settlement discussions,  
8 negotiations or documentation will have any effect or be admissible into evidence for any purpose  
9 in the Action or any other proceeding. This Order will not waive or otherwise impact the Parties'  
10 rights or arguments

11       **17. No Admissions.** Nothing in this Order is, or may be construed as, an admission or  
12 concession on any point of fact or law by or against any Party.

13       **18. Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines  
14 are stayed and suspended until further notice from the Court, except for such actions as are  
15 necessary to implement the Agreement and this Order.

16       **19. Fairness Hearing.** On Oct 16, 2019, at 8:30 <sup>am</sup>, this Court will hold a Fairness  
17 Hearing to determine whether the Agreement should be finally approved as fair, reasonable, and  
18 adequate. All papers supporting Plaintiff's request for attorneys' fees and reimbursement of  
19 expenses, and Class Representative's service awards must be filed no later than fourteen (14)  
20 calendar days before the deadline for Class Members to object to the Agreement. All papers  
21 supporting final approval of the Agreement must be filed no later than fourteen (14) calendar days  
22 before the deadline for Class Members to object to the Agreement. Any responses to objections  
23 must be filed no less than five (5) court days before the Fairness Hearing. Based on the date of this  
24 Order and the date of the Fairness Hearing, the following are the certain associated dates in this  
25 Agreement:

26 ///

27 ///

28 ///

Event	Timing	Date
Last day for the Town to send the Summary Notice, for the Town to cause the Publication Notice to be published in the San Bernardino Sun on two dates which are seven (7) days apart; Last day for Claims Administrator to establish a Settlement Website	<del>10</del> 17 days after entry of this Order	Aug 9, 2019
Last day for Class Members to mail a claim, request exclusion or object to the Agreement	45 days after Summary Notice is mailed	Sept 23, 2019
Last day for Class Counsel to move for Attorneys' Fees and Expenses or for a Class Representative Service Award	14 days prior to the date for exclusion or objection	Sept 9, 2019
Last day for Parties to file briefs in support of the Final Order and Judgment	14 days prior to the date for exclusion or objection	Sept 9, 2019
Last day to file an affidavit of compliance with all notice requirements	5 court days before Fairness Hearing	October 8, 2019
Last day for Claims Administrator to file a statement of its fees and costs	5 court days before Fairness Hearing	October 8, 2019
Last day for Town to file an application for reimbursement of publication notice	5 court days before Fairness Hearing	October 8, 2019
Last day to file response to objections	5 court days before Fairness Hearing	October 8, 2019

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the settlement website as soon as practicable but, other than the website posting, the Parties will not be required to provide any additional notice to Class Members.

**IT IS SO ORDERED.**

DATED

7/23/19

  
JUDGE OF THE SUPERIOR COURT

A

**If Between July 24, 2016 And [Date], You Had A Solid Waste/Recycling Account With The Town Of Apple Valley,  
A Legal Settlement Will Affect Your Rights.**

A settlement has been proposed in a class action lawsuit against the Town of Apple Valley. If you had a solid waste/recycling account between July 24, 2016 and [DATE], the settlement will affect your legal rights.

**What relief does the Settlement provide?** The settlement provides for monthly credits to your future solid waste/recycling

*A court authorized this Notice. It is not a solicitation from a lawyer.*

bills for a period of approximately 20 months. You do not need to do anything to receive this value. More details about the terms of the settlement can be found at the settlement website:

[www.AVTrashSettlement.com](http://www.AVTrashSettlement.com)

**What are my options?** If you don't want to be legally bound by the Settlement, you must exclude yourself by **Exclusion Deadline**. If you exclude yourself, you will not participate in the settlement. If you stay in the settlement, you may object to it by **Exclusion Deadline**. The detailed notice available at the website explains how to request exclusion or object. The Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_ to consider whether to approve the Settlement. Visit the settlement website for further information.

*A court authorized this Notice. It is not a solicitation from a lawyer.*

B



SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

CHRISTINA LOPEZ-BURTON, an  
individual, on behalf of herself and all others  
similarly situated,

Petitioner and Plaintiff,

v.

TOWN OF APPLE VALLEY, a general law  
city; and DOES 1-10,

Respondents and Defendants.

