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16 WADE SCHLOSSER

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF VENTURA**

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

20 Plaintiff,

21 vs.

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

24 Defendants.

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

[Assigned for all purposes to
The Honorable Henry J. Walsh, Dept. 42]

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF CLAIMS**

Date: February 27, 2017

Time: 8: 30 a.m.

Place: Dept. 42

Action Filed: April 8, 2016

Trial Date: None

1 **STIPULATED SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2 **ARTICLE I**

3 **INTRODUCTION**

4 This Stipulated Settlement Agreement and Release of Claims (hereafter "the Agreement") is
5 entered into by and between Plaintiff Enrique Mata ("Representative Plaintiff") individually and on
6 behalf of the putative class, and Defendants Simi Valley Recycling Center, Inc. ("SVRC") and Wade
7 Schlosser, ("Defendants") to effectuate the settlement reached by the Parties after an all-day
8 mediation session on October 31, 2016, with Hon. Michael Marcus (Ret'd), of ADR services.
9 Representative Plaintiff and Defendants collectively are referred to herein as "the Parties."

10 Subject to the approval of the Court the Settlement of this Action shall be effectuated upon
11 and subject to the terms and conditions as set forth herein. The terms used herein shall have the
12 meanings set forth in the "Definitions" section or as defined elsewhere in the Agreement.

13 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
14 concluded by payment by Defendants of the Gross Settlement in an amount not to exceed One
15 Hundred Twenty Thousand Dollars (\$120,000.00) as provided in Section 3.06.a below ("Gross
16 Settlement Amount") and except as provided for herein, and upon the terms and conditions of this
17 Agreement in exchange for a release of all claims by Representative Plaintiff and the release of Class
18 Claims by Class Members as set forth herein. Any Class Member who does not affirmatively opt-
19 out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be
20 bound by all of its terms, including those pertaining to the Released Claims, as well as any Judgment
21 that may be entered by the Court if it grants final approval to the Settlement.

22 **ARTICLE II**

23 **DEFINITIONS**

24 As used in the Agreement, the following terms have the meanings specified below:

25 a. "Action" or "Complaint" means the civil action commenced on April 08, 2016, by
26 Enrique Mata, in the Ventura County Superior Court and captioned "*Enrique Mata v. Simi Valley*
27 *Recycling Center and Wade Schlosser*" Case No. 56-2016-00480241-CU-OE-VTA, as well as any
28 amendments thereto.

1 b. “Agreement”, “Settlement Agreement” and “Settlement” mean this Stipulated
2 Settlement Agreement and Release of Claims, including the attached Exhibits.

3 c. “Claims Administrator” means Phoenix Settlement Administrators.

4 d. “Claims Administration Costs” means all costs incurred by the Claims Administrator
5 in administration of the Settlement including but not limited to address verification measures,
6 mailing of notice to the Class, calculation of Individual Settlement Payments, preparation and
7 issuance of Individual Settlement Payment checks, administration of unclaimed checks, preparation
8 and issuance of checks to Class Counsel for attorneys’ fees and costs, preparation and issuance of
9 the check to Representative Plaintiff for her Enhancement, and submission of all tax related
10 documents and any other costs incidental to or associated with the claims administration of this
11 settlement, all pursuant to the terms of this Agreement. Claims Administration Costs are estimated
12 at \$6,000.00.

13 e. “Class Counsel” means the Mahoney Law Group APC.

14 f. “Class Member(s)” or “Participating Class Member(s)” means all current and former
15 non-exempt employees employed by Defendant Simi Valley Recycling Center and Wade Schlosser
16 in California from April 08, 2014 through the Date of Preliminary Approval who do not timely and
17 validly exclude themselves from the Class in compliance with the exclusion procedures set forth in
18 this Agreement.

19 g. “Class Settlement Notice” means the Notice of Proposed Class Action Settlement
20 attached hereto as Exhibit “A” or in substantially the same form as ultimately approved by the Court.

21 h. “Class Released Claims” means any claims and/or causes of action, claims, liens,
22 demands, damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys’
23 fees and costs, interest, punitive damages, controversies, and liabilities arising under any federal,
24 state or local law or administrative order, that was plead or could have been plead in the Action
25 based on the facts and circumstances alleged in the operative class action complaint, including
26 without limitation all claims for unpaid wages of any kind, including the failure to pay wages
27 (regular and overtime), the failure to pay wages upon termination, failure to timely pay wages during
28 employment, the failure to provide meal periods, the failure to provide rest breaks, the failure to

1 maintain or provide accurate itemized wage statements, the failure to maintain records, the failure to
2 reimburse for necessary business expenses; Business and Professions Code § 17200, liquidated
3 damages, punitive damages, waiting-time penalties, and interest during the time in which they
4 worked for Defendant.

5 j. "Class Period" means the period from April 08, 2012, through the date of Preliminary
6 Approval.

