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Attorneys for Plaintiff ENRIQUE MATA as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

ENRIQUE MATA as an individual and on
behalf of all employees similarly situated;

Plaintiff,

vs.

SIMI VALLEY RECYCLING CENTER,
INC., a California Corporation; WADE
SCHLOSSER, an individual; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 56-2016-00480241-CU-OE-VTA

**NOTICE OF ERRATA RE
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL;
DECLARATION OF TREANA L.
ALLEN**

Judge: Hon. Henry J. Walsh
Date: April 10, 2017
Time: 8: 20 a.m.
Place: Dept. 42

Action Filed: April 8, 2016
Trial Date: None

1 **TO THE HONORABLE COURT, DEFENDANT AND ITS ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on March 16, 2017, Plaintiff ENRIQUE MATA (hereinafter
3 "Plaintiff" filed the following documents:

4 DOCUMENT 1. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class
5 Action Settlement.

6 DOCUMENT 2. Declaration of Treana Allen in Support of Plaintiff's Motion for Preliminary
7 Approval;

8 Due to clerical errors, the following lines shall be corrected to read:

9 DOCUMENT 1. (Plaintiff's Notice of Motion and Motion for Preliminary Approval of
10 Settlement; Memorandum of Points and Authorities):

11 (Notice of Motion)

12 a) Page 2, Line 19 shall read: "to furnish the Settlement Administrator no later than
13 thirty (30) calendar days after the Court"

14 (Memorandum of Points & Authorities)

15 b) Page 5, Line 19 shall read: "2012 through the Date of Preliminary Approval;"

16 c) Page 14, Line 19 shall read: "approximately (65) members."

17 d) Page 8, in the proposed dates table, "June 17, 2017," should be read as "July 8,
18 2017," which is 45 days after the initial mailing has been sent out.

19 DOCUMENT 2. (Declaration of Treana Allen in Support of Plaintiff's Motion for Preliminary
20 Approval):

21 a) Page 10, Paragraph 39, Line 8- Attached as Exhibit "A," to this Notice of Errata is a
22 supplemental signature page to the Joint Stipulation and Resolution, which was
23 included as Exhibit "A" to the declaration.

24 Dated: March 28, 2017

MAHONEY LAW GROUP, APC

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26 

Treana L. Allen, Esq.
Attorney for Plaintiff ENRIQUE MATA
and on behalf of all employees similarly
situated.

DECLARATION OF TREANA L. ALLEN

I, Treana L. Allen, declare as follows:

1. I am an attorney duly admitted to practice law before the courts in the State of California. Unless otherwise specified, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently thereto, without intending to waive any attorney-client privilege.
2. I am an attorney at Mahoney Law Group, APC, and counsel of record for Plaintiff ENRIQUE MATA (hereinafter "Plaintiff" or "Class Representative") in the matter of *Enrique Mata v. Simi Valley Recycling Center, Inc. and Wade Schlosser*, filed in the Superior Court of Ventura County, Case No.: 56-2016-00480241-CU-OE-VTA.
3. This declaration is submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed concurrently herewith.
4. On March 16, 2017, Plaintiff ENRIQUE MATA (hereinafter "Plaintiff" filed the following documents: DOCUMENT 1. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement. DOCUMENT 2. Declaration of Treana Allen in Support of Plaintiff's Motion for Preliminary Approval;
5. On March 22, 2017, Defendants Simi Valley Recycling Center submitted their executed signature page of the Settlement Agreement, which was included as Exhibit "A" to the declaration.
6. Attached as "Exhibit A" to this notice of Errata is a supplemental signature page to the Joint Stipulation and Resolution, which was included as Exhibit "A" to the declaration.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this day of March 28, 2017

By: 

Treana L. Allen

EXHIBIT A

1 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
2 on any statement, promise, or representation of fact or law, made by any of the other Parties, or any
3 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
4 rights, or with regard to the advisability of making and executing this Agreement, or with respect to
5 any such matters that would alter or change the terms of this Agreement. No representations,
6 warranties, or inducements have been made to any party concerning this Agreement other than those
7 expressly set forth or referred to herein.

8 **Section 6.16: No Collateral Attack**

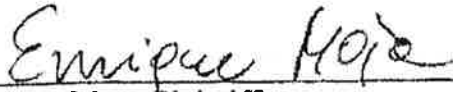
9 This Agreement shall not be subject to collateral attack by any Class Member or any
10 recipient of the Class Notice after the Final Effective Date. Such prohibited collateral attacks shall
11 include but not be limited to claims that the Class Member failed for any reason to receive timely
12 notice of the procedure for disputing the calculation of his or her Individual Settlement Payment.

13 **Section 6.17: Class Certification**

14 The Parties stipulate and agree to the certification of this Action for purposes of this
15 Settlement only. Should the Settlement not become final and effective as herein provided, class
16 certification will be set aside (subject to further proceedings on motion of any party to certify or
17 deny certification thereafter). The Parties' willingness to stipulate to class certification as part of the
18 Settlement will have no bearing on, and will not be admissible in or considered in connection with,
19 the issue of whether a class should be certified in a non-settlement context in this Action and will
20 have no bearing on, and will not be admissible or considered in connection with, the issue of
21 whether a class should be certified in any other lawsuit.

22 **EXECUTION BY PARTIES AND COUNSEL**

23
24 Dated: MARCH 15, 2017


Enrique Mata, Plaintiff

25
26 Dated: MARCH 22, 2017


Wade Schlosser, Owner
Simi Valley Recycling Center and Wade Schlosser

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within entitled action. My place of business is 249 East Ocean Boulevard, Suite 814, Long Beach, CA 90802.

On March 28, 2017, I served the foregoing document described as: NOTICE OF ERRATA RE PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL; DECLARATION OF TREANA L. ALLEN, on the interested parties in this action, addressed as follows:

Katessa C. Davis, Esq. Tae Kim, Esq. Corina Valderrama, Esq, OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 400 South Hope Street, Ste. 1200 Los Angeles, CA 90071	Attorneys for Defendants, SIMI VALLEY RECYCLING CENTER, INC. and WADE SCHLOSSER Phone: (213) 239-9800 Facsimile: (213) 239-9045 Email: katessa.davis@ogletreedeakins.com tae.kim@ogletreedeakins.com corina.valderrama.ogletreedeakins.com
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☒ By mail: I deposited such envelope(s) in the mail at Long Beach, California, with postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited within the U.S. postal service on that same day with postage thereon fully prepaid at Long Beach, CA in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.

☒ By e-mail: Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address jharmon@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ State: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 28, 2017, at Long Beach, California.


Joel Harmon