

1 KASHIF HAQUE, Bar No. 218672
2 SAMUEL A. WONG, Bar No. 217104
3 JESSICA L. CAMPBELL, Bar No. 280626
4 CAROLYN M. BELL, Bar No. 313435
5 cbell@aegislawfirm.com
6 AEGIS LAW FIRM, PC
7 9811 Irvine Center Drive, Suite 100
8 Irvine, CA 92618
9 Telephone: 949.379.6250
10 Fax No.: 949.379.6251

11 Attorneys for Plaintiff SAMUEL ABREGO,
12 individually, and on behalf of all others similarly
13 situated.

14 *Additional Counsel Listed on Following Page*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF SANTA CLARA**

17 SAMUEL ABREGO, individually and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 STERICYCLE, INC.; and DOES 1 through
22 20, inclusive,

23 Defendants.

Case No. 20CV365248

ASSIGNED FOR ALL PURPOSES HON.
PATRICIA M. LUCAS, DEPARTMENT 3

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

Complaint Filed: March 18, 2020

1 SOPHIA BEHNIA, Bar No. 289318
2 sbehnia@littler.com
3 COLIN W. LARSON, Bar No. 287243
4 clarson@littler.com
5 LITTLER MENDELSON, P.C.
6 333 Bush Street, 34th Floor
7 San Francisco, CA 94104
8 Telephone: 415.433.1940
9 Fax No.: 415.399.8490

10 Attorneys for Defendant
11 STERICYCLE, INC.

12 ZACHARY CROSNER (SBN 272295)
13 MICHAEL CROSNER (SBN 41294)
14 J. KIRK DONNELLY (SBN 179401)
15 BLAKE R. JONES (SBN 211221)
16 CROSNER LEGAL, PC
17 433 N. Camden Dr., Suite 400
18 Beverly Hills, CA 90210
19 Tel. (310) 496-5818
20 Fac. (818) 700-9973

21 Attorneys for Plaintiff
22 MIGUIEL PICHARDO

RECITALS

A. On March 18, 2020, Plaintiff SAMUEL ABREGO (“Plaintiff Abrego”) filed a class action complaint against Defendant STERICYCLE, INC. (“Defendant”) in Santa Clara County Superior Court. The matter was designated as Case No. 20CV365248, entitled *Samuel Abrego v. Stericycle, Inc. et al.* (the “Abrego Action”). Plaintiff Abrego alleged, on his own behalf and on a class-wide basis, that Defendant (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to provide accurate itemized wage statements; (6) failed to pay all wages due upon separation of employment; and (7) violation of Business and Professions Code §§ 17200, *et seq.*

B. On March 18, 2020, Plaintiff Abrego sent a letter to the California Labor and Workforce Development Agency (“LWDA”) and to Defendant, notifying them of alleged Labor Code violations at issue in the Abrego Action. In the First Amended Complaint, filed on or about July 22, 2020, Plaintiff Abrego added an eighth cause of action under Labor Code § 2698 *et seq.* under the Private Attorneys General Act (the “PAGA”).

C. On October 24, 2019, Plaintiff MIGUEL PICHARDO (“Plaintiff Pichardo”) sent a letter to the LWDA and to Defendant, notifying them of alleged Labor Code Violations at issue. On January 10, 2020, Plaintiff Pichardo filed a PAGA action against Defendant STERICYCLE, INC. in Los Angeles County Superior Court. The matter was designated as Case No. 20STCV01257, entitled *Miguel Pichardo v. Stericycle, Inc. et al.* (the “Pichardo Action”). Plaintiff Abrego, Plaintiff Pichardo, and Defendant are collectively referred to herein as the “Parties”.

D. In addition to the Abrego Action and the Pichardo Action, a PAGA action was filed on December 13, 2019 entitled, *Johnny White and Raul Pichardo v. Stericycle, Inc., et al.*, in the Contra Costa County Superior Court, Case No. C19-02610 (*White Action*). Based on the letters and amended letters the plaintiffs in the *White Action* sent to the LWDA, and based on the original and amended complaints in the *White Action*, Defendant filed and served Notices of Related Cases in all three actions given the three actions were virtually overlapping.

E. In early July 2020, Defendant and Plaintiff Abrego met and conferred and agreed to proceed to private mediation with well-renowned Bay Area wage and hour mediator, Jeffrey

1 Ross, on September 8, 2020 with the intention of attempting to resolve the pending claims against
2 Stericycle, Inc. and its related entities.

3 F. On September 4, 2020, Plaintiff Abrego sent an amended PAGA letter to the
4 LWDA providing notice of additional alleged facts, theories and violations against Defendant.

5 G. In the months preceding the September 8, 2020 mediation session, Defendant
6 produced hundreds of pages of relevant written policies, personnel records, a full class list, thousands
7 of pay and time records, and key data points including the number of current and former employees,
8 the number of workweeks and pay periods worked during various statutory periods and rates of pay.
9 Defendant and Plaintiff Abrego engaged in discussions and exchanged mediation briefs leading up to
10 the mediation session to ensure that each side understood the claims, defenses, groups of employees
11 and statutory periods at issue. With respect to the PAGA claims at issue, the parties' negotiations
12 expressly covered all pending claims against Defendant, and expressly took into account the number
13 of aggrieved employees and number of pay periods at issue. More specifically, Defendant advised
14 Plaintiff Abrego that between September 24, 2018 and June 29, 2020 (the date Defendant pulled the
15 data), there were approximately 1,683 non-union aggrieved employees who worked approximately
16 51,390 pay periods. After twelve hours of negotiation at the mediation, and three subsequent days of
17 further negotiation, Defendant and Plaintiff Abrego agreed to a settlement in principle pursuant to a
18 mediator's proposal. On September 11, 2020, the Defendant and Plaintiff Abrego executed a lengthy
19 Memorandum of Understanding setting forth the essential terms of the settlement agreement, and
20 Plaintiff Pichardo subsequently agreed to the terms of the settlement as well.

21 H. On September 23, 2020, Plaintiff Abrego submitted an amended PAGA letter
22 to the LWDA providing notice of additional alleged facts, theories and violations against Stericycle,
23 Inc., Stericycle Environmental Solutions, Inc., Stericycle Specialty Waste Solutions, Inc., and/or
24 Shred-it USA LLC, that were the subject of the Parties' negotiations, and providing the LWDA an
25 opportunity to investigate the alleged violations under Labor Code section 2699.3(a).

26 I. The Labor and Workforce Development Agency did not provide notice to
27 Plaintiff Abrego or Defendants of its intent to investigate the alleged violations set forth within any of
28 Plaintiff Abrego's three PAGA Letters pursuant to Labor Code section 2699.3(a)(2)(B). Similarly,

1 the Labor and Workforce Development Agency did not provide notice to Plaintiff Pichardo or
2 Defendants of its intent to investigate the alleged violations set forth within Plaintiff Pichardo's PAGA
3 Letter pursuant to Labor Code section 2699.3(a)(2)(B). Plaintiff Abrego and Plaintiff Pichardo have
4 therefore been deputized by the LWDA to pursue and resolve the claims set forth in their respective
5 PAGA letters submitted to the LWDA, as proxies for the LWDA.

6 J. In order to effectuate the instant settlement, Plaintiff Abrego shall file
7 concurrently (1) a Motion for PAGA Approval and for Preliminary Approval of Class Action
8 Settlement; and (2) a Second Amended Complaint adding the facts, theories, claims and defendants
9 identified in Plaintiff Abrego's September 4, 2020 PAGA letter to the LWDA and Plaintiff Abrego's
10 September 23, 2020 PAGA letter to the LWDA as well as Plaintiff Pichardo and the facts, theories,
11 claims and defendants identified in the *Pichardo* Action.

12 K. Plaintiff Abrego, through his counsel, represents that he has diligently pursued
13 an investigation of the proposed class members' claims against Defendant, as well as those claims
14 against Defendant brought on behalf of the State and allegedly aggrieved employees, any applicable
15 defenses, and the applicable law, including with respect to the claims set forth in Plaintiff Abrego's
16 September 4, 2020 PAGA letter and September 23, 2020 PAGA letter, and Second Amended
17 Complaint. The investigation included, *inter alia*, the exchange of information pursuant to informal
18 discovery, legal and factual research of the strengths and weaknesses of each claim, meet and confer
19 communications between Plaintiff Abrego's Counsel and Defendant's counsel in preparation for
20 mediation, review and analysis of relevant timekeeping and pay data, and exchange of mediation
21 briefs. Based on the foregoing information and on Plaintiff Abrego's Counsel's own independent
22 investigation and evaluation, Plaintiff Abrego's Counsel is of the opinion this settlement, for the
23 consideration and on the terms in this Joint Stipulation for Class Action Settlement ("Settlement" or
24 "Settlement Agreement"), which was reached after arms-length negotiations, is fair, reasonable and
25 adequate, and is in the best interest of the proposed Class, the aggrieved employees, and the State of
26 California, given all known facts and circumstances, including the risk of significant delay and
27 uncertainty associated with litigation, and various defenses asserted by Defendant.