Case No.: CIVDS1725027

*Assigned for all purposes to Hon. David S.  
Cohn*

**IF BETWEEN JULY 24, 2016 AND [REDACTED] APPROXIMATELY [REDACTED], YOU HAD A SOLID WASTE/RECYCLING ACCOUNT WITH THE TOWN OF APPLE VALLEY, A LEGAL SETTLEMENT WILL AFFECT YOUR RIGHTS.**

***A CALIFORNIA COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A  
LAWYER.***

A settlement (the "Settlement") has been proposed in the class action lawsuit referenced above pending in the Superior Court of the State of California in the County of San Bernardino (the "Action"). If the Court gives final approval to the Settlement, The Town of Apple Valley (the "Town") will provide rate credits to current solid waste/recycling customers on their bills, and allow former customers to submit a claim for a refund, subject to the additional conditions explained in this notice.

Your legal rights are affected whether you act or don't act. Read this notice carefully.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>REMAIN IN THE SETTLEMENT CLASS</b></p>	<p><b>CURRENT CUSTOMERS</b></p> <p>If you are a solid waste/recycling customer as of [REDACTED], no action is required. You will receive an automatic credit on your trash bill through June 2021. The amount of the credit depends on the type of rate you pay. Some of the common rates and the projected credits are set forth in Section 7 below.</p> <p><b>FORMER CUSTOMERS</b></p> <p>If you are not a solid waste/recycling customers as of [REDACTED], you can submit a claim form to receive a lump sum refund. An estimate of the refund amount is described in Section 7 below.</p> <p>Visit the Settlement website located at <a href="http://www.AVTrashSettlement.com">www.AVTrashSettlement.com</a> to obtain a Claim Form.</p>	<p><b>NO ACTION REQUIRED</b></p> <p>Deadline: _____</p>
<p><b>EXCLUDE YOURSELF</b></p>	<p>If you exclude yourself from the Settlement, you will not receive any value from the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against the Town regarding the allegations in the Action ever again.</p>	<p>Deadline: _____</p>
<p><b>OBJECT</b></p>	<p>You may write to the Court about why you object to (i.e., don't like) the terms of the Settlement or Class Counsel's application for attorney's fees and reimbursement of expenses and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement and if the Court approves the Settlement, you will still be bound by its terms.</p>	<p>Deadline: _____</p>

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>GO TO THE "FAIRNESS HEARING"</b>	<p>The Court will hold a "Fairness Hearing" to consider the Settlement, Class Counsel's request for attorneys' fees and reimbursement of expenses for the attorneys who brought the Action, and the Representative Plaintiff's request for a service award for bringing the Action.</p> <p>You may, but are not required to, attend or speak at the Fairness Hearing. If you intend to speak at the Fairness Hearing, you must indicate your intent to do so on the Objection Form (see Section 15 below.)</p>	<p>Hearing Date and Time: _____</p> <p>Deadline: _____</p>
---	--	--

These rights and options—and the deadlines to exercise them—are explained in more detail below.

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement.

## WHAT THIS NOTICE CONTAINS

### BACKGROUND INFORMATION..... ##

1. Why did I get a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

### THE PROPOSED SETTLEMENT ..... ##

7. What relief does the Settlement provide to the Class Members?

### HOW TO REQUEST A REFUND FOR FORMER CUSTOMERS – SUBMITTING A CLAIM FORM ..... ##

8. How can I get a refund?
9. When will I get my refund?

### THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF.. ##

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
12. Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?

**DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS..... ##**

13. What am I giving up to obtain relief under the Settlement?

**HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT..... ##**

14. How do I exclude myself from the Settlement?

**HOW TO OBJECT TO THE SETTLEMENT..... ##**

15. How do I tell the Court that I disagree with the Settlement?
16. What is the difference between excluding myself and objecting to the Settlement?

**FAIRNESS HEARING..... ##**

17. What is the Fairness Hearing?
18. When and where is the Fairness Hearing?
19. May I speak at the hearing?

**ADDITIONAL INFORMATION..... ##**

20. How do I get more information?
21. What if my address or other information has changed or changes after I submit a Claim Form?

