

STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Stipulation of Class Action and PAGA Representative Action Settlement and Release ("Stipulation" or "Settlement") is made and entered into by and between Plaintiff Danny Drake, individually and on behalf of all others similarly situated, and Defendants Mid Valley Disposal, LLC and Mid Valley Disposal, Inc. (hereinafter collectively "Defendants") with regard to the action pending in the Superior Court of California, County of Fresno and captioned *Danny L. Drake and Mario Pizana v. Mid Valley Disposal, LLC, et al.*, Case No. 16CECG01653, subject to the terms and conditions herein and the approval of the Court.

1. DEFINITIONS

1.1 "Action" means the civil action captioned *Danny L. Drake and Mario Pizana v. Mid Valley Disposal, LLC, et al.*, Case No. 16CECG01653, pending in the Superior Court of California, County of Fresno, Honorable Rosemary McGuire presiding.

1.2 "Administration Costs" means the actual and direct costs reasonably charged by the Settlement Administrator for its services in administering the Settlement, currently projected by the Parties not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00), which amount is included in the Maximum Settlement Amount, as defined herein.

1.3 "Class" or "Class Members" means all current and former non-exempt employees of Defendants who performed waste retrieval duties and to whom Defendants assigned to a waste retrieval route in California during the Class Period and includes all members of the Non-Exempt Class and the Waiting Time Penalties Class, as these terms are defined herein.

1.4 "Class Counsel" means Plaintiff's counsel, Graham S. P. Hollis, Vilmarie Cordero, and Nathan Reese of Graham Hollis APC.

1.5 "Class Period" is the period beginning on May 20, 2012 through the date of Preliminary Approval.

1.6 "Class Release Date" means the latest effective date of the release provided by Class Members, which is the date of Preliminary Approval.

1.7 "Class Released Claims" means upon Final Approval by the Court of this Stipulation of Settlement, Plaintiff and Class Members compromise, release, resolve, relinquish, and discharge each and all Released Parties from any and all claims alleged in the Action or that could have been brought in the Action, whether brought under state, local law or federal law, including but not limited to the California Labor Code, the California Private Attorneys General Act, Industrial Welfare Commission Wage Orders, and/or contract law that are based on, directly related to, or were or could have been pled based on the factual allegations alleged in the Actions, whether known or unknown, and whether in the nature of wages, overtime, premium pay, statutory penalties, civil penalties, liquidated damages, punitive damages, attorneys' fees, costs, interest, or injunctive relief or other remedies, that exist in their favor through the date of Preliminary

Approval. In addition, Class Members who choose to participate in this Settlement by not opting out and cashing their checks within the 180 calendar days of the mailing, will also be deemed to have opted into the action for purposes of the federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* as amended ("FLSA"), and their Released Claims will also include a release of any FLSA claims based on the facts alleged in the Complaint or First Amended Complaint.

1.8 "Effective Date" of the Settlement means the date of the Superior Court's order granting Final Approval, if no objections to this Stipulation of Settlement. If there is any objection, the effective date means the date the Final Judgment becomes final and is no longer appealable. For purposes of this Stipulation of Settlement, " becomes final " shall mean upon the later of: (i) the day after the last date by which a notice of appeal to the California Court of Appeal of the final judgment or final approval order may be timely filed, and none is filed (*i.e.*, 60 calendar days after service of notice of entry of judgment by the Superior Court or any party); (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the Appellate Court's decision passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Appellate Court, and further review of the Appellate Court's decision is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the judgment or order can be requested.

1.9 "Defendants' Counsel" means Bruce M. Timm and Kimberly A. Lucia of Boutin Jones Inc.

1.10 "Fee and Expense Award" means such award of fees and costs as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to the Class in the Actions. Defendants shall pay a maximum of \$50,000.00 to Class Counsel as attorneys' fees, and actual costs incurred in the litigation, which amount is included in the Maximum Settlement Amount as defined herein, subject to approval of the Court.

1.11 "Final Approval" means the final settlement approval order and judgment that will be entered by the Court.

1.12 "Individual Settlement Payment " means the portion of the Net Settlement Sum allocable to each participating Class Member.

1.13 "Maximum Settlement Amount" means the maximum amount of One Hundred Fifty Thousand Dollars (\$150,000.00) that Defendants would pay as a result of this Stipulation of Settlement. The Maximum Settlement Amount includes: (1) the Individual Settlement Payments ; (2) the Service Payment; (3) the Fee and Expense Award; (4) the Administration Costs; and (5) the PAGA Payment. The Maximum Settlement Amount does not include the employer's share of payroll taxes arising out of the settlement. All amounts to be paid by Defendants shall be paid to a qualified settlement fund ("Qualified Settlement Fund"), which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Stipulation of Settlement shall be paid out of the Qualified Settlement Fund.

1.14 "Mediator" means Robert Kaplan, Esq.

1.15 "Named Plaintiff" or "Class Representative" means Danny Drake.

1.16 "Net Settlement Fund" means the Maximum Settlement Amount less the Fee and Expense Award, the Service Payment, the PAGA Payment and Administration Costs, as approved and awarded by the Court. This amount will be distributed to the Class Members who do not timely request exclusion from the Settlement.

1.17 "Non-Exempt Class" means all current and former non-exempt employees of Defendants who performed waste retrieval duties and to whom Defendants assigned to a waste retrieval route in California during the Class Period.

1.18 "Non-Exempt Class Allocation" means the portion of the Net Settlement Fund allocated to the Class Members. The Non-Exempt Class Allocation is 90% of the Net Settlement Fund.

1.19 "Notice" means the Court-approved form of Notice Of Proposed Class Action Settlement, substantially in the same form as **Exhibit A**, attached hereto.

1.20 "Objection/Exclusion Deadline" means the date forty-five (45) calendar days following the date on which the Settlement Administrator first mails the Notice to the Class Members.

1.21 "PAGA Payment" means the sum of Four Thousand Dollars (\$4,000.00), which shall be allocated from the Maximum Settlement Amount to pay all applicable penalties under PAGA to the Labor and Workforce Development Agency ("LWDA"). Seventy five percent (75%) of this sum (\$3,000) will be paid to the LWDA, and the remainder will be allocated to the Net Settlement Fund and categorized as penalties.

1.22 "Parties" means Plaintiff Danny Drake and the Class and Defendants, collectively.