28 L. On April 6, 2020, Defendant divested Stericycle Environmental Solutions, Inc.

1 (“ESOL”) and the employees who performed work in its Environmental Solutions business unit
2 through a stock sale to Harsco Corporation (the “ESOL divestiture”). ESOL was subsequently
3 renamed Clean Earth Environmental Solutions, Inc. Notwithstanding, this Settlement includes all
4 ESOL and Clean Earth Environmental Solutions, Inc. employees and their workweeks through the end
5 of the Settlement Class Period.

6 DEFINITIONS

7 1. “Action” means the lawsuit consisting of class and PAGA claims filed by
8 Plaintiff Abrego, entitled *Samuel Abrego v. Stericycle, Inc. et al.*, Santa Clara County Superior Court
9 Case No. 20CV365248, including the facts, theories claims and causes of action listed in any
10 Complaint, First Amended Complaint, Second Amended Complaint, the March 18, 2020 PAGA letter
11 to the LWDA, the September 4, 2020 PAGA letter to the LWDA, and the September 23, 2020 PAGA
12 letter to the LWDA and the lawsuit consisting of PAGA claims filed by Plaintiff Pichardo, entitled
13 *Miguel Pichardo v. Stericycle, Inc., et al.*, Los Angeles County Superior Court Case No.
14 20STCV01257, including the facts, theories, claims and causes of action listed in Plaintiff Pichardo’s
15 Complaint and the October 24, 2019 PAGA letter to the LWDA.

16 2. “Aggrieved Employees” shall mean, for purposes of the PAGA Claims, all
17 persons employed by Stericycle, Inc., Stericycle Environmental Solutions, Inc., Stericycle Specialty
18 Waste Solutions, Inc., and/or Shred-it USA LLC in California in a non-exempt hourly paid position
19 during the PAGA Period.

20 3. “Class List” means a list of Class Members and Aggrieved Employees that
21 Defendant will compile from its records (based on last known information) and provide to the
22 Settlement Administrator. The Class List shall be formatted as an Excel spreadsheet and shall include
23 each Class Member’s last known name; last known address; telephone number; social security
24 number, number of workweeks worked during the Settlement Class Period and number of pay periods
25 worked during the PAGA Period.

26 4. “Class Members” shall mean all persons employed by Stericycle, Inc.,
27 Stericycle Environmental Solutions, Inc., Stericycle Specialty Waste Solutions, Inc., Clean Earth
28 Environmental Solutions, Inc., and/or Shred-it USA LLC in California in a non-exempt hourly paid

1 position during the Settlement Class Period, except for individuals who have released all their claims
2 covered by this Settlement. “Class Members” shall exclude any individuals who performed work prior
3 to April 1, 2017 and who were terminated or resigned prior to September 18, 2017. Defendant
4 represents that as of June 29, 2020 the Class included approximately 2,000 Class Members.

5 5. “Class Representative Enhancement” means the amount to be paid to Plaintiff
6 Abrego in recognition of his efforts and work and risk in prosecuting the Action. Defendant agrees
7 not to oppose the Class Representative Enhancement to the extent the request does not exceed Seven
8 Thousand Dollars and No Cents (\$7,000.00), subject to Court approval. Any portion of the Class
9 Representative Enhancement not awarded to Plaintiff Abrego shall be available in the Net Settlement
10 Amount to pay “Individual Settlement Payments,” as defined below.

11 6. “Court” means the Superior Court of the State of California, County of Santa
12 Clara, or any other court taking jurisdiction of the litigation.

13 7. “Defendant” means Stericycle, Inc. and related entities, Stericycle
14 Environmental Solutions, Inc., Stericycle Specialty Waste Solutions, Inc., and Shred-it USA LLC.

15 8. “Defendant’s Counsel” means Sophia Behnia, Esq. and Colin W. Larson, Esq.
16 of Littler Mendelson, P.C.

17 9. “Effective Date” shall mean the date this Settlement is approved as provided
18 herein and the Court’s order granting Settlement Approval and entry of Final Judgment becomes final
19 and is no longer appealable. For purposes of this Settlement, the phrase “becomes final and is no
20 longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal
21 to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely
22 filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the
23 appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the
24 validity of the order and judgment, the day after the last date for filing a request for further review of
25 the order and judgment approving this Settlement passes, and no further review is requested; or (c) if
26 an appeal is filed and the order approving this Settlement is affirmed and further review of the order
27 is requested, the day after the review is finally resolved and the order and judgment approving this
28 Settlement is affirmed.

10. “Final Approval” means the Court order and judgment granting final approval of the Settlement.

11. “Gross Settlement Amount” shall be Two Million Dollars and No Cents (\$2,000,000.00), inclusive of all fees, costs and payments approved by the Court in connection with this Settlement. The Gross Settlement Amount is non-reversionary and no portion of the Gross Settlement Amount shall revert to Defendant. In no event shall Defendant be required to pay more than the Gross Settlement Amount with the exception that Defendant shall remit its share of the employer’s payroll taxes, as provided herein, in addition to the Gross Settlement Amount, and with the exception of the possible pro rata increase pursuant to the Escalator Clause discussed herein. If the number of Class Members as of June 29, 2020 exceeds 2,000 by more than 10% or the number of workweeks worked by Class Members as of June 29, 2020 exceeds 190,000 by more than 10%, Defendant shall pay an additional sum necessary to increase the Gross Settlement Amount by the percentage by which the increased Class Members or workweeks exceeds 10% of the represented Class Members or workweeks (e.g., if the actual number of Class Members is 12% higher than the represented class size through June 29, 2020, the Gross Settlement Amount shall be increased by 2%) (“Escalator Clause”). As part of the settlement process, Defendant will provide the additional number of Class Members after June 29, 2020 and the number of additional workweeks worked by Class Members after June 29, 2020.

12. “Individual Settlement Payment” shall mean Verified Class Member’s pro-rata share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks worked by the individual Class Member during the Settlement Class Period, plus his or her pro-rata share of the PAGA Employee Payment based on the number of pay periods he or she worked as an Aggrieved Employee during the PAGA Period, if any. For purposes of calculating the workweeks worked by Class Members during the Settlement Class Period, for those Class Members hired before April 1, 2017, only those workweeks on or after December 1, 2017 shall be included in the calculation. For Class Members hired after April 1, 2017, all workweeks worked during the Settlement Class Period shall be included. For Class Members who were or are ESOL and Clean Earth Environmental Services, Inc. employees, their workweeks will continue through the end of the Settlement Class

1 Period. For purposes of calculating the pay periods worked by Aggrieved Employees, all pay periods
2 worked during the PAGA Period will be included.

3 13. “Net Settlement Amount” shall be the Gross Settlement Amount after the
4 following deductions are made: (a) all costs of settlement administration performed by a settlement
5 administrator to be agreed upon by the Parties (“Administrator” or “Settlement Administrator”); (b)
6 enhancement payment to Plaintiff; (c) the PAGA Payment; and (d) costs and attorneys’ fees for
7 Plaintiffs’ Counsel.

8 14. “Notice Deadline” is the date by which a request for exclusion from the
9 Settlement or an objection by a Class Member must be submitted to the Settlement Administrator as
10 indicated by the postmark date. The Notice Deadline is the date sixty (60) calendar days after the date
11 the Notice of Pendency of Class Action Settlement is first mailed to Class Members, unless the Court
12 requires a different period, in which case the Court-ordered Notice Deadline shall apply.

13 15. “Notice of Pendency of Class Action Settlement” means the notice
14 (substantially in the form attached as “Exhibit A”) advising the Class Members of their rights under
15 this Settlement Agreement. Each Class Member’s Notice of Pendency of Class Action Settlement will
16 list, without limitation: (1) the Class Member’s periods of employment as a non-exempt hourly paid
17 employee of Defendant’s in California during the Settlement Class Period, based on Defendant’s
18 business records; (2) the Class Member’s estimated Individual Settlement Payment; (3) the claims
19 being released by the Class Member; and (4) the Notice Deadline. The estimated Individual Settlement
20 Payment listed on the Notice of Pendency of Class Action Settlement will be calculated based on the
21 assumption that all Class Members are eligible for Individual Settlement Payments, and therefore may
22 increase if one or more Class Members timely opt-out of the Action.

23 16. “PAGA Approval” means the Court order granting approval of the portion of
24 the Settlement resolving the PAGA Claims and approving the PAGA Payment.