## BACKGROUND INFORMATION

### 1. *Why did I get a notice?*

You received a notice because a Settlement has been reached in this Action. According to the Town's records you might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement (which defines certain capitalized terms used in this Notice), see Section 20 below.

## **2. *What is this lawsuit about?***

On December 20, 2017, Plaintiff Christina Lopez-Burton (the "Representative Plaintiff") filed a lawsuit against the Town on behalf of herself and all others similarly situated. The lawsuit alleges that the Town's rates for solid waste/recycling violate California Constitution article XIII D, because the rates include amounts that are cannot be legally charged for solid waste/recycling fees. A copy of the lawsuit can be found [HERE](#) or at [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com).

The Town denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. The Town further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

**The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Action.**

## **3. *Why is this a class action?***

In a class action lawsuit, one or more people called "Representative Plaintiff(s)" (in this Action, Christina Lopez-Burton) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The party sued in this case – the Town of Apple Valley – is called the Defendant.

## **4. *Why is there a Settlement?***

The Representative Plaintiff has made claims against the Town. The Town denies it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or the Town should win this Action. Instead, both sides agreed to the Settlement to avoid the cost, risks, and delay of continued litigation.

**5. How do I know if I am part of the Settlement?**

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement:

All persons (which includes entities such as firms, companies, corporations, associations, and public entities) who, between July 24, 2016 and [REDACTED] were Account Holders, but excluding (a) any officer or council member of the Town; (b) any judge assigned to hear this case; and (c) persons who timely and properly exclude themselves from the Class as provided in this Agreement.

An Account Holder means a person or entity (i.e. business) who holds a solid waste / recycling account in the Town of Apple Valley.

**6. I'm still not sure if I am included.**

If you are still not sure whether you are included in the Settlement, you may contact the Town at [REDACTED]

**THE PROPOSED SETTLEMENT**

**7. What relief does the Settlement provide to the Class Members?**

The Town has agreed to create a Common Fund in the gross amount of Three Million One Hundred Fifty Thousand and no cents (\$3,150,000.00) that will be used to pay all administration and publication notice costs, attorney's fees and expenses to Class Counsel, and a service award to the Representative Plaintiff. All such fees and costs must be approved by the Court. Administration costs are estimated to be \$7,873. The costs of publication are estimated to be \$1,478. Class Counsel intends to request attorneys' fees in the amount of \$1,050,000 and reimbursement of expenses in the amount of approximately \$12,994. The Representative Plaintiff intends to request \$5,000 as a service award. If the Court approves the requested fees and reimbursement of expenses, the balance of the Common Fund ("Net Common Fund") will be approximately \$2,072,656.

The Net Common Fund will be distributed to former solid waste / recycling customers who no longer hold an account as of [REDACTED] Deadline if they submit a timely claim form. The balance of the Net Settlement Fund will be distributed as automatic credits to current solid waste / recycling customers on their monthly or bi-monthly bills beginning approximately [REDACTED] after Fairness Hearing through June 2021.



The amount of the monthly credit depends on the number of claims by former customers and the billing rate for the type of service you receive. The parties estimate that the monthly credits will be roughly 10% of your trash and recycling fees. The most common services and the monthly credits for those services are estimated as follows:

**Residential Services**

Residential 40 Gallon Trash Barrels	\$2.30 monthly credit
Residential 60 Gallon Trash Barrels	\$2.43 monthly credit
Residential 95 Gallon Trash Barrels	\$2.67 monthly credit

**Commercial Services / Multifamily Services**

1.5 yard Trash Bin 1x per week	\$6.37 monthly credit
2 yard trash bin 1x per week	\$8.43 monthly credit
3 yard trash bin 1x per week	\$12.55 monthly credit
3 yard trash bin 2x per week	\$24.91 monthly credit

Former customers who submit valid and timely claims will receive a refund check in the amount similar current customers will receive as a monthly credit [see above] multiplied by the number of months the former customer had an account during the Class Period July 24, 2016 through [REDACTED] up to a maximum of 18 months.

PLEASE NOTE THAT THE SETTLEMENT REQUIRES THAT THE ENTIRETY OF THE NET COMMON FUND BE DISTRIBUTED BY JUNE 30, 2021.