7 k. "Defendants" means Defendant Simi Valley Recycling Center, Inc., and Wade
8 Schlosser.

9 l. "Defense Counsel" means counsel for Defendants, Katessa C. Davis, Tae Kim and
10 Corina Valderrama of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

11 m. "Enhancement" means a monetary amount not to exceed Seven Thousand Five
12 Hundred Dollars (\$7,500.00), or such other amount as approved by the Court, for the Representative
13 Plaintiff which, subject to Court approval, shall be paid pursuant to Section 3.06.e of this
14 Agreement, as provided below.

15 n. "Final Approval Order" and "Judgement" refers to the order of the Court granting
16 final approval of this Agreement and entering a judgment approving this Agreement on substantially
17 the terms provided herein or as the same may be modified by subsequent written agreement of the
18 Parties.

19 o. "Final Effective Date" means twenty (20) days after the date on which the Court signs
20 the Final Approval Order granting final approval of the Agreement in the event that no objections
21 are made or filed to the Settlement. In the event that any such objections to the Settlement are made
22 or filed with either the Court or with the Claims Administrator, the Final Effective Date shall be
23 sixty (60) days after the date of the Final Approval Order, unless any petition for writ of mandate or
24 appeal is filed, in which case the Final Effective Date is ten (10) days after the remittitur issues on
25 the final ruling as to any petition for writ of mandate or appeal.

26 p. "Final Fairness Hearing" means the hearing at which the Court determines finally
27 whether the settlement herein is fair, reasonable and adequate and otherwise in conformity with law
28 and awards an Enhancement and reasonable attorneys' fees and costs consistent with the Agreement

1 and enters Judgment in conformity therewith.

2 q. "Individual Settlement Payments" means each Class Member's share of the Net
3 Settlement Amount that shall be paid to the Class Members less employee's portion of required
4 federal and state withholdings. Individual Settlement Payments shall be each Participating Class
5 Member's *pro rata* share of the Net Settlement Amount (which share shall be determined by the
6 calculations provided in this Agreement at 3.06.h).

7 r. "Gross Settlement Amount" means an amount not to exceed the sum of One Hundred
8 Twenty Thousand Dollars (\$120,000.00) (unless the class size of 65 as represented by Defendants
9 increases by more than 10%, then the settlement amount shall be increased by a pro rata share, (i.e.,
10 in the event the class size increases eleven percent 11%) the Settlement amount will also increase
11 11%), and includes all sums required to be paid for settlement of this Action including all wages,
12 damages, interest, penalties, Class Counsel's attorneys' fees and costs, any Enhancement Payment to
13 the Representative Plaintiff as awarded by the Court, and all costs of administration of this
14 settlement. The amount of the employer's share of payroll taxes is not included in the Gross
15 Settlement Amount and shall be paid separately by Defendant. Under the terms of this Settlement,
16 the maximum amount payable by Defendants will not exceed the Gross Settlement Amount

17 s. "PAGA Payment" means the amount that the Parties have agreed to pay to the Labor
18 and Workforce Development Agency ("LWDA") in connection with the Labor Code Private
19 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed
20 that One Thousand Dollars (\$1,000) of the Gross Settlement Amount will be allocated to the
21 resolution of any Class Members' claims arising under PAGA ("PAGA Settlement Amount").
22 Pursuant to PAGA, Seventy Five Percent (75%) or \$750 of the PAGA Settlement Amount will be
23 paid to the California Labor and Workforce Development Agency as the PAGA Payment. Twenty
24 Five Percent (25%) or \$250 of the PAGA Settlement Amount will be included in the Net Settlement
25 Amount.

26 t. "Net Settlement Amount" means the amount paid to or on behalf of the Class Members and
27 is the Gross Settlement Amount of One Hundred Twenty Thousand Dollars (\$120,000.00) less the
28 following: (1) Class Counsel's attorney fees not to exceed one-third (1/3) of the Gross Settlement

1 Amount Forty Thousand Dollars (\$40,000.00); (2) Class Counsel's costs not to exceed Eight
2 Thousand Dollars (\$8,000.00); (3) an Enhancement to be paid to Representative Plaintiff not to
3 exceed Seven Thousand Five Hundred Dollars (\$7,500.00); (4) the PAGA Payment of Seven
4 Hundred Fifty Dollars (\$750.00); and (5) costs incurred by the Claims Administrator of
5 approximately Six Thousand Dollars (\$6,000.00). The Net Settlement Amount is anticipated to be
6 approximately Fifty-Seven Thousand Seven Hundred Fifty Dollars (\$57,750.00).

7 u. "Preliminary Approval Order" means the Order Preliminarily Approving Class
8 Action Settlement, Directing Distribution of the Class Settlement Notice, and Scheduling the Final
9 Fairness Hearing.

10 v. "Preliminary Approval Date" means the date on which the Court enters the Order of
11 Preliminary Approval preliminarily approving the Settlement.