1.23 "Payment Obligation Date" means the date which is ten (10) calendar days after Effective Date of the Settlement.

1.24 "Preliminary Approval" means an Order of the Court approving this Settlement, and the exhibits thereto, and setting a hearing for Final Approval of the Settlement, including approval of attorneys' fees and costs.

1.25 "Qualifying Workweek" means any week in which a participating Class Member actively worked at least one day of the week (i.e., was not on vacation or a leave of absence) as a Class Member during the Class Period, according to Defendants' records.

1.26 "Released Parties" means Defendants Mid Valley Disposal LLC, Mid Valley Disposal Inc., Mid Valley Recycling LLC, and Crown Transportation LLC, and all of their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys.

1.27 "Remainder" means the unclaimed funds of the Net Settlement Fund allocated to the Class if fewer than all Class Members cash the Individual Settlement Payments checks sent to them.

1.28 "Request for Exclusion" means a letter or written request submitted by a Class Member to the Settlement Administrator and postmarked by the Objection/Exclusion Deadline that includes the Class Member's name and signature, the last four digits of their Social Security Number and the following statement or something similar to "I request to be excluded from the class action proceedings in the matter of *Danny Drake v. Mid Valley Disposal LLC et al*, Case No. 16CECG01653, pending in the California Superior Court, County of Fresno."

1.29 "Service Payment" means the sum paid to Plaintiff Danny Drake in recognition of his effort in obtaining the benefits of the Settlement. The Service Payment shall not exceed Ten Thousand Dollars (\$10,000.00).

1.30 "Settlement" means the terms and conditions set forth in this Stipulation of Class and PAGA Representative Action Settlement and Release.

1.31 "Settlement Administrator" means such entity which the Parties mutually agree shall serve as Settlement Administrator, subject to Court approval.

1.32 "Waiting Time Penalties Class" means any Class Member whose employment ended, according to Defendants' records, between May 20, 2013 and the Preliminary Approval Date.

1.33 "Waiting Time Penalties Class Allocation" means the portion of the Net Settlement Fund allocated to the Waiting Time Penalties Class members. The Waiting Time Penalties Class Settlement Allocation is 10% of the Net Settlement Fund.

2. GENERAL

2.1 The following is the procedural history of this Action:

(a) Plaintiff Danny Drake filed the original Complaint on May 20, 2016, in the Superior Court for the County of Fresno, alleging individual and class action allegation on behalf of similarly situated employees of Defendants who performed waste retrieval duties and to whom Defendants assigned waste retrieval routes in California. The initial complaint was filed against Mid Valley Disposal LLC, Mid Valley Disposal Inc, Mid Valley Recycling LLC, and Crown Transportation LLC.

(b) On August 10, 2016, Defendants filed an Answer to Plaintiff's Complaint. On January 17, 2017, Plaintiff Danny Drake filed a Request for Dismissal without prejudice to Defendants Crown Transportation LLC and Mid Valley Recycling LLC.

(c) Plaintiff Danny Drake and Defendants participated in a private mediation session with Mediator on June 8, 2017. An agreement was not reached at the day of the mediation.

(d) On June 19, 2018, Plaintiff Danny Drake filed a Motion for Leave to File a First Amended Complaint to add Mario Pizana as an additional putative class representative. The motion was unopposed, and the Court granted Plaintiff Danny Drake's motion. A First Amended Complaint was deemed filed on July 12, 2018.

(e) The case is currently pending in the Superior Court for the County of Fresno having been reassigned to the courtroom of Hon. Rosemary McGuire.

(f) The Parties engaged in substantial formal and informal investigation of Plaintiffs' allegations and Defendants' asserted defenses. Specifically, Plaintiffs each served form and special interrogatories, requests for admissions, and requests for production. Defendants served form and special interrogatories, requests for admissions, and requests for production on both Plaintiffs. Defendants also subpoenaed telephone records for Plaintiff Danny Drake. In addition, Defendants took the deposition of Plaintiff Danny Drake for two full days of testimony. Defendants deposed other percipient witnesses as well for several days. Plaintiffs took the deposition of Defendants' person most knowledgeable on several pertinent topics. Furthermore, the Parties engaged in litigation and requested the assistance of the Court on several discovery disputes and engaged in motion practice related to the pleadings.

(g) After extensive litigation and investigation, the Parties finally reached an agreement on December 17, 2018 with the help of the Mediator. Just prior to reaching the agreement, Plaintiff Mario Pizana decided to withdraw as a putative class representative, and proceed solely as a member of the Class.

2.2 Plaintiffs' First Amended Complaint alleges eleven putative causes of action for wages and statutory penalties as follows: (1) representative claims under the Labor Code Private Attorney General Act (PAGA), (2) failure to provide meal periods (3) failure to provide rest periods, (4) failure to pay minimum and regular wages, (5) failure to pay all overtime wages, (6) failure to maintain accurate records, (7) failure to provide accurate itemized wage statements, (8) failure to timely pay wage due during employment, (9) failure to indemnify all necessary work expenses, (10) failure to timely pay wages due upon separation of employment, and (11) violation of the Business and Professions Code § 17200 *et seq.*

2.3 Defendants deny any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further deny that the Action is appropriate for class representative treatment for any purpose other than this Settlement. Defendants in no way admit any violation of law or any liability whatsoever to Plaintiffs and/or the Class Members, or "aggrieved" employees, individually or collectively, all such liability being expressly denied. Defendants contend that they have complied at all times with the California Labor Code, the Wage Orders and the California Business and Professions Code. Defendants further contend that the amount of damages is small, even if Plaintiff and the Class can establish any wrongdoing.

2.4 Plaintiff Danny Drake believes that the Action is meritorious and that class certification is appropriate.

2.5 The Parties have engaged in substantial litigation and have thoroughly investigated Plaintiff Danny Drake's causes of action.

2.6 Class Counsel represents that they have conducted a thorough investigation into the facts of the Action, including pre-trial motions, extensive formal written discovery, the taking of depositions, a review of Defendants' documents, and interviewed key witnesses including Class Members. Class Counsel is knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class Members. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendants. Based on the forgoing data and on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, the various defenses asserted by Defendants, and the numerous potential appellate issues. Further, Plaintiff has carefully evaluated the terms of the Settlement, and, based upon that review, has determined that it is fair and reasonable.