In addition to these payments, the Town has agreed to not increase its solid waste and recycling collection fees and charges as established in its 2014 Rate Resolution until July 1, 2021

**HOW TO OBTAIN A REFUND – SUBMITTING A CLAIM FORM**

**8. How do I get a Refund?**

If you are a Class Member and you are a solid waste/recycling customer after [REDACTED], your credits will be **automatically** applied to your bills. You need not take further action

If you are a Class Member and you are no longer a solid waste/recycling customer as of [REDACTED], you must submit a completed Claim Form in order to receive the benefits of this Settlement. A Claim Form is available [HERE](#) or at the

website [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com). Read the instructions carefully, fill out the form, and postmark it by \_\_\_\_\_.

**9. When will I get my Settlement?**

As described in Sections 17 and 18, the Court will hold a hearing on \_\_\_\_\_ at \_\_\_\_\_, to decide whether to approve the Settlement. You can continue to monitor the progress of the case at the website [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com).

Assuming that the Court approves the Settlement on \_\_\_\_\_, refunds for former customers are expected to be mailed no later than [REDACTED], and the monthly bill credits for current customer should begin being applied by [REDACTED] months after Fairm [REDACTED] and will continue until June 2021.

**THE LAWYERS REPRESENTING THE CLASS AND  
REPRESENTATIVE PLAINTIFF**

**10. Do I have a lawyer in this case?**

The Court has ordered Eric J. Benink, Esq. of Benink & Slavens, LLP and Prescott Littlefield, Esq. of Kearney Littlefield, LLP (collectively "Class Counsel") to represent the interests of the Class. Their contact information is below. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

CLASS COUNSEL	
<b>BENINK &amp; SLAVENS, LLP</b> Eric J. Benink, Esq. 550 West C Street, Suite 530 San Diego, California 92101 (619) 369-5252(ph) eric@beninkslavens.com	<b>KEARNEY LITTLEFIELD, LLP.</b> Prescott W. Littlefield, Esq. 3436 N. Verdugo Rd. Suite 230 Glendale, CA 91208 (213) 374-1900 (ph) pwl@kearneylittlefield.com

**11. How will the lawyers be paid?**

Class Counsel will apply for attorneys' fees and costs, subject to Court approval. Class Counsel expect to apply for \$1,050,000 in attorneys' fees and \$12,994 in costs. Class Counsel will file with the Court their motion for award of attorneys' fees and reimbursement of expenses and Class Representative's service award no later than [REDACTED]. After that date, you may view the motion at [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com). You will not be required to pay any attorneys' fees or costs directly, as they will be

payable from the Settlement Fund paid by the Town. Please see paragraph 14 of the Settlement Agreement, available [HERE](#), for additional details.

**12. *Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?***

Christina Lopez-Burton, the Representative Plaintiff, will request a service award of up to \$5,000 for her services as class representatives and her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative and that amount will be paid from the Settlement Fund.

**DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS**

**13. *What am I giving up to obtain relief under the Settlement?***

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against the Town that formed the basis of this Action. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against the Town regarding the claims in the Action. The entirety of the release from the Settlement to which you will be subject is as follows:

In consideration for the Settlement, Burton and each Class Member, on behalf of themselves and their heirs, executors, administrators, assigns, agents, servants, representatives, predecessors, and successors (hereafter collectively "Releasors") fully release and discharge the Town and all of its employees, council members, officers, and agents ("Releasees") from all rights, claims, and actions they and any of the Releasors now have, or may have in the future, against the Releasees arising out of, or relating to, the facts and circumstances giving rise to the Lawsuit or Claim, or arising out of, or relating to, claims that the rates, fees and charges adopted via through Resolution No. 2014-33 violate Proposition 218 and/or Proposition 26. For the sake of clarity, this release does not extend to trash and recycling rates, fees, and charges that the Town adopts in the future.

Except as otherwise provided in this Agreement, the release contained herein and made by this Agreement is full and complete, and Burton and each Class Member specifically agrees to waive the provisions of Civil Code § 1542 which provides that:


**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by**

him or her would have materially affected his or her settlement with the debtor or released party.

Burton and each Class Member specifically acknowledges the effect of such a waiver and this Agreement shall act as a release of all such claims, whether such claims are currently known, unknown, foreseen or unforeseen.

## HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

### 14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send the Opt-Out Form available [HERE](#) or at [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com), postmarked no later than  to Class Counsel at:

CLASS COUNSEL
BENINK & SLAVENS, LLP
Eric J. Benink, Esq.
550 West C Street, Suite 530
San Diego, California 92101

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive credits or a refund under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against the Town based on the conduct complained of in the Action.

## HOW TO OBJECT TO THE SETTLEMENT

### 15. *How do I tell the Court that I disagree with the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and reimbursement of expenses, and service awards to the Representative Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement, Class Counsel's request for attorney's fees and reimbursement of expenses, or the Representative Plaintiff's request for a service award, you must file a written

objection with the Court and serve on Class Counsel and Defense Counsel at the addresses set forth below no later than (i.e., postmarked by) **February 1, 2017**.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Superior Court of the State of California, County of San Bernardino Department S26 247 West Third Street San Bernardino, California 92415	BENINK & SLAVENS, LLP Eric J. Benink, Esq. 550 West C Street, Suite 530 San Diego, California 92101	BEST BEST & KRIEGER, LLP Richard Egger, Esq. 2855 E. Guasti Road Suite 400 Ontario, CA 91761

Any written objections must be made on the Objection Form, available [HERE](#) or at [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com). You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement, the award of attorneys' fees and costs, or the proposed service awards to the Class Representative. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must so inform the Parties and the Court on or before **February 1, 2017** by indicating such on the Objection Form.

**16. What is the difference between excluding myself and objecting to the Settlement?**

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FAIRNESS HEARING**

**17. What is the Fairness Hearing?**

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. You may attend, but you do not have to. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and

reimbursement of expenses to Class Counsel; and to consider the request for service award to the Representative Plaintiff. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness.

**18. *When and where is the Fairness Hearing?***

On \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ (Pacific), a hearing will be held on the fairness of the proposed Settlement. The hearing will take place before the Honorable David Cohen in Department S26 of the San Bernardino Justice Center, Superior Court for the State of California, San Bernardino County, located at 247 West Third Street, San Bernardino, CA 92415. The hearing may be postponed to a different date or time or location without notice. Please check [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com) for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

**19. *May I speak at the hearing?***

At the Fairness Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if you have indicated your intention to do so on the Objection Form.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

**ADDITIONAL INFORMATION**

**20. *How do I get more information?***

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and reimbursement of expenses, and the Class Representative's request for a service award, and the operative complaint filed in the Action, please visit: [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com). Alternatively, you may view the complete file at the Clerk of the Court's office at 247 West Third Street, San Bernardino, CA 92415. The Clerk will tell you how to obtain the file for inspection and copying at your own expense. Please note that the description of this Action is general and does not cover all of the issues and proceedings that have occurred.



**21. *What if my address or other information has changed or changes after I submit a Claim Form?***

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

Town of Apple Valley Trash Settlement  
P.O. Box 7208  
Orange, CA 92867

\*\*\*\*

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.**

C

**TO ALL PERSONS WHO, BETWEEN JULY 24, 2016 AND [REDACTED], HAD A SOLID WASTE/RECYCLING ACCOUNT WITH THE TOWN OF APPLE VALLEY, A LEGAL SETTLEMENT WILL AFFECT YOUR RIGHTS.**

**What is the purpose of this notice?** A settlement ("Settlement") has been proposed in a class action lawsuit pending in the San Bernardino County Superior Court ("Court") titled *Christina Lopez-Burton v. Town of Apple Valley*. ("Action"). The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

**What is the Action about?** Plaintiff Christina Lopez-Burton alleges that the Town of Apple Valley's (the "Town's") rates for solid waste (trash)/recycling violate California Constitution article XIII D, because the rates include amounts that cannot be legally charged for solid waste/recycling fees. The Town denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to Town solid waste/recycling customers and resolve the case.**

**Am I a Class Member?** You are a "Class Member" if you fall into the following definition:

**The Class:** All persons (which includes entities such as firms, companies, corporations, associations, and public entities) who, between July 24, 2016 and [REDACTED], were Account Holders, but excluding (a) any officer or council member of the Town; (b) any judge assigned to hear this case; and (c) persons who timely and properly exclude themselves from the Class as provided in this Agreement.