25 17. “PAGA Claims” means the claims for civil penalties pursuant to the California
26 Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*) arising during
27 the PAGA Period asserted by Plaintiffs on behalf of the California Labor and Workforce Development
28 Agency and the Aggrieved Employees as set forth in Plaintiff Abrego’s First Amended Complaint,

1 Second Amended Complaint, Plaintiff Pichardo's Complaint, the PAGA letter Plaintiff Abrego
2 submitted to the LWDA on or about March 18, 2020, the PAGA letter Plaintiff Abrego submitted to
3 the LWDA on or about September 4, 2020, the PAGA letter Plaintiff Abrego submitted to the LWDA
4 on or about September 23, 2020 and the PAGA letter Plaintiff Pichardo submitted to the LWDA on
5 or about October 24, 2019.

6 18. "PAGA Payment" means the amount to be paid to the California Labor and
7 Workforce Development Agency and the Aggrieved Employees under California Labor Code section
8 2699, subd. (i) for resolution of the PAGA Claims set forth in Plaintiff Abrego's First Amended
9 Complaint, Second Amended Complaint, Plaintiff Pichardo's Complaint, Plaintiff Abrego's March 18,
10 2020 PAGA letter to the LWDA, Plaintiff Abrego's September 4, 2020 PAGA letter to the LWDA,
11 Plaintiff Abrego's September 23, 2020 amended PAGA letter to the LWDA and Plaintiff Pichardo's
12 October 24, 2019 PAGA letter to the LWDA. The Parties have negotiated and agreed that the Gross
13 Settlement Amount of Five Hundred Thirteen Thousand Nine Hundred Dollars and No Cents
14 (\$513,900.00) in penalties shall be allocated to the PAGA Payment. In accordance with Labor Code
15 section 2699, subd. (i), 75%, of the PAGA Payment, or Three Hundred Eighty-Five Thousand Four
16 Hundred Twenty-Five Dollars and No Cents (\$385,425.00) shall be paid from the Gross Settlement
17 Amount to the LWDA ("PAGA LWDA Payment"), and 25% of the PAGA Payment, or One Hundred
18 Twenty-Eight Thousand Four Hundred Seventy-Five Dollars and No Cents (\$128,475.00), shall be
19 paid from the Gross Settlement Amount to the Aggrieved Employees ("PAGA Employee Payment")
20 pursuant to the terms of Paragraph 3.3 of the Terms of Agreement.

21 19. "PAGA Period" means the period September 24, 2018 through November 27,
22 2020.

23 20. "PAGA Representative Enhancement" means the amount to be paid to Plaintiff
24 Pichardo in recognition of his efforts and work and risk in prosecuting the Action. Defendant agrees
25 not to oppose PAGA Representative Enhancement to the extent the request does not exceed Five
26 Thousand Dollars and No Cents (\$5,000.00), subject to Court approval. Any portion of the PAGA
27 Representative Enhancement not awarded to Plaintiff Pichardo shall be available in the Net Settlement
28 Amount to pay "Individual Settlement Payments," as defined below.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

21. “Parties” means Plaintiffs and Defendant, collectively.

22. “Pay Period Payment” shall mean an Aggrieved Employee’s pro-rata share of the PAGA Employee Payment, based on the number of pay periods worked by the Aggrieved Employee during the PAGA period.

23. “Plaintiffs” means Samuel Abrego and Miguel Pichardo.

24. “Plaintiffs’ Counsel” means Kashif Haque, Esq., Samuel A. Wong, Esq., Jessica L. Campbell, Esq., and Carolyn M. Bell, Esq. of Aegis Law Firm, PC and Zachary Crosner, Michael Crosner, J. Kirk Donnelly, and Blake R. Jones of Crosner Legal, PC.

25. “Plaintiffs’ Counsel Award” means the attorneys’ fees and costs agreed upon by the Parties and approved by the Court for Plaintiffs’ Counsel’s litigation and resolution of the Action, including, but not limited to, fees and costs associated with investigating and prosecuting the Action, documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of the Judgment granting Final Approval of the Settlement, handling any appeal of the Judgment finally approving the Settlement, and expenses for any consultants and/or experts. The Plaintiffs’ Counsel Award shall not include Settlement Administration Costs. Subject to Court approval, Plaintiffs’ Counsel Award shall be up to one-third (1/3) of the Gross Settlement Amount (estimated at Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666,666.67) if the Gross Settlement Amount is \$2,000,000.00), plus Plaintiffs’ Counsel’s costs and expenses, subject to proof and not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00). Defendant and its counsel shall not object to, or otherwise oppose, a request for the Plaintiffs’ Counsel Award that is not inconsistent with the amounts stated herein, subject to the Court finally approving this Settlement Agreement and subject to the exhaustion of any appeals. To the extent the Court awards less than the requested fees and/or costs and expenses to Plaintiffs’ Counsel, the amounts reduced shall be available in the Net Settlement Amount to pay “Individual Settlement Payments,” as defined below.

26. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement.

27. “Released Claims” shall mean and include all claims that were or could be asserted based on the facts alleged in Plaintiff Abrego’s Complaint, First Amended Complaint, Second Amended Complaint, Plaintiff Pichardo’s Complaint, the PAGA letter Plaintiff Abrego submitted to the LWDA on or about March 18, 2020, the PAGA letter Plaintiff Abrego submitted to the LWDA on or about September 4, 2020, the PAGA letter Plaintiff Abrego submitted to the LWDA on or about September 23, 2020 and the PAGA letter Plaintiff Pichardo submitted to the LWDA on or about October 24, 2019, including all claims for wages, premiums, business expenses, statutory and civil penalties, damages and liquidated damages, interest, fees and costs arising out of or related to, the facts, theories, allegations and claims set forth in the foregoing complaints, amended complaints and PAGA letters. By way of summary, the Released Claims include: (1) failure to provide business expense reimbursements (Labor Code section 2802); (2) failure to maintain accurate time and pay records (Labor Code sections 1174, 1174.5, 1198-99 and the applicable Wage Order); (3) failure to timely pay all wages during employment (Labor Code section 204); (4) failure to pay wages upon separation of employment pursuant (Labor Code sections 201, 202, 203, 210 and 256, and the applicable Wage Order); (5) failure to provide one day’s rest in seven (Labor Code sections 551-552); (6) failure to pay for the cost of physical examinations and drug testing (Labor Code section 222.5); (7) denial or withholding of wages due (Labor Code section 216, 222); (8) payment of wages lower than required by statute (Labor Code section 223); (9) unlawful non-solicitation agreements (Labor Code section 432.5 and Business and Professions Code section 16600); (10) failure to pay overtime (Labor Code sections 218.5, 510, 511, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198-1199 and the applicable Wage Order); (11) failure to pay minimum wages (Labor Code Sections 218.5, 1182.12, and 1194-1199 and the applicable Wage Order); (12) failure to provide and record meal periods (Labor Code sections 226.7, 512, and 1198 and the applicable Wage Order); (13) failure to authorize and permit rest periods (Labor Code sections 226.7 and 1198 and the applicable Wage Order); (14) failure to provide and maintain accurate wage statements (Labor Code section 226(a), 226.3, 1174, 1174.5 and 1198 and the applicable Wage Order); (15) failure to provide notice of paid sick leave rights (Labor Code Section 233, 234, 245-248.5, 2810.5; (16) unlawful deductions from wages (Labor Code section 221); and (17) violations of the California Private Attorneys’ General Act of 2004 (“PAGA”)

1 based on the foregoing claims.

2 28. “Released Parties” as referenced herein and as released in the Settlement shall
3 collectively mean: Defendant Stericycle, Inc., and each of Defendant’s respective past, present and
4 future officers, directors, employees, shareholders, agents, trustees, representatives, attorneys,
5 insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns,
6 including any individual or entity that could be jointly liable with Defendant, including but not limited
7 to Stericycle Environmental Solutions, Inc., Clean Earth Environmental Solutions, Inc., Stericycle
8 Specialty Waste Solutions, Inc., Shred-It USA LLC and Harsco Corporation and each of their
9 respective past, present and future officers, directors, employees, shareholders, agents, trustees,
10 representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors,
11 successors, assigns.

12 29. “Settlement” or “Settlement Agreement” means this Joint Stipulation for Class
13 Action Settlement, which is made and entered into by and between the Parties.

14 30. “Settlement Administrator” means Simpluris, Inc. or any other experienced
15 third-party class action Settlement Administrator approved of by the Parties and approved of by the
16 Court to administer this Settlement. The Parties each represent they have no financial interest in the
17 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
18 creates a conflict of interest.

19 31. “Settlement Administration Costs” means the cost payable from the Gross
20 Settlement Amount to the Settlement Administrator for administering this Settlement. This includes,
21 but is not limited to, processing and mailing payments to Plaintiffs, Plaintiffs’ Counsel, Verified Class
22 Members, printing and mailing the Notice Packets to the Class Members as directed by the Court;
23 receiving and reporting the Requests for Exclusion; providing declaration(s) as necessary in support
24 of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree
25 or the Court orders the Settlement Administrator to perform. The Settlement Administration Costs
26 shall not exceed Twenty Thousand Dollars and No Cents (\$20,000.00). Settlement Administration
27 Costs not awarded by the Court shall be distributed to the Verified Settlement Class Members from
28 the Net Settlement Amount.