2.7 Defendants and their counsel have similarly concluded that it is desirable that the Actions be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of the outcome of the Actions. Therefore, Defendants have determined that it is desirable and beneficial to put to rest the claims in the Actions. Defendants agree the Settlement is fair, reasonable and adequate.

2.8 On or about March 8, 2019, Plaintiff Mario Pizana filed a dismissal of the Action, without prejudice, as to his claims only, whether brought individually or as a prospective representative of the Class. Plaintiff Mario Pizana will participate in the Settlement as a Class Member.

2.9 The Parties stipulate and agree to the conditional certification of the Class for purposes of this Settlement only. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendants expressly reserve their right and declare that they intend to oppose class certification and any form of representative action vigorously should this Settlement not be granted Final Approval.

3. PRELIMINARY APPROVAL

3.1 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Stipulation.

3.2 Class Counsel shall request a hearing before the Court to seek Preliminary Approval of the Settlement on a mutually available date as soon as reasonably practicable, but no earlier than 60 days from the date that a notice is mailed to the Labor and Workforce Development Agency for the purpose of notifying them of the claims alleged in the Action. In conjunction with

such hearing, Class Counsel shall submit this Stipulation of Settlement, together with the exhibits attached hereto, and any other documents necessary to implement the Settlement.

3.3 Class Counsel shall provide a copy of the motion for preliminary approval to Defendants' Counsel for review at least 3 business days before filing it with the Court. Defendants agree not to oppose Named Plaintiff's motion for preliminary approval unless the motion is inconsistent with the terms set forth in this Settlement.

4. NOTICE AND CLAIM PROCESS

4.1 The duties of the Settlement Administrator will include compiling the Class list from all the information provided by the Parties, handling all mailings to the Class, tracing undeliverable mailings, recording and tracking responses to the mailing to the Class (including recording the identity of any Class Members who objections to the Settlement or request exclusion, responding to inquiries made by the Class Members, calculating Individual Settlement Payments, issuance of and mailing out of Individual Settlement Payments, reporting payment of the Individual Settlement Payments to all required taxing and other authorities, taking appropriate withholding from the Individual Settlement Payments, and paying all employer payroll taxes and other required payments withheld, and other related tasks as mutually agreed to by the Parties. It is also understood that the Settlement Administrator will establish a Qualified Settlement Fund ("QSF") pursuant to Section 468B(g) of the Internal Revenue Code, and regulations promulgated thereunder for the purpose of administering this Settlement.

4.2 Within fifteen (15) business days after entry of the order granting Preliminary Approval, Defendants shall provide to the Settlement Administrator a list of all Class Members, including their name, social security number, last known address, telephone number and any raw data or information necessary for the Settlement Administrator to calculate the number of Qualifying Workweeks worked by each Class Member during the Class Period.

4.3 Prior to the mailing of the Notice to the Class Members, the Settlement Administrator will run one Accurant (or substantially similar) skip trace as well as perform one basic search on the National Change of Address Database to attempt to obtain the best possible address for the Class Members before it mails the notices to the Class Members.

4.4 Within fifteen (15) calendar days after receiving the Class Member list from Defendants, the Settlement Administrator shall send the Notice via first class mail, to the Class Members after it has followed the procedure in Paragraphs 4.3. The envelope containing the Notice to Class Members shall bear the following phrase in capital letters and bold type in the bottom left hand corner: "IMPORTANT CLASS ACTION SETTLEMENT INFORMATION. PLEASE OPEN IMMEDIATELY."

4.5 The Notice will include, non-exclusively: information regarding the nature of the

Action; a summary of the substance of the Settlement; the Class definition; the date for the hearing for Final Approval; the formula used for the Individual Settlement Payment; the ability to opt out of the settlement and the process for exclusion; and the ability to and process for objecting. The Notice shall include the time period during which the Class Member worked during the Class Period, a statement of the number of workweeks the Class Member worked, as stated in Defendants' records, and the amount of the estimated Class Member's Individual Settlement Payment. If the information listed on the Notice is disputed, the Class Member disputing the information may produce evidence to the Settlement Administrator showing such other number of workweeks the Class Member contends should be shown on their Notice Packet., through the dispute process described in paragraph 4.9 below.

4.6 The Notice shall also provide that the Objection/Exclusion Deadline commences on the date the Notices are mailed to the Class Members and ends forty-five (45) calendar days later. Any Class Member who properly requests exclusion will not be eligible to receive their Individual Settlement Payment and will not be bound by the Stipulation of Settlement or have any right to object, appeal or comment thereon. Class Members who do not submit a valid and timely Request for Exclusion shall be bound by all terms of the Stipulation of Settlement and any judgment entered in the Action once the Settlement is approved by the Court.

4.7 If a Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the Notice to that forwarding address along with a brief letter stating that the recipient of the Notice has until the original deadline set forth on the Notice, or ten (10) calendar days after the re-mailing of the Notice (whichever is later), to submit any response allowed under the terms of the Settlement.

4.8 If a Notice and Claim Form is returned as undeliverable, without a forwarding address, the Settlement Administrator will promptly perform one Experian (or substantially similar) skip trace to obtain a corrected address. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, where necessary. If a corrected address is ascertained, the Settlement Administrator will promptly and no later than three (3) business days of receipt of the returned Notice resend the Notice to that corrected address along with a brief cover letter stating that the recipient has until the original deadline set forth on the Notice, or ten (10) calendar days after the re-mailing of the Notice (whichever is later), to postmark any response allowed under the terms of the Settlement.

4.9 If a Class Member who receives the Notice wishes to dispute the number of his or her Qualifying Workweeks represented therein, the Class Member must notify the Settlement Administrator no later than the Objection/Request for Exclusion Deadline. The Class Member must produce any available supporting evidence to the Settlement Administrator regarding the correct number of Qualifying Workweeks that the Class Member contends he or she worked for Defendant(s) during the Class Period, as explained in the Notice. The Settlement Administrator

will notify the Class Counsel and Defendants' Counsel of any disputes via email. Defendants shall review its records and provide information to the Settlement Administrator in response to any such disputes. Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if there are no corresponding records, or the Class Members produces evidence contrary to Defendants' records, the Settlement Administrator will evaluate the evidence submitted by the Class Member and make the decision as to the number of eligible Qualifying Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. Prior to making its determination, the Settlement Administrator shall provide to the Parties the evidence and supporting documents the Class Member submitted. The Parties shall have five (5) business days to respond to the dispute and shall be permitted to provide documentation supporting their position. The Settlement Administrator shall consider all of the information provided by the Class Member and the Parties, and render a final and binding determination.