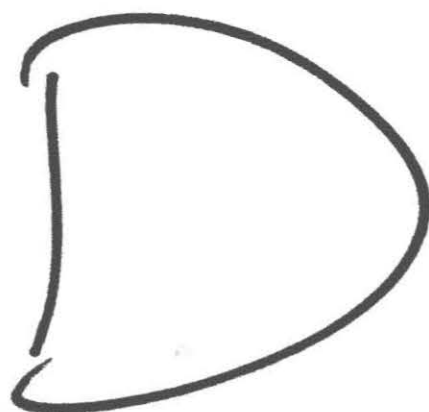
An Account Holder is a person or entity (i.e. business) that held a solid waste/recycling account in the Town of Apple Valley.

**What relief does the Settlement provide?** The Town has agreed to fund a Common Fund in the gross amount of Three Million One Hundred Fifty Thousand and no cents (\$3,150,000.00) that will be used to pay all fees and costs approved by the Court, and the remainder of which will be automatically distributed through monthly bill credits to current trash/solid waste customers as of [REDACTED] **Exclusion Deadline**. Former solid waste/recycling customers who no longer hold an account as of [REDACTED] **Exclusion Deadline** can submit a claim to obtain a refund of a portion of the fees they paid during the Class Period, which will also be paid from the Common Fund.

If you are a former customers and wish to receive a refund, you must submit a claim form which you may obtain at [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com), or by contacting the Claims Administrator at (800) 523-5773 or Town of Apple Valley Trash Settlement, P.O. Box 7208 Orange, CA 92867. The deadline to submit a Claim Form is [REDACTED].

**What are my other options?** If you don't want to be legally bound by the Settlement, you must exclude yourself by [REDACTED] **Exclusion Deadline** or you won't be able to sue the Town about the legal claims in the Action ever again. If you exclude yourself, you cannot receive any credits or a refund from this Settlement. If you stay in the Settlement, you may object to it by [REDACTED]. A detailed notice available at [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com) explains how to request exclusion or object. The Court will hold a hearing on [REDACTED] at [REDACTED] to consider whether to approve the Settlement and a request by the attorneys representing all Class Members (Eric J. Benink, Esq. of Benink & Slavens, LLP. and Prescott Littlefield, Esq. of Kearney Littlefield, LLP) for \$1,050,000 in attorneys' fees and \$12,993.47 in reimbursement of expenses, and for the class representative's request for \$5,000 as a service award. These amounts shall be paid from the Common Fund. You may ask to appear at the hearing, but you don't have to.

**More information?** For further information about the Settlement, to view the Settlement Agreement and related court documents, and to learn more about how to exercise your various options under the Settlement, including objecting and opting-out, visit [www.AVTrashSettlement.com](http://www.AVTrashSettlement.com). You may also contact the Claims Administrator at (800) 523-5773 or Town of Apple Valley Trash Settlement, P.O. Box 7208 Orange, CA 92867.



**CLAIM FORM**

***Lopez-Burton, et. al. v. Town of Apple Valley***  
**Case No. CIVDS1725027**

**MUST BE POSTMARKED BY XXXXXX  
AND SENT TO:**

**TOWN OF APPLE VALLEY TRASH SETTLEMENT  
P.O. BOX 7208  
ORANGE, CA 92867**

**PERSONAL INFORMATION.** Please legibly print or type the following information requested below. *This information will be used to deliver your refund check and communicate with you if any problems arise with your claim.*

Name (first, middle, and last): \_\_\_\_\_

Current Mailing Street Address: \_\_\_\_\_

City, State, and ZIP code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Account Number (if known) \_\_\_\_\_

**CONFIRMATION OF ELIGIBILITY FOR REFUND.**

- ☐ I declare that I was a customer of the Town of Apple Valley's solid waste/recycling service between the dates of July 24, 2016 and [Exclusion Deadline], and that I will no longer be a customer of Apple Valley's solid waste/recycling service as of [Exclusion Deadline]

My service address where I received solid waste / recycling service  
was: \_\_\_\_\_

*The Claims Administrator and/or the Town will verify your claim.*

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_