32. “Settlement Class Period” means the period March 18, 2016 through November 27, 2020. Defendant represents that there were approximately 190,000 workweeks worked by Class Members during the Settlement Class Period through June 29, 2020.

33. “Verified Class Members” includes all Class Members who do not timely opt-out of the Action.

34. “Workweek Payment” shall mean Verified Class Member’s pro-rata share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks worked by the individual Settlement Class Member during the Settlement Class Period.

TERMS OF AGREEMENT

1. General.

1.1 Incorporation of Recitals and Definitions into Terms of Settlement Agreement.

The Parties agree that all of the “Recitals” and “Definitions” referenced hereinabove in this Settlement Agreement are incorporated by reference into this Settlement Agreement as material terms of this Settlement Agreement.

1.2 Terms of Settlement Agreement Subject to Conditional Class Certification and Court Approval. This Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of all Class Members, and Defendant, and subject to the terms and conditions hereof, and the Court’s PAGA Approval, and the Court’s Preliminary and Final Approval. All terms in this Settlement Agreement are subject to Court approval and conditional class certification for settlement purposes only. Plaintiff Abrego shall move the Court for PAGA Approval at the same time Plaintiff Abrego moves the Court for Preliminary Approval of the Class Settlement. Should the Court, or any other court taking jurisdiction of this matter, decline to substantially approve all material aspects of the Settlement, refuse to grant PAGA Approval, conditionally certify the Class for purposes of the Class Settlement substantially as defined in this Settlement Agreement (although insubstantial and non-substantive differences of wording of the definition of the Class shall have no effect on this Settlement Agreement), fail to grant Preliminary Approval or Final Approval of the Class Settlement, or for any reason determine that Final Judgment shall not be entered in the Action, the Parties shall work in good faith to remedy any concerns of the Court in its failure to approve all material aspects of

1 the Settlement, grant PAGA Approval, conditionally certify the Class for purposes of the Class
2 Settlement, grant Preliminary Approval or Final Approval of the Class Settlement, or determine that
3 Final Judgment shall not be entered in the Action. After the Parties have exhausted their good faith
4 efforts and have complied with the instructions and/or guidance from the Court, and the Court fails to
5 approve all material aspects of the Settlement, grant PAGA Approval, conditionally certify the Class
6 for purposes of the Class Settlement, grant Preliminary Approval or Final Approval of the Class
7 Settlement, or determine that Final Judgment shall not be entered in the Action, Defendant shall have
8 no obligation to make payment of the Gross Settlement Amount or any portion thereof; the Parties
9 shall pay the Settlement Administrator for work performed up to that point, which shall be split evenly
10 between the Parties; and the litigation will restart as if no Settlement Agreement had been made, with
11 the Parties being restored to their positions at the time of the execution of the MOU.

12 1.3 Settlement Agreement Contingent on Plaintiff Abrego's Filing of Second
13 Amended Complaint. This Settlement shall be contingent upon Plaintiff Abrego filing concurrently
14 with its Motion for Preliminary Approval, a Second Amended Complaint with the Santa Clara County
15 Superior Court adding those facts, theories, claims and defendants set forth in Plaintiff Abrego's
16 September 4, 2020 PAGA letter and September 23, 2020 PAGA letter, adding Plaintiff Pichardo and
17 the facts, theories, claims and defendants set forth in Plaintiff Pichardo's Complaint and Plaintiff
18 Pichardo's October 24, 2019 PAGA Letter.

19 2. Defendant's Obligations Under the Settlement Agreement.

20 2.1 Gross Settlement Amount. Within fifteen (15) calendar days after the Effective
21 Date, and in consideration for the releases and other terms described herein, Defendant shall pay the
22 Gross Settlement Amount to the Settlement Administrator, which will be used: (1) to satisfy the claims
23 of all Verified Class Members; (2) to satisfy the Court-approved Class Representative Enhancement
24 in an amount not to exceed Seven Thousand Dollars and No Cents (\$7,000.00) to Plaintiff Abrego; (3)
25 to satisfy the Court-approved PAGA Representative Enhancement in an amount not to exceed Five
26 Thousand Dollars and No Cents (\$5,000.00) to Plaintiff Pichardo; (4) to satisfy the PAGA Payment
27 to the LWDA and the Aggrieved Employees; (5) to pay the Settlement Administration Costs as
28 approved by the Court; and (6) to pay the Plaintiffs' Counsel Award as approved by the Court. The

1 Individual Settlement Payments paid to Verified Class Members and Aggrieved Employees shall be
2 reported by the Settlement Administrator at the appropriate time by IRS W-2 and IRS Form 1099, as
3 required by applicable state and/or federal law.

4 2.1.1 Class Representative Enhancement. In exchange for the General Release
5 detailed herein, the release of all Released Claims, and in recognition of Plaintiff Abrego's risk, time
6 and effort in bringing and prosecuting the Action on behalf of the Class Members, Defendant agrees
7 not to object to the Class Representative Enhancement not to exceed Seven Thousand Dollars and No
8 Cents (\$7,000.00). The Class Representative Enhancement shall be reported by the Settlement
9 Administrator by an IRS Form 1099, without withholdings or deductions. The Class Representative
10 Enhancement shall be in addition to the Plaintiff Abrego's Individual Settlement Payment. However,
11 if the Court awards less than the requested Class Representative Enhancement, Plaintiff Abrego agrees
12 to accept the Court's award as final and binding and any reductions by the Court to the Class
13 Representative Enhancement shall not be a basis for Plaintiff Abrego to object to or otherwise not be
14 bound by this Settlement Agreement. Any reduction in the amount of the Class Representative
15 Enhancement by the Court shall remain in the Net Settlement Amount. Plaintiff Abrego shall be solely
16 and legally responsible to pay any and all applicable employee-side taxes on his Class Representative
17 Enhancement and shall indemnify and hold harmless Defendant and Plaintiffs' Counsel from any
18 claim or liability for taxes, penalties, and/or interest arising as a result of the payment, including any
19 resulting taxes, penalties, and interest deemed payable by Defendant.

20 2.1.2 PAGA Representative Enhancement. In exchange for the General Release
21 detailed herein, the release of all Released Claims, and in recognition of Plaintiff Pichardo's risk, time
22 and effort in bringing and prosecuting the Action, Defendant agrees not to object to the PAGA
23 Representative Enhancement not to exceed Five Thousand Dollars and No Cents (\$5,000.00). The
24 PAGA Representative Enhancement shall be reported by the Settlement Administrator by an IRS Form
25 1099, without withholdings or deductions. The PAGA Representative Enhancement shall be in
26 addition to the Plaintiff Pichardo's Individual Settlement Payment. However, if the Court awards less
27 than the requested PAGA Representative Enhancement, Plaintiff Pichardo agrees to accept the Court's
28 award as final and binding and any reductions by the Court to the PAGA Representative Enhancement

1 shall not be a basis for Plaintiff Pichardo to object to or otherwise not be bound by this Settlement
2 Agreement. Any reduction in the amount of the PAGA Representative Enhancement by the Court
3 shall remain in the Net Settlement Amount. Plaintiff Pichardo shall be solely and legally responsible
4 to pay any and all applicable employee-side taxes on his PAGA Representative Enhancement and shall
5 indemnify and hold harmless Defendant and Plaintiffs' Counsel from any claim or liability for taxes,
6 penalties, and/or interest arising as a result of the payment, including any resulting taxes, penalties,
7 and interest deemed payable by Defendant.

8 2.1.3 Settlement Administration Costs. The Settlement Administrator shall be paid
9 for the costs of administration of the Settlement, and distribution of all payments from the Gross
10 Settlement Amount, including but not limited to the calculation and withholding of employee-paid
11 taxes from all gross amounts for all Individual Settlement Payments and all other responsibilities
12 delegated to the Settlement Administrator in this Settlement Agreement or ordered by the Court. The
13 maximum payment for the Settlement Administration shall not exceed Twenty Thousand Dollars and
14 No Cents (\$20,000). No fewer than fifteen (15) calendar days prior to the hearing for Final Approval,
15 the Settlement Administrator shall provide the Court and all counsel for the Parties with a statement
16 detailing the Settlement Administration process and costs. The Parties agree to cooperate in the
17 settlement administration process and to make all reasonable efforts to control and minimize the costs
18 and expenses in the administration of the Settlement. The Parties each represent they have no financial
19 interest in the Settlement Administrator. The Settlement Administrator shall be responsible for those
20 tasks listed in Paragraph 3 below. The Settlement Administrator shall keep the Parties timely apprised
21 of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports,
22 tax forms, tax filings, or other tax documents required by administration of this Agreement shall be
23 prepared by the Settlement Administrator. Any expenses in connection with such preparation shall be
24 a cost of administration of the Settlement. The Settlement Administrator shall be paid the Settlement
25 Administration Costs, as approved by the Court, within fifteen (15) calendar days after Defendant
26 funds the Gross Settlement Amount.