4.10 At least ten (10) calendar days prior to the final approval hearing, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice to counsel for all Parties.

4.11 If five percent (5%) or more of the Class Members, Danny Drake, or Mario Pizana submit a timely and valid Request for Exclusion, Defendants shall have the option of canceling the Settlement and all actions taken in its furtherance will be null and void. Defendants must exercise this right within ten (10) calendar days after the Settlement Administrator notifies the Parties of the number of valid and timely Request for Exclusion letters received, which the Settlement Administrator must do within seven (7) calendar days after the Objection/Exclusion Deadline. If Defendants exercise their option to cancel the settlement, Defendants will retain the entirety of the Maximum Settlement Amount, except for the administration costs incurred to that date.

4.12 Defendants will provide the Settlement Administrator with the Maximum Settlement Amount plus any owed Payroll Taxes, no later than the Payment Obligation Date.

4.13 The Settlement Administrator will mail all required payments no later than twenty-one (21) calendar days after the Payment Obligation Date. Individual Settlement Payments checks not cashed within 180 calendar days of mailing will become void. If a Class Member's check is returned to the Settlement Administrator, with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that Class Member.

4.14 The settlement checks to each Class Member will contain the following short release and waiver on the back:

**"By depositing this check, I acknowledge that I have released
and discharged the "Class Released Claims" against the
"Released Parties" as described in detail in the Notice of**

Proposed Class Action Settlement that I received and reviewed."

4.15 A Class Members' act of tendering the Individual Settlement Payment for payment shall operate as, and be deemed to express, the Class Members' intent to opt in, join, settle and fully release and discharge all of the Classed Released Claims, including any claims the Qualified Claimant may have under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

4.16 Within 250 calendar days of the Effective Date of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel and Defendants' Counsel. Class Counsel shall file that written certification with the Court.

4.17 No person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Stipulation of Settlement.

4.18 The following is a summary of the proposed timeline related to this Settlement:

EVENT	DEADLINE
Preliminary Approval of the Settlement by the Court	TBD
Defendants to provide Settlement Administrator with list of Class Members	15 business days after entry of the order granting Preliminary Approval
Settlement Administrator to mail Notice to Class Members	15 Calendar days after receiving Class Member List
Objections/Exclusion Deadline	45 Calendar days after mailing of Notice
Settlement Administrator to notify Parties of the number of valid and timely request for exclusion letters received	7 calendar days after Objections/Exclusion Deadline
Deadline for Defendants to exercise its option to cancel the settlement if 5% or more of the Class Members, Danny Drake, or Mario Pizana submit a timely and valid request for exclusion	30 calendar days after Settlement Administrator notifies the Parties of the number of valid and timely requests for exclusion
Settlement Administrator to provide declaration of due diligence	10 calendar days prior to Final Approval Hearing
Final Approval Hearing	TBD

Effective Date of the Settlement	Date the Court signs the Final Approval Order and Judgment, if no objections to the Settlement.
Payment Obligation Date	30 calendar days after Effective Date of the Settlement
Settlement Administrator to mail Individual Settlement Payments	15 calendar days after the Defendants makes all the necessary payments into the Qualified Settlement Fund
Uncashed Checks Become Void	180 calendar days after mailing of the Individual Settlement Payment Checks and the funds are redistributed to Class Members whose checks were not returned
Redistribution of Unclaimed Funds	Within 30 calendar days after the 180-day check cashing deadline
Settlement Administrator to Provide Certificate of Completion of Settlement	250 calendar days After Effective Date of Settlement

5. SETTLEMENT COMPONENTS

5.1 The Settlement shall have five components: (1) the Individual Settlement Payments; (2) the Service Payment; (3) the Fee and Expense Award; (4) the Administration Costs; and (5) the PAGA Payment. All of these components are included in the Maximum Settlement Amount.

(a) **Payroll Taxes:** The Maximum Settlement Sum does not include the Payroll Taxes, which shall be paid by Defendants separate and apart from the Maximum Settlement Amount. The Payroll Taxes will be computed by the Settlement Administrator based on the amounts paid to the participating Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

(b) **Individual Settlement Payments:** Administrator shall have the authority and obligation to calculate the amounts of Individual Settlement Payments in accordance with the methodology set forth in this Stipulation of Settlement and orders of the Court. The Parties agree that the formula for the Individual Settlement Payments to Class Members provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties of the damages and penalties alleged to be owed to the Class and the calculation of such amounts.

(i) The parties agree that Class Members will not have to submit a claim form in order to participate in the Settlement. Each Class Member who does not submit a Request for Exclusion will be mailed a check representing their Individual Settlement Payments.

(ii) **Distribution Formula Non-Exempt Class.** The Parties agree that 90% of the Net Settlement Fund will be allocated to the Non-Exempt Class (the Non-Exempt Settlement Class Allocation or “NSCA”). The Settlement Administrator will calculate the Individual Settlement Payments for the Non-Exempt Class members based on the number of Qualifying Workweeks worked by each Class Member during the Class Period. Relying on the personnel records maintained by Defendants, the Settlement Administrator will calculate the number of Qualifying Workweeks each participating Class Member worked during the Class Period. Thus, Qualified Claimants shall be allocated a pro-rata share of the “NSCA” based on the ratio of the number of Qualifying Workweeks that the Qualified Claimant worked for Defendants to the total number of Qualifying Workweeks that all Class Members worked for Defendants and multiplying this result by the NSCA: **Individual Settlement Payment = NSCA x (Claimant’s Qualifying Workweeks/Total Qualified Workweeks for All Qualified Claimants)**

(iii) **Distribution Formula Waiting Time Penalty Class.** The Parties agree that ten (10) percent of the Net Settlement Fund will be allocated to the Waiting Time Penalties Class. The Waiting Time Penalty Class Allocation will be divided equally among all Waiting Time Penalty Class Members. Thus, each Class Member who does not request exclusion, and who is also a member of the Waiting Time Penalty Class will receive an additional amount from the Waiting Time Penalty Allocation as part of their Individual Settlement Payment.

(iv) Each Class Member will have 180 calendar days from the date of the mailing of the Settlement Payment check to cash the check sent to the Class Member. Failure to cash the check within 180 calendar days will result in the Class Member foregoing all eligibility to receive any payment from the Settlement, but the Class Member shall remain bound by the Settlement and its Class Released Claims. The checks will state they are void if not cashed within 180 calendar days of mailing.

(v) The right of any Class Member to receive any settlement payment shall be conditioned upon his or her cashing the settlement check by the end of the 180th day after the Settlement Administrator mails any settlement check to the Class Member. Checks sent to Class Members and not cashed shall be null and void after 180 calendar days of mailing and the recipient Class Members shall thereafter have no right of any kind to receive payment. No Class Member or his or her heirs or estate shall acquire any interest in any settlement check that the Class Member does not cash by the end of the 180th day after the Settlement Administrator mails it.

(vi) **Allocation of The Individual Settlement Payments.** The Parties recognize that the Individual Settlement Payments to be paid to participating Class Members reflect settlement of a dispute over claimed wages, interest, and penalties. The Individual Settlement Payments to participating Class Members shall be allocated as follows:

(1) The Individual Settlement Payments to the Non-Exempt Class shall be allocated 20% to wages, 40% to interest and 40 %to penalties. The portion allocated to wages shall be reported on an IRS Form W-2, and the Settlement Administrator shall pay the

employer's portion of payroll taxes, including but not limited to FICA and FUTA, from the Maximum Settlement Amount. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine or confirm the amount of the payroll tax payment required under this Section. The portion allocated to interest and/or statutory penalties shall be reported on an IRS Form 1099.

(2) The Individual Settlement Payments to the Waiting Time Penalties Class shall be allocated 100% as penalties. This portion consists of other income, not wages, for which Waiting Time Penalties Class Members shall receive a 1099 form

(vii) It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

(viii) Each Class Member's share of all applicable payroll and employment taxes withheld and deposited with the applicable governmental authorities in accordance with this Stipulation of Settlement shall be a part of, and paid out of, the Individual Settlement Payment to each Class Member. Each Class Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Class Member receives pursuant to this Stipulation of Settlement.

(ix) **No Effect on Employee Benefits:** Individual Settlement Payments provided for in this Stipulation of Settlement are the sole payments to be made to the Class Members, and the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

(c) **Allocation of the Remainder of The Net Settlement Fund.** This is a non-reversionary "all-in" settlement. No unclaimed amounts will revert to Defendants. If after 180 calendar days the checks cashed by Class Members total less than 100% of the Net Settlement Fund, the amount remaining of the Net Settlement Fund will be redistributed among those Class Members who cashed the checks sent to them within the 180 days, on a pro-rata basis in proportion to their original Individual Settlement Payment, as long as the cost of re-mailing is less than the amount left for redistribution.

(i) If the costs of remailing are less than the amount left for redistribution, the redistribution will take place within 30 calendar days after the 180-day check cashing deadline.

(ii) If the costs of redistribution are more than the amount to be redistributed, the amount of any uncashed checks shall go to the Central California Legal Services, Inc., a California nonprofit organization providing civil legal services to the indigent in California's Central Valley. Class Members who do not timely cash their Individual Settlement

Payments and whose checks are cancelled shall nevertheless be bound by all of the terms of the Settlement, including without limitation, the release of the Released Claims set forth herein.

(d) **Service Payment and General Release by Named Plaintiff:** Defendants agree not to challenge Class Counsel's request for the Service Payment to the Plaintiff. The Service Payment will be paid in addition to Plaintiff's Individual Settlement Payment..

(i) The Class Representative Service Payment will, subject to Court approval, be in the amount of Ten Thousand Dollars (\$10,000). Should the Service Payment approved by the Court be less than the amount sought, the difference shall revert to the Net Settlement Fund.

(ii) The Service Payment is for the Class Representative services and assistance to the Class throughout the several years of litigation, and additionally, in recognition for his willingness to provide a full and separate general release of any and all claims against Defendants regardless of whether such claims have been alleged against Defendants, including without limitation known or unknown claims, whether for economic damages, non-economic damages, punitive damages, restitution, tort, contract, penalties, injunctive or declaratory relief, attorney's fees, costs, or other monies or remedies.

(iii) Named Plaintiff hereby releases, on behalf of himself and each of his family members, heirs, representatives, attorneys, and assigns, all federal and state statutory claims, and federal and state common law claims (including but not limited to those for contract, tort, and equity), including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. §1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, California Wage Orders, the Fair Labor Standards Act, and claims for additional compensation relating to stock options, and all claims for penalties, attorneys' fees, and costs, whether such claims could have been brought on an individual, class, or representative action basis. Named Plaintiff expressly waives the protections of Section 1542. Named Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is his intention to settle fully and release all of the claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. The Service Payment shall be paid to Named Plaintiff specifically in exchange for the general release of the Released Parties from all claims, including those specified in this paragraph.

(iv) Named Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH 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.

(v) Named Plaintiff promises never to sue nor participate in any lawsuit against the Released Parties in any forum or for any reason, including but not limited to claims, laws or theories covered by the release set forth herein. Named Plaintiff expressly waives any rights or potential rights of recovery that he may have in a potential class, collective, or representative settlement in any actions related to the claims released herein.

(vi) Because the Class Representative Service Award represent payment to the Class Representative for services to the Class Members, and not wages, taxes will not be withheld from the Class Representative Service Awards. No party has made any representation to Named Plaintiff as to the taxability of any Class Representative Service Awards. The Settlement Administrator will report the Class Representative Service Awards on a 1099 form, which it will provide to the Class Representatives and to the pertinent taxing authorities as required by law.

(vii) The Class Representatives assume full responsibility for paying all taxes and penalties, if any, federal and state, due as a result of the Class Representative Service Payment.

(e) **Class Counsel's Fees and Expense Award:** Defendants agrees not to challenge Class Counsel's request for its Fee and Expense Award up to the maximum amount of \$50,000.00, plus an award of reasonable litigation expenses actually incurred in the Action. . Should the Fee and Expense Award approved by the Court be less than the amount sought, the difference shall be added to the Net Settlement Fund. Payment of the Fee and Expense Award to Class Counsel shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Actions, and shall relieve Defendants and Defendants' Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Plaintiffs and/or the Class.