27 2.1.4 Net Settlement Amount. The portion of the Gross Settlement Amount
28 remaining after payment of the Class Representative Enhancement, PAGA Representative

Enhancement, Settlement Administration Costs, the PAGA Payment, and Plaintiffs' Counsel Award shall be available for distribution to Verified Class Members in accordance with Paragraph 3.3.

2.2 Payment of Plaintiffs' Counsel Award. Defendant agrees not to oppose or impede any application or motion by Plaintiffs' Counsel for a Plaintiffs' Counsel Award not to exceed one-third (1/3) of the Gross Settlement Amount, estimated to be Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$666,666.67) (based on a Gross Settlement Amount of \$2,000,000), plus costs and actual expenses subject to proof not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00), to be paid out of the Gross Settlement Amount. The Settlement Administrator will pay to Plaintiffs' Counsel the Court-approved Plaintiffs' Counsel Award, in the amount approved by the Court, within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount. Plaintiffs' Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made under this Paragraph. The Settlement Administrator shall issue IRS Form 1099 – MISC, Box 14 for the Plaintiffs' Counsel Award.

2.3 Attorneys' Fees and Costs. Except as set forth herein, each side shall bear its own costs and attorneys' fees.

3. Settlement Administration Process.

3.1 Notice Procedure for Class Members. The Settlement Administrator shall be responsible for the following notice procedure that shall be used to provide the requisite information to Class Members about the Class Settlement. No separate notice shall be sent to Aggrieved Employees as there is no provision for Aggrieved Employees to opt-out of the PAGA settlement.

3.1.1 Delivery of the Class List. Within five (5) calendar days after Preliminary Approval, Defendant shall provide the Class List to the Settlement Administrator. The Class List shall remain confidential and shall not be disclosed to anyone or used for any purpose, except to carry out reasonable efforts described below, or under express written authorization by the Defendant, or by order of the Court.

3.1.2 Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after the delivery of the Class List, the Settlement Administrator shall perform an electronic address search using the National Change of Address Database or a similar tool, and shall send the Notice of Pendency

1 of Class Action Settlement to all Class Members via regular First Class U.S. Mail, using the most
2 current mailing addresses identified.

3 3.1.3 Request for Exclusion Procedure. Every Class Member shall be a Verified
4 Class Member, entitled to an Individual Payment Amount and bound by the terms and conditions of
5 this Settlement Agreement and by the Court's Orders related hereto unless the Class Member properly
6 excludes himself or herself from the Settlement no later than the Notice Deadline. The Notice of
7 Pendency of Class Action Settlement shall provide Class Members with instructions on how to request
8 exclusion from this Settlement. To be excluded, Class Members must submit an opt out request in
9 writing, signed by the Class Member seeking exclusion from the Settlement, and postmarked on or
10 before the Notice Deadline. Such written request for exclusion must contain the name, address,
11 telephone number of the Class Member requesting exclusion. The request for exclusion must
12 additionally state, in substance:

13 I have read and fully understand the Notice of Pendency of Class Action
14 Settlement and I wish to opt out of the Action and settlement.

15 Class Members may consult counsel regarding the exclusion from the Settlement. The written request
16 for exclusion, however, must be personally signed by the Class Member who seeks to opt out. No
17 Class Member may opt out by a request signed by an actual or purported agent or attorney acting on
18 behalf of the Class Member. No opt-out request may be made on behalf of a group of Class Members.
19 Any Class Member who requests exclusion from the Settlement will not be entitled to an Individual
20 Settlement Payment and will not be bound by the Settlement Agreement or have any right to object,
21 appeal, or comment in Court thereon. Class Members who fail to submit a valid and timely request
22 for exclusion on or before the Notice Deadline shall be bound by all terms of the Settlement Agreement
23 and the Order and Final Judgment as Verified Class Members.

24 3.1.4 Defendant's Option to Terminate Settlement. If seven percent (7%) or more of
25 all of the Class Members request to be excluded from the Settlement, Defendant shall have, in its sole
26 discretion, the option to rescind this Settlement Agreement. Defendant must exercise this right to
27 rescind in writing to Plaintiffs' Counsel within fourteen (14) calendar days after the Settlement
28 Administrator notifies the Parties of the total number of valid exclusions.

1 3.1.5 Objections. Only Verified Class Members may object to the Settlement. To
2 object, a Verified Class Member may submit a written objection to the Settlement Administrator no
3 later than the Notice Deadline, stating why he or she objects to the Settlement. If a Verified Class
4 Member elects to submit a written objection, the written objection should state all objections the
5 Verified Class Member wishes to assert and the complete factual basis therefore. Plaintiffs' Counsel
6 and Defense Counsel may, before the hearing for Final Approval, file responses to any written
7 objections submitted. At no time shall any of the Parties or their counsel seek to solicit or otherwise
8 encourage Verified Class Members to submit written objections to the Settlement Agreement or appeal
9 from the Order and Final Judgment. Because of the inherent conflict that would result, neither
10 Plaintiffs' Counsel nor Defendant's Counsel shall represent any Verified Class Members with respect
11 to any objections to or appeals of this Settlement.

12 3.1.6 Employment Date Disputes. Each Class Member's individualized employment
13 date information (i.e., the dates during which a Class Member was employed by Defendant in a non-
14 exempt hourly paid position in California during the Settlement Class Period) based on Defendant's
15 business records will be provided in the Notice of Pendency of Class Action Settlement. Class
16 Members will have the opportunity, should they disagree with Defendant's records regarding their
17 employment date information in the Notice of Pendency of Class Action Settlement, to provide
18 documentation and/or an explanation to show different employment date(s) during the Settlement
19 Class Period. If there is a dispute or contrary evidence, the Settlement Administrator may consult with
20 the Parties to determine whether an adjustment is warranted. If Plaintiffs' Counsel and Defendant's
21 Counsel cannot agree, the Settlement Administrator shall make a determination consistent with this
22 Settlement Agreement, subject to either Party's right to petition the Court to resolve the dispute.

23 3.1.7 Procedure for Lost and Undeliverable Notices. Within three (3) business days
24 upon request by the Class Member, but only if the request is made before the Notice Deadline, the
25 Settlement Administrator shall re-mail any Notice of Pendency of Class Action Settlement. Any
26 Notice of Pendency of Class Action Settlement returned to the Settlement Administrator as non-
27 delivered on or before the Notice Deadline shall be sent to the forwarding address affixed thereto. If
28 no forwarding address is provided, within three (3) business days, the Settlement Administrator shall

1 attempt to determine a correct address using a skip-trace, or other search using the name, address
2 and/or Social Security number of the Class Member, and shall re-mail the Notice of Pendency of Class
3 Action Settlement. If, after performing a skip-trace search, the Notice of Pendency of Class Action
4 Settlement is still returned to the Settlement Administrator as non-deliverable, that individual will be
5 deemed a Verified Class Member for purposes of the Released Claims, and the Settlement
6 Administrator will have no further obligation to obtain the Class Member's current address, but such
7 Verified Class Member will not be sent an Individual Settlement Payment. The deadline to submit an
8 exclusion request for any Class Member who is re-mailed a Notice of Pendency of Class Action
9 Settlement shall be the initial Notice Deadline or fifteen (15) calendar days after the date of the re-
10 mailing, whichever is later. There shall be no obligation to re-mail a Notice of Pendency of Class
11 Action Settlement more than one (1) time.

12 3.2 Determination of Individual Settlement Payments. The Settlement
13 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
14 Payments under this Settlement Agreement. Should any question arise regarding the determination of
15 eligibility for participation in the Settlement or the amount of any Individual Settlement Payment that
16 are not resolved by the Settlement Administrator, Plaintiffs' Counsel and Defendant's Counsel will
17 meet and confer in an attempt to reach an agreement. Any unresolved disputes concerning the
18 administration of the Settlement Agreement will be resolved by the Court, under the laws of the State
19 of California.

20 3.3 Calculation of Individual Settlement Payments.

21 3.3.1. Calculation of Individual Settlement Payments for Class Members. The Net
22 Settlement Amount shall be distributed as follows: (1) the Administrator shall calculate the total
23 number of workweeks for which all Verified Class Members worked for Defendant during the
24 Settlement Class Period in a non-exempt hourly position in California ("Total Workweeks Worked");
25 (2) the Administrator shall calculate the amount to be paid per workweek worked ("Workweek
26 Amount") by dividing the Net Settlement Amount less the PAGA Employee Payment by the Total
27 Workweeks Worked; (3) the Administrator shall calculate each Verified Class Member's Workweek
28 Payment by multiplying the Workweek Amount by the total workweeks worked by a particular

1 Verified Class Member during the Settlement Class Period. The number of workweeks will be derived
2 from the hire and termination dates and payroll data in Defendant's records to be supplied to the
3 Settlement Administrator.

4 3.3.1.1. Tax Allocation of Class Settlement Payments. Forty-five percent (45%) of
5 each Individual Settlement Payment shall be characterized for tax purposes as wages reported on an
6 IRS Form W-2 and subject to all legally required withholdings and deductions, ten percent (10%) shall
7 be characterized as interest reported on an IRS Form 1099 and not subject to withholdings or
8 deductions, and forty-five percent (45%) shall be characterized as penalties reported on an IRS Form
9 1099 and not subject to withholdings or deductions. The employee portion of the taxes on the wage
10 portion of the Individual Settlement Payments will be withheld from the Individual Settlement
11 Payments in accordance with applicable law. Employer payroll taxes shall be paid separately by
12 Defendant and shall not be paid from any portion of the Gross Settlement Amount.

13 3.3.2. Calculation of Individual Settlement Payments for Aggrieved Employees.
14 Pursuant to Labor Code section 2699(i), 25% of the \$513,900.00 PAGA Payment, i.e., \$128,475.00,
15 shall be distributed to the Aggrieved Employees as the PAGA Employee Payment as follows: (1) the
16 Administrator shall calculate the total number of pay periods for which all Aggrieved Employees
17 worked for Defendant during the PAGA Period in a non-exempt hourly position in California ("Total
18 Pay Periods Worked"); (2) the Administrator shall calculate the amount to be paid per pay period
19 worked ("Pay Period Amount") by dividing the PAGA Employee Payment by the Total Pay Periods
20 Worked; (3) the Administrator shall calculate each Aggrieved Employee's Pay Period Payment by
21 multiplying the Pay Period Amount by the Total Pay Periods by a particular Aggrieved Employee.
22 The number of pay periods will be derived from the hire and termination dates and payroll data in
23 Defendant's records to be supplied to the Settlement Administrator. The Individual Settlement
24 Payments for Aggrieved Employees shall be treated as civil penalties, as reported on an IRS Form
25 1099.

26 3.3.3. Payments To Class Do Not Trigger Additional or Derivative Payments. It is
27 expressly understood and agreed that the receipt of Individual Settlement Payments will not entitle
28 any Verified Class Member to additional or derivative compensation or benefits under any company

1 bonus or other compensation or benefit plan or agreement in place during the period covered by the
2 Settlement, nor will it entitle any Verified Class Member to any increased retirement, 401k benefits
3 or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the
4 settlement awards provided for in this Agreement are the sole payments to be made by Defendant to
5 the Verified Class Members, and that the Verified Class Members are not entitled to any additional or
6 derivative compensation or benefits as a result of having received the settlement awards
7 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
8 that might have been in effect during the period covered by this Settlement).

9 3.4 Payment of Settlement Amounts. The Settlement Administrator shall have the
10 authority and obligation to make all payments, credits and disbursements, calculated in accordance
11 with the methodology set out in this Settlement Agreement and orders of the Court. No person shall
12 have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Members, Plaintiffs' Counsel
13 or the Settlement Administrator based on distributions and payments made under this Settlement
14 Agreement. Individual Settlement Payment checks which are not negotiated within one hundred
15 eighty (180) calendar days after the date they are mailed shall be distributed pursuant to California
16 Code of Civil Procedure § 384 with 100% of the amount being distributed to Legal Aid at Work as
17 the *cy pres* recipient agreed upon by the Parties. Any interest payment required by Code of Civil
18 Procedure § 384 shall be deducted from the proceeds of any uncashed checks, and in any event shall
19 not increase the Gross Settlement Amount.

20 3.5 Timing of Distribution. Fifteen (15) calendar days after the Effective Date,
21 Defendant shall provide to the Settlement Administrator the Gross Settlement Amount plus all
22 employer payroll taxes. Within fifteen (15) calendar days after the Settlement Administrator's receipt
23 of the Gross Settlement Amount, the Settlement Administrator will disburse the Individual Settlement
24 Payments, the PAGA LWDA Payment, the PAGA Aggrieved Employee Payment, the Court-approved
25 Class Representative Enhancement, the Court-approved PAGA Representative Enhancement, the
26 Court-Approved Plaintiffs' Counsel Award and the Settlement Administration Costs.

27 4. Settlement Administrator's Reports. Not more than ten (10) calendar days
28 following the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and

1 Plaintiffs' Counsel a report showing: (i) the number of Class Members who have submitted valid
2 exclusion requests; and (ii) the Individual Settlement Payments owed to each Verified Class Member,
3 but the information provided to Plaintiffs' Counsel shall not contain the names of Class Members.
4 Consistent with the terms of this Settlement, the Settlement Administrator shall timely provide such
5 reports, statements, and declarations as are requested by the Parties for purposes of seeking Final
6 Approval of the Settlement. Upon completion of administration of the Settlement, the Settlement
7 Administrator shall provide written certification of such completion to counsel for all Parties and the
8 Court, if requested by the Parties.

9 5. Release of Class, PAGA and Individual Claims.

10 5.1 Release of Class Claims by Verified Class Members: Upon the occurrence of
11 the Effective Date and Defendant's full payment of all sums required herein, Plaintiffs and all Verified
12 Class Members will release acquit, and forever discharge Released Parties of all Released Claims
13 arising during the Settlement Class Period. Upon the Effective Date, Verified Class Members shall
14 be bound by this Settlement Agreement and the Court's orders related to the Action.

15 5.2 Release of Claims by Plaintiffs, the Aggrieved Employees and the LWDA:
16 Upon the PAGA Approval, (i) Plaintiffs, in their capacity as private attorney generals for, and proxies
17 or agents of, the California LWDA; (ii) all Class Members who are also Aggrieved Employees, and
18 (iii) the LWDA, as the real party in interest, shall irrevocably release, acquit, and forever discharge
19 the Released Parties of all Released Claims, including all PAGA Claims, arising during the PAGA
20 Period. Upon the Effective Date, Aggrieved Employees and the LWDA shall be bound by this
21 Settlement Agreement and the Court's orders related to the Action.

22 5.3 General Releases by Plaintiffs Samuel Abrego and Miguel Pichardo Only.
23 Plaintiffs acknowledge that they have voluntarily resigned their employment with Stericycle. Subject
24 to the occurrence of the Effective Date and Defendant's full payment of all sums required herein,
25 Plaintiffs Samuel Abrego and Miguel Pichardo shall release their Released Claims against the
26 Released Parties, and make the additional following General Releases against the Released Parties:
27 As a condition of receiving the Class Representative Enhancement and as a condition of receiving the
28 PAGA Representative Enhancement, Plaintiff Abrego and Plaintiff Pichardo respectfully, provide a

1 full and final release as follows:

2 (a) Plaintiffs, and their respective agents, attorneys, representative, heirs,
3 successors, assigns, and each and all of them, hereby release, acquit, and forever discharge the
4 Released Parties of and from any and all obligations, debts, claims, liabilities, demands, and causes of
5 action of every kind, nature and description whatsoever, whether or not now known, suspected or
6 claimed, which they ever had, now have or may hereafter acquire, by reason of their employment with
7 Defendant or any other matter accruing from the beginning of time until the date of their signatures
8 on this Settlement Agreement, including more particularly, but without limiting the foregoing, the
9 following:

10 (i) claims asserted, directly or indirectly, impliedly or inferentially,
11 in the Action, or that may or could have been asserted in any cause of action or claim therein;

12 (ii) claims arising out of or in any way, directly or indirectly,
13 connected with Plaintiffs' employment with Defendant or any Released Party, including, but not
14 limited to, any claims arising under any federal, state or local law, statute, ordinance, rule or regulation
15 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
16 VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with
17 Disabilities Act ("ADA"); the Family and Medical Leave Act ("FMLA"); the Employee Retirement
18 Income Security Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair
19 Employment and Housing Act ("FEHA"); all claims for wages or penalties under the Fair Labor
20 Standards Act ("FLSA"); all claims for wages or penalties under the California Labor Code; Business
21 and Professions Code sections 17200 et seq.; all laws relating to violation of public policy, retaliation,
22 or interference with legal rights; any and all other employment or discrimination laws; whistleblower
23 claims; any tort, fraud or constitutional claims; and any breach of contract claims or claims of
24 promissory estoppel. It is agreed this is a general release and is to be broadly construed as a release
25 of all claims; provided that, notwithstanding the foregoing, this paragraph expressly includes no
26 release of any claims that cannot be legally released. Plaintiffs warrants they are not not aware of any
27 business expenses incurred by them during his employment with Defendant for which they have not
28 been fully reimbursed. If a claim is not subject to release, to the extent permitted by law, Plaintiffs

1 waive any right or ability to be a class or collective action representative or to otherwise participate in
2 any putative or certified class, collective or multi-party action or proceeding based on such a claim in
3 which any Released Party is a party;

4 (iii) claims for attorneys' fees, and costs of prosecution except as set
5 forth in this Settlement Agreement.

6 (b) With respect to the General Release, Plaintiffs Abrego stipulate and
7 agree that, upon the Effective Date, Plaintiffs shall be deemed to have, and by operation of the Final
8 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
9 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
10 provision under federal or state law, which provides:

11 A general release does not extend to claims that the creditor or releasing
12 party does not know or suspect to exist in his or her favor at the time of
13 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.

14 Plaintiffs may hereafter discover facts in addition to or different from those they now know or believe
15 to be true with respect to the subject matter of the General Release, but Plaintiffs upon the Effective
16 Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and
17 forever settled and released any and all of the claims released pursuant to the General Release whether
18 known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
19 heretofore have existed upon any theory of law or equity now existing or coming into existence in the
20 future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or
21 a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
22 different or additional facts.

23 (c) Nothing in this settlement agreement, including, but not limited to, the
24 release of claims and confidentiality provisions, will prevent Plaintiffs from filing a charge or
25 complaint with, reporting possible violations of any law or regulation, making disclosures to, and/or
26 participating in any investigation or proceeding conducted by the United States Equal Employment
27 Opportunity Commission, National Labor Relations Board, and/or any other federal, state or local
28 agency charged with the enforcement of any laws, although by signing this release, Plaintiffs are

1 waiving rights to individual relief based on claims asserted in such a charge or complaint, except where
2 such a waiver of individual relief is prohibited.

3 (d) Nothing in this Settlement Agreement, including Plaintiffs' General
4 Release, shall affect Plaintiff Abrego's claim before the Workers' Compensation Appeals Board, Case
5 No. ADJ12895647 or the settlement of that claim.

6 6. Dismissal Of Pichardo Action. Within ten (10) days of the occurrence of the
7 Effective Date and Defendant's full payment of all sums required herein, Plaintiff Pichardo shall file
8 a Request for Dismissal with Prejudice of the action entitled *Miguel Pichardo v. Stericycle, Inc., et*
9 *al.*, Los Angeles County Superior Court Case No. 20STCV01257.

10 7. Settlement Approval Process.

11 7.1 Preliminary Settlement Hearing. Plaintiffs shall request a hearing before the
12 Court for Preliminary Approval of the Settlement Agreement, including but not limited to, a request
13 for the entry of an Order for certification of the Class for settlement purposes only and setting a date
14 for a Final Approval/Settlement Fairness Hearing. The Order shall provide for the Notice of Pendency
15 of Class Action Settlement to be sent to Class Members in a manner consistent with the terms of this
16 Settlement Agreement. In conjunction with this hearing, Plaintiffs will submit this Settlement
17 Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of
18 Pendency of Class Action Settlement, attached hereto as Exhibit A. Plaintiffs' Counsel shall also
19 prepare a request for PAGA Approval to be included in Plaintiffs' motion for preliminary approval of
20 class action settlement, and to be heard on the same date as Plaintiffs' motion for preliminary approval
21 of class action settlement. Plaintiffs will provide notice to the LWDA of this settlement at the time
22 Plaintiffs file their motion for Preliminary Approval.

23 7.2 No Solicitation of Settlement Objections or Exclusions. Plaintiffs and
24 Plaintiffs' Counsel shall support the Settlement and take such steps as are reasonably necessary to
25 effectuate the Settlement. Neither Plaintiffs nor Plaintiffs' Counsel shall directly or indirectly
26 encourage Class Members to opt out of or object to the Settlement. The Parties agree to use their best
27 efforts to carry out the terms of this Settlement Agreement. At no time shall any of the Parties or their
28 counsel, solicit, seek to solicit or otherwise encourage Class Members to exclude themselves from the

1 settlement, or to submit written objections to the Settlement Agreement, or to appeal from the Court's
2 Final Judgment.

3 7.3 Final Settlement Approval Hearing and Entry of Final Judgment. Upon
4 expiration of the Notice Deadline, with the Court's permission, a Final Approval/Settlement Fairness
5 Hearing shall be conducted to determine Final Approval of the Settlement along with the amounts
6 properly payable for (i) the Plaintiffs' Counsel Award, (ii) the Class Representative Enhancement, (iii)
7 the LWDA payment, (iv) the Settlement Administration Costs, and (v) the PAGA Representative
8 Enhancement. Upon Final Approval of the Settlement by the Court at or after the Final
9 Approval/Settlement Fairness Hearing, Plaintiffs shall present the Final Judgment to the Court for its
10 approval. After entry of the Final Judgment, the Court shall have continuing jurisdiction solely for
11 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
12 Settlement administration matters and (iii) such post-Final Judgment matters as may be appropriate
13 and authorized by California law and as set forth in this Settlement Agreement.

14 7.4 Interim Stay of Proceedings. Unless and until this Settlement has been
15 approved by the Court and/or terminated or rescinded by one or more of the Parties as authorized
16 herein, the Parties agree to refrain from further litigation of this matter, and agree to extend all
17 discovery deadlines and depositions indefinitely, except such proceedings as are necessary to
18 implement and obtain an Order granting Final Approval of the terms of the Settlement. The Parties
19 further agree that the mutual, voluntary cessation of litigation shall terminate if Preliminary Approval
20 or Final Approval cannot be obtained for this Settlement, or for any settlement modified by the Parties
21 in accordance with instructions or guidance from the Court.

22 8. Nullification of Settlement Agreement. If after the Parties diligent and good
23 faith efforts to obtain PAGA Approval, and Preliminary Approval and Final Approval of the Class
24 Settlement, the Court does not grant PAGA Approval, and Preliminary Approval and Final Approval
25 of the Class Settlement, or the Settlement Agreement does not become Effective for any reason, all
26 matters covered by this Settlement Agreement shall be void ab initio. In such event, nothing in this
27 Settlement Agreement or any draft thereof, or of any of the other related documents or drafts thereof,
28 or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement

1 discussions leading to the execution of this Settlement Agreement shall have any effect, nor shall any
2 such matter be admissible in evidence for any purpose in the Action or in any other proceeding or
3 forum, nor shall any such matter be used or construed by or against any Party as a determination,
4 admission, or concession of any issue of law or fact in this, or any other litigation or proceeding. The
5 Parties do not waive, and instead expressly reserve, their respective rights with respect to the
6 prosecution and defense of the Action as if this Settlement Agreement never existed.

7 9. Tax Liability. Defendant and Plaintiffs' Counsel make no representations as to
8 the tax treatment or legal effect of the payments called for, and Verified Class Members are not relying
9 on any statement or representation by Defendant and/or Plaintiffs' Counsel. Verified Class Members
10 understand and agree that they will be solely responsible for the payment of their portion of any taxes
11 and penalties assessed on their Individual Settlement Payments and will defend, indemnify, and hold
12 Defendant and/or Plaintiffs' Counsel free and harmless from and against any claims resulting from a
13 Verified Class Member's failure to pay employee-side taxes due related to the Individual Settlement
14 Payments.

15 10. Dispute Resolution. Except as otherwise set forth herein, all disputes by and
16 among Class Members (including Plaintiffs) and Defendant, concerning the interpretation of and
17 compliance with this Settlement Agreement that arise and exist prior to the Effective Date, shall be
18 resolved as follows:

19 10.1 The complaining party shall notify the other party in writing of the alleged
20 violation or dispute.

21 10.2 Upon receiving notice of the alleged violation or dispute, the responding party
22 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating party.

23 10.3 If the response does not address the alleged violation to the initiating party's
24 satisfaction, the parties to the dispute shall negotiate in good faith for up to ten (10) calendar days to
25 resolve their differences.

26 10.4 If the parties to the dispute cannot resolve their differences after thirty (30)
27 calendar days of the writing referenced in Paragraph 10.1, either party may seek judicial intervention.
28

1 10.5 Any Individual Settlement Payment dispute by a Verified Class Member shall
2 be exclusively governed by the resolution procedures in Paragraph 3.1.6 and not by the procedures in
3 Paragraphs 10.1 through 10.4 of these Terms of Agreement. No Class Member or Party, including
4 Plaintiffs' Counsel and Defendant's Counsel, shall be liable for any attorneys' fees and costs incurred
5 by any other person and/or entity in connection with a dispute under Paragraph 3.1.6.

6 11. General Provisions.

7 11.1 Fair, Adequate and Reasonable Settlement. The Parties agree that the
8 Settlement is fair, adequate and reasonable and Plaintiffs and Plaintiffs' Counsel will so represent to
9 the Court. Defendant will not take any contrary position. Plaintiffs' Counsel will detail the reasons
10 Plaintiffs' Counsel believes the Settlement to be in the best interests of the Class Members including,
11 but not limited to, an explanation of the potential weaknesses of Plaintiffs' and Class Members' case
12 if it were not to be settled in accordance with this Settlement.

13 11.2 Waiver of Appeals. The Parties agree to waive all appeals, with two express
14 exceptions. First, either Party may appeal any court order that materially alters the Settlement's terms.
15 Second, if the Court awards less than the requested attorneys' fees and/or costs, Plaintiffs' Counsel
16 reserves the right to appeal that reduction without any further payment by Defendant. Nothing herein
17 restricts any Party from filing a cross-appeal in the event an intervenor or objector appeals the Final
18 Judgment.

19 11.3 Class Certification for Settlement Purposes Only. The Parties agree to stipulate
20 to class certification only for purposes of the Settlement and only as to the Class and for the Settlement
21 Class Period described herein. If, for any reason, the Settlement is not approved, the stipulation to
22 certification will be void. The Parties further agree that certification for purposes of the Settlement is
23 not an admission that class certification is proper under the standard applied to contested certification
24 motions and this Settlement will not be admissible in this or any other proceeding as evidence that (i)
25 a class should be certified or (ii) Defendant is liable to Plaintiffs or the Class Members, other than
26 according to the Settlement's terms.

27 11.4 Binding Settlement Agreement. Subject to the limitations in Paragraph 8, the
28 Parties intend this Settlement shall be fully enforceable and binding on all Parties, including Verified

1 Class Members, and that it shall be admissible and subject to disclosure in any proceeding to enforce
2 its terms. The Parties further agree that this Settlement is enforceable pursuant to California Code of
3 Civil Procedure section 664.6.

4 11.5 Disposition of the Action. The Parties agree that the Action will be disposed of
5 by entry of a Final Judgment by the Court, ending the case without any further payment or action by
6 Defendant, after Final Approval is granted and any appeals exhausted, other than the payments and/or
7 actions required in this Agreement. The Parties further agree that the Action shall be stayed in all
8 respects pending the occurrence or failure of the Effective Date, except for purpose of filing motions
9 for Preliminary Approval and Final Approval, or any other matters sought by the Court, or actions to
10 carry out the terms of this Settlement Agreement. Notice of the Final Judgment shall be given by
11 posting the final judgment on the Settlement Administrator's website.

12 11.6 Preclusive Effect of Settlement Agreement and Approval. The terms of this
13 Settlement Agreement, consisting of the Court's PAGA Approval, Preliminary Approval, Final
14 Approval, and the Final Judgment, are binding on Plaintiff, the State of California and the Aggrieved
15 Employees with respect to the PAGA Claims during the PAGA Period, and all Verified Class
16 Members, as well as their heirs, executors and administrators, successors and assigns, and those terms
17 shall have *res judicata*, collateral estoppel and other preclusive effect in all pending and future claims,
18 lawsuits or other proceedings maintained by or on behalf of any such persons, or the State of
19 California, to the extent those claims, lawsuits or other proceedings constitute Released Claims as set
20 forth in the Settlement Agreement. Notwithstanding any other provision in this Settlement Agreement,
21 this Settlement Agreement, the Court's PAGA Approval, the Final Approval, and the Judgment in the
22 Action may be filed in any action against or by Defendant or the Released Parties to support a defense
23 of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction,
24 full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or
25 counterclaim.

26 11.7 No Admission of Liability. The Parties agree that Defendant entering into this
27 Settlement shall not constitute any admission of liability by Defendant and this Settlement is a
28 settlement of disputed claims. The Parties agree that California Labor Code sections 206.5 and 2804

do not invalidate any provision of this Settlement Agreement because, among other things, the claims and Released Claims are disputed and contested and the Settlement was bargained for at arms' length and approved by the Court. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to Plaintiffs or any Class Member. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

11.8 Confidentiality Obligations of the Settlement Administrator. The Settlement Administrator shall keep all information regarding this Settlement Agreement and all information regarding the Class Members that the Class Administrator receives to administrate this Settlement strictly confidential and shall not disclose such information to any third party except by the express written agreement of the Parties or as may be required by the Court to carry out the terms of this Settlement Agreement. This confidentiality obligation shall not apply to the Settlement Administrator's reporting obligations to applicable taxing authorities or to disclosures made by the Settlement Administrator to a particular Class Member regarding that Class Member's claim.

11.9 Confidentiality. Defendant, Defendant's Counsel, Plaintiffs, and Plaintiffs' Counsel agree to limit public comment on this Settlement, the Action, and the claims in the Action to stating that the matter has been resolved to the satisfaction of both parties. This provision will not affect Defendant's ability to assert res judicata or claim preclusion against plaintiffs in any other

1 action, including the *White* Action and the *Pichardo* Action. This provision will not affect Plaintiffs'
2 Counsel's ability to respond to Class Member inquiries. Neither side will initiate public comment.
3 However, Plaintiffs' Counsel may list the case in its qualifications to act as class counsel in other court
4 filings.

5 11.10 Cooperation. The Parties, to the greatest extent possible, are obligated to work
6 together jointly using their best efforts to do all things necessary to effectuate the Settlement, and each
7 term therein. Unless otherwise agreed by the Parties, this joint obligation includes, but is not limited
8 to, fully documenting the Settlement, completing or filing any other required documents or pleadings,
9 arguing that the terms and conditions agreed upon should be enforced fully, commencing any required
10 action (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review
11 of any adverse ruling, etc.

12 12. Exhibits and Headings. The terms of this Settlement Agreement include the
13 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
14 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The
15 descriptive headings of any paragraphs or sections of this Settlement Agreement are inserted for
16 convenience of reference only and do not constitute a part of this Settlement Agreement.

17 13. Amendment or Modification. Unless otherwise provided herein, this
18 Settlement Agreement may be amended or modified only by a written instrument signed by the Parties
19 and counsel for all Parties or their successors-in-interest.

20 14. Entire Agreement. This Settlement Agreement, any supplemental written
21 agreement subsequently incorporated, and any attached Exhibits constitute the entire Settlement
22 Agreement among these Parties, and no oral or written representations, warranties or inducements
23 have been made to any Party concerning this Settlement Agreement or its Exhibits other than the
24 representations, warranties and covenants contained and memorialized in such documents.

25 15. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
26 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
27 this Settlement Agreement and to take all appropriate action required or permitted to be taken by such
28 Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other

documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties cannot agree on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Settlement Agreement on behalf of Defendant represents and warrants they are authorized to sign this Settlement Agreement on behalf of Defendant.

16. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

17. California Law Governs. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

18. Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A legible faxed and scanned copy/pdf may be used as an original for all purposes.

19. Plaintiffs' Waiver of Right to be Excluded and Object. By signing this Settlement Agreement, Plaintiffs agree to be bound by the terms herein stated and further agree not to request to be excluded from the Class and agree not to object to any of the terms of this Settlement Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect. Efforts by Plaintiffs to circumvent the terms of this paragraph shall be void and of no force or effect.

20. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions as valid to the fullest extent possible, consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

21. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth business day after emailing or mailing by United States registered or certified mail, return receipt requested, addressed as follows:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5

6
7
8
9

1

2
3
4

5
6
7

9

20

21

22

22

24

05

cc

7

00

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: January 26, 2021



KASHIF HAQUE
SAMUEL A. WONG
JESSICA L. CAMPBELL
CAROLYN M. BELL
AEGIS LAW FIRM, PC
Attorneys for Plaintiff
SAMUEL ABREGO

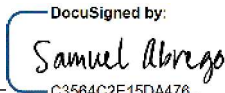
Dated: January _____, 2021

ZACHARY CROSNER
MICHAEL CROSNER
J. KIRK DONNELLY
BLAKE R. JONES
CROSNER LEGAL, PC
Attorneys for Plaintiff
MIGUEL PICHARDO

Dated: January _____, 2021

Kurt Rogers, Executive Vice President and
General Counsel for DEFENDANT
STERICYCLE, INC.

Dated: January ²⁶_____, 2021

DocuSigned by:

C3564C2E15DA476...
PLAINTIFF SAMUEL ABREGO

Dated: January _____, 2021

PLAINTIFF MIGUEL PICHARDO

1
2 Dated: January _____, 2021

3 _____
4 KASHIF HAQUE
5 SAMUEL A. WONG
6 JESSICA L. CAMPBELL
7 CAROLYN M. BELL
8 AEGIS LAW FIRM, PC
9 Attorneys for Plaintiff
10 SAMUEL ABREGO

11
12 Dated: February 12, 2021

13 _____
14 
15 ZACHARY CROSNER
16 MICHAEL CROSNER
17 J. KIRK DONNELLY
18 BLAKE R. JONES
19 CROSNER LEGAL, PC
20 Attorneys for Plaintiff
21 MIGUEL PICHARDO

22
23 Dated: January 27, 2021

24 _____
25 
26 Kurt Rogers, Executive Vice President and
27 General Counsel for DEFENDANT
28 STERICYCLE, INC.

19 Dated: January _____, 2021

_____ PLAINTIFF SAMUEL ABREGO

22 Dated: February 12, 2021

23 _____
24 
25 PLAINTIFF MIGUEL PICHARDO