6. RELEASE BY THE CLASS

6.1 Upon the Class Release Date, the Class Members (other than those who submit a timely and valid Request for Exclusion) will fully release the Class Released Claims and agree not to sue or otherwise make a claim against any of the Released Parties for the Class Released Claims. The Individual Settlement Payments shall be paid to participating Class Members specifically in exchange for the release of the Released Parties from the Class Released Claims and the covenant not to sue concerning the Class Released Claims.

7. VOIDING THE AGREEMENT

7.1 In the event of any of the following: (i) the Court does not approve the scope of the Class Released Claims; (ii) the Court finds the Maximum Settlement Sum is insufficient to warrant approval; or (iii) five percent (5%) or more of the Class Members submit a timely and valid Request for Exclusion, Defendants may elect to reject this Settlement and the Settlement shall be

null and void. In such case, the Class Members and Defendants shall be returned to their respective statuses as of the date immediately prior to the execution of this Settlement. In the event an appeal is filed from the Final Approval Order and Judgment, or any other appellate review is sought prior to the Payment Obligation and Class Release Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

8. PARTIES' AUTHORITY

8.1 The signatories hereto represent that they are fully authorized to enter into this Settlement and bind the Parties to the terms and conditions hereof.

9. MUTUAL FULL COOPERATION

9.1 The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court or the Mediator to resolve such disagreement.

10. NO ADMISSION

10.1 Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement.

11. CONSTRUCTION

11.1 The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement.

12. JURISDICTION OF THE COURT

12.1 Except for those matters to be resolved by the Mediator or the Settlement

Administrator as expressly stated, any dispute regarding the interpretation or validity or otherwise arising out of this Settlement, or relating to the Actions or the Class Released Claims, shall be subject to the exclusive jurisdiction of the Court, and Plaintiff Danny Drake, the Class Members, and Defendants agree to submit to the personal and exclusive jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Settlement and all orders and judgments entered in connection therewith.

13. CALIFORNIA LAW GOVERNS

13.1 All terms of this Settlement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

14. INVALIDITY OF ANY PROVISION

14.1 The Parties request that before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

15. AMENDMENT OR MODIFICATION

15.1 This Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

16. ENTIRE AGREEMENT

16.1 This Settlement, including Exhibits attached hereto, contains the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, including the Memorandum of Understanding between the Parties, are merged herein.

17. INTERIM STAY OF PROCEEDINGS

17.1 The Parties agree to hold in abeyance all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

18. COUNTERPARTS

18.1 This Settlement may be executed in counterparts, and when each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement, which shall be binding upon and effective as to all Parties.

IT IS SO AGREED.

Dated: 3/15/19, 2019

PLAINTIFF:

Danny Drake

DANNY DRAKE

Dated: _____, 2019

DEFENDANT:

MID VALLEY DISPOSAL LLC

By: _____
Joseph Kalpakoff, General Manager

Dated: _____, 2019

DEFENDANT:

MID VALLEY DISPOSAL INC.

By: _____
Joseph Kalpakoff, General Manager

APPROVED AS TO FORM AND CONTENT:

Dated: March 18, 2019

CLASS COUNSEL:

GRAHAMHOLLIS, APC

By: Nathan Reese
GRAHAM S.P. HOLLIS
VILMARIE CORDERO
NATHAN REESE

Dated: _____, 2019

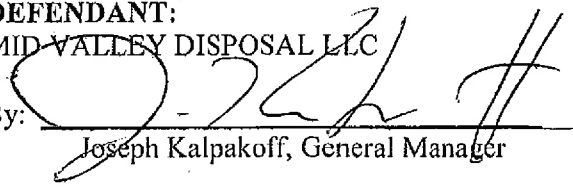
DEFENDANTS' COUNSEL:

BOUTIN JONES INC.

By: _____
BRUCE M. TIMM
KIMBERLY A. LUCIA

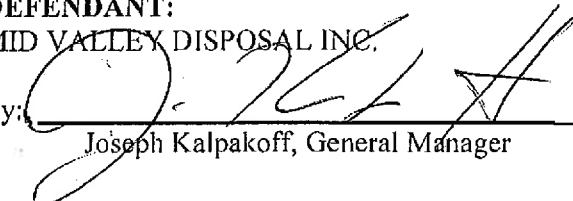
Dated: 3-18-, 2019

DEFENDANT:
MID VALLEY DISPOSAL LLC

By: 
Joseph Kalpakoff, General Manager

Dated: 3-18-, 2019

DEFENDANT:
MID VALLEY DISPOSAL INC.

By: 
Joseph Kalpakoff, General Manager

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2019

CLASS COUNSEL:
GRAHAMHOLLIS, APC

By: _____
GRAHAM S.P. HOLLIS
VILMARIE CORDERO
NATHAN REESE

Dated: _____, 2019

DEFENDANTS' COUNSEL:
BOUTIN JONES INC.

By: _____
BRUCE M. TIMM
KIMBERLY A. LUCIA

Dated: _____, 2019

DEFENDANT:
MID VALLEY DISPOSAL LLC

By: _____
Joseph Kalpakoff, General Manager

Dated: _____, 2019

DEFENDANT:
MID VALLEY DISPOSAL INC.

By: _____
Joseph Kalpakoff, General Manager

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2019

CLASS COUNSEL:
GRAHAMHOLLIS, APC

By: _____
GRAHAM S.P. HOLLIS
VILMARIE CORDERO
NATHAN REESE

Dated: March 18, 2019

DEFENDANTS' COUNSEL:
BOUTIN JONES INC.

By: _____

BRUCE M. TIMM
KIMBERLY A. LUCIA

EXHIBIT A

Notice Of Proposed Class Action And Private Attorney General Act Settlement

Danny Drake v. Mid Valley Disposal, et al.

Fresno Superior Court; Case No. 16CECG01653

THIS IS A COURT-AUTHORIZED NOTICE

Dear **CLASS MEMBER NAME:**

You are receiving this Notice because a proposed Class Action Settlement has been reached by the parties in the above referenced action and Mid Valley Disposal LLC and Mid Valley Disposal Inc's ("Defendants") records indicate you are one of the individuals who fall within the Class entitled to receive money.

You are eligible to receive an Individual Settlement Payment based on the number of qualifying work weeks you worked in California performing trash retrieval duties on an assigned trash retrieval route during the Class Period (May 20, 2012 through [Date of Preliminary Approval]).

Defendants employment records show that you worked in the Class from HIRE DATE to TERM DATE/PRELIM APPR DATE. You are eligible to receive an estimated payment of approximately \$ EST PYMNT.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS ARE
AFFECTED WHETHER YOU ACT OR DON'T ACT.**

BASIC INFORMATION

1. What is this lawsuit about?

This class action and Private Attorneys General Act representative action lawsuit (the "Action") claims that Defendants allegedly (1) violated the California Labor giving rise to claims under the Private Attorney General Act, (2) failed to provide meal periods (3) failed to provide rest periods, (4) failed to pay minimum and regular wages, (5) failed to pay all overtime wages, (6) failed to maintain accurate records, (7) failed to provide accurate itemized wage statements, (8) failed to timely pay wage due during employment, (9) failed to indemnify all necessary work expenses, (10) failed to timely pay wages due upon separation of employment, and (11) violated the Business and Professions Code § 17200 et seq. (the "legal issues"). Defendants deny all alleged violations and deny that they owe Class Members any remedies. The court has not made a ruling on the merits of the case.

QUESTIONS? CALL [SETTLEMENT ADMINISTRATOR NUMBER] TOLL FREE

Notice of Class Action And Private Attorney General Act Settlement

2. What is a class action lawsuit?

In a class action or representative action, one or more persons called Class Representatives or Representative Plaintiff (in this case Danny Drake), sue on behalf of certain current or former employees who appear to have similar claims. All these people are referred to here as Class Members. A court resolves the issues for all Class Members in one or more lawsuits, except for those who exclude themselves from the Action. A Class Member is bound by the judgment entered in the case and may not file his or her own lawsuit on the same claims that were decided or settled in the Action, unless he/she excludes him/herself from the settlement. Here, the Court has now preliminarily approved the Settlement and appointed Plaintiff Danny Drake as the Class Representative.

3. Why is there a settlement?

The court in this case did not decide in favor of the Plaintiff, the Class or the Defendants. Instead, both sides agreed to a settlement that they believe is fair, reasonable, and adequate under the circumstances.

WHO IS IN THE SETTLEMENT

4. How do I know if I am a Class Member?

You are part of the settlement, and a Class Member, if you are an individual who was employed by Mid Valley Disposal LLC or Mid Valley Disposal Inc in California as a non-exempt employee performing trash retrieval duties on an assigned trash retrieval route from May 20, 2012 through [Date of Preliminary Approval]. You are also a member of the Waiting Time Penalties Subclass, if you are Class Member and your employment ended, according to Defendants' records, between May 20, 2013 and [Date of Preliminary Approval Date]).

THE SETTLEMENT BENEFITS-WHAT YOU GET

5. What does the settlement provide?

Defendants have agreed to pay a maximum total of \$150,000.00 (the "Maximum Settlement Amount") to settle this Action. The Maximum Settlement Amount does not include the Defendants' share of payroll taxes arising out of the settlement, which Defendants will pay separately. The Settlement provides for the appointment of a third-party settlement administrator who is responsible for distributing this notice, making the payments according to the settlement, and performing all tasks

Notice of Class Action And Private Attorney General Act Settlement

required in order to administer the settlement. Before any payments will be made to Class Members, however, the following deductions will be made from the Maximum Settlement Amount:

- Settlement Administration Costs: For its work administering the Settlement, **CPT Group, Inc.**, (the “Settlement Administrator”) will charge an amount not to exceed \$**14,500**.
- Class Representative’s Service Payment: For his efforts prosecuting this Action and for acting as the representative on behalf of the Class, Danny Drake will request a Class Representative Service Payment in an amount not to exceed \$10,000.
- Attorneys’ Fees and Expenses: Class Counsel will request a payment up to \$ 50,000.00 in attorneys’ fees plus reimbursement of actual litigation costs, not to exceed \$**27,000**. Class Members are not personally responsible for paying Class Counsel’s attorneys’ fees or costs.
- PAGA Penalty Payment to the LWDA: \$ 3,000 will be paid to the California Labor and Workforce Development Agency (“LWDA”) for civil penalties under PAGA.

6. How will my payment be calculated?

After deducting the amounts listed above for Administration Costs, Class Representative Service Payment, Attorney’s Fees and Expenses, and the PAGA Payment to the LWDA, the balance of the settlement money [also called the Net Settlement Sum] will be allocated among the Class Member who do not exclude themselves from this Settlement.

Relying on the personnel records maintained by Defendants, the Settlement Administrator will add together the number of workweeks each participating Class Member worked during the Class Period (from May 20, 2018 through [**Date of Preliminary Approval**]). Ninety (90) percent of the Net Settlement Fund will be allocated to each participating Class Member who does not exclude himself or herself from this Settlement. Ninety (90) percent of the Net Settlement Sum is divided by the total workweek number to calculate the amount of money to be paid to each Class Member for each week he or she worked for Defendants during the class period as a member of the Class.

The remaining ten (10) percent of the Net Settlement Fund will be allocated to the Waiting Time Penalties Subclass (Class Members whose employment ended, according to Defendants’ records, between May 20, 2013 and [**Date of Preliminary Approval Date**]). Each participating member of the Waiting Time Penalties Subclass will receive a waiting time penalty payment on a per-capita basis.

Notice of Class Action And Private Attorney General Act Settlement

7. How much will I receive?

Defendants' records show that you worked a total of [est. amount] workweeks as a non-exempt California employee in performing waste retrieval duties on an assigned waste retrieval route between May 20, 2012 through [date of prelim. approval.]

This means you will receive an amount currently estimated to be: \$[est. amount].

The portion of the settlement which constitutes wages, twenty percent (33.4%) of the payment, will be subject to withholding, and you will receive an IRS Form W-2. For the other eighty percent (66.6%) of the payment, there will be no withholding and you will receive an IRS Form 1099.

If you believe in good faith that the number of workweeks listed above is incorrect, you must contact the Settlement Administrator and provide documentation that you believe demonstrates that those calculations are incorrect and authorize the Settlement Administrator to review your records and related documents. The number of workweeks stated herein is presumed to be correct unless the documents you submit (such as wage statements and paystubs) substantiate that the calculations provided are incorrect. **Any such dispute must be mailed to the Settlement Administrator, at the designated address for the Settlement Administrator within the prescribed time period.** If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.

8. How do I receive my payment?

To receive your payment, *you do not have to do anything*. Once the Settlement receives final approval by the Court, the Settlement Administrator will automatically send you your settlement payment check as long as you do not request to be excluded.

9. When do I get my payment?

The Court will hold a hearing on <<[DATE OF FINAL APPROVAL HEARING]>> to decide whether to approve the Settlement. To check on the progress of the Settlement, you may call the Settlement Administrator at [Settlement Administrator Number]. If the Court approves the Settlement, and you do not exclude yourself from this Settlement, you will receive payment following the hearing. **Once the Settlement Administrator mails you your Settlement checks, you must cash your check within 180 days from the date the checks are mailed. If you do not cash your checks within 180 days, you will forfeit your right to receive any Settlement amount and will continue to be bound by the Settlement.**

Notice of Class Action And Private Attorney General Act Settlement

10. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself from the Class, you will remain a Class Member and part of the Settlement, which means you will not be able to sue or be part of any other lawsuit against Defendants or of their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys ("Released Parties") about the legal issues in *this* case, and all of the courts' orders issued in this case will apply to you and legally bind you.

If you do not exclude yourself from the Settlement, you will agree to compromise and release the Class Released Claims set forth below as follows:

RELEASE

Upon Final Approval by the Court of this Stipulation of Settlement, Class Members compromise, release, resolve, relinquish, and discharge each and all Released Parties from any and all claims alleged in the Action or that could have been brought in the Action, whether brought under state, local law or federal law, including but not limited to the California Labor Code, the California Private Attorneys General Act, Industrial Welfare Commission Wage Orders, and/or contract law that are based on, directly related to, or were or could have been pled based on the factual allegations alleged in the Actions, whether known or unknown, and whether in the nature of wages, overtime, premium pay, statutory penalties, civil penalties, liquidated damages, punitive damages, attorneys' fees, costs, interest, or injunctive relief or other remedies, that exist in their favor through the date of Preliminary Approval.

In addition, each member of the Class who chooses to participate in this Settlement will also be deemed to have opted into the Action for purposes of the federal Fair Labor Standards Act, 29 U.S.C. §§201 et seq. (FLSA) and their Released Claims will include a release of any FLSA claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator requesting exclusion from the settlement. The letter must include your full name (and former names, if any), address, telephone number, last four digits of your social security number, your signature. Your request for exclusion must state: "I request to be excluded from the class action proceedings in the matter of *Danny Drake v. Mid Valley Disposal LLC, et al.*, Case No. 16CECG01653 pending in the California Superior Court, County of Fresno." You must mail the written request for

Notice of Class Action And Private Attorney General Act Settlement

exclusion postmarked no later than <<45 days from mailing>> to the Settlement Administrator at the following address:

Settlement Administrator

c/o <<TPA>>

<<address>>

You cannot exclude yourself on the phone or by fax. If you ask to be excluded, you will not receive any money from the Settlement and you cannot object to the Settlement. Class Counsel will not represent your interests in this lawsuit if you request to be excluded. You will not be legally bound by anything that happens in this lawsuit.

12. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, **you will not receive any money from this Settlement**. If you exclude yourself from the Settlement, you keep the right to sue Defendants on your own and at your own expense.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court that I don't like the Settlement?

If you are a Class Member and you wish to object to the Settlement, you may file a written objection to the Settlement with the Settlement Administrator no later than <<45 days from mailing>> and object at the time of the Final Approval Hearing. Your objection cannot ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement, you may enter an appearance at the Final Approval Hearing *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

If you file a written objection with the Court, you must also send a copy of your written objection to the Settlement Administrator. Make sure that your objection includes your full name (and former names, if any), address, telephone number, your signature, and the reasons for the objection. You must mail your objection to the Settlement Administrator no later than <<45 days from mailing>>.

Notice of Class Action And Private Attorney General Act Settlement

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed Graham S.P. Hollis and Vilmarie Cordero of Graham Hollis APC to serve as Class Counsel and represent you and other Class Members. Class Counsel may be reached at:

GRAHAMHOLLIS APC
Vilmarie Cordero
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
Telephone: (619) 906-4025
Email: vcordero@grahamhollis.com

You will not be charged for their services. Instead, Class Counsel will request to be compensated directly from the Settlement, as discussed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will Class Counsel be paid?

Class Counsel undertook this case on a contingency basis, that is, without receiving any payment up front. Now, having successfully resolved this Action on behalf of the Class, Class Counsel will ask the Court to approve payment of up to \$50,000 for attorneys' fees, plus the reimbursement of the litigation costs actually incurred in the Action, not to exceed \$27,000. The fees will pay Class Counsel for litigating the case and negotiating the Settlement, but the Court may award less than these amounts. You can review a copy of Plaintiff's Motion for an Award of Attorney's Fees and Costs by calling the Settlement Administrator at [insert] on or after [INSERT DATE 14 Calendar days prior to the expiration of the objection/exclusion period]. Defendants have agreed not to oppose Class Counsel's request for these fees and costs.

THE COURT'S FAIRNESS HEARING

16. When and where will the court decide whether to approve the Settlement?

The Court will hold a hearing to grant final approval of the Settlement (a "Fairness Hearing") at ___ a.m./p.m. on [DATE], at Dept. 403 of the Fresno County Superior Court, located at 1130 O Street, Fresno, CA 93721-2220. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the

Notice of Class Action And Private Attorney General Act Settlement

hearing. The Court may also decide how much to pay Class Counsel. At or after the hearing, the Court will decide whether to grant final approval of the Settlement.

17. Do I have to come to the hearing?

No, you do not have to attend the hearing, but you are welcome to come at your own expense. If you file an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you are a member of the Class, the Settlement Administrator will mail you a payment as part of the Settlement. You will also be releasing the right to bring claims against Defendants that are at issue in this case and waiving the right to bring these claims in the future. This means that you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

19. How can I get more details about the Settlement?

This Notice is only a summary of the Action and the terms of the Class Action Settlement. You can obtain a copy of the Settlement, free of charge, by contacting the Settlement Administrator at [insert phone number].

For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action, which may be inspected at the Court Clerk's office, located at 1130 O Street, Fresno, CA 93721-2220, during regular business hours and view the Court file in *Danny L. Drake v. Mid Valley Disposal LLC et al*, Case No. 16CECG01653, or you may also access the case file on-line through the Court's web-site at www.fresno.courts.ca.gov.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT, THE JUDGE, OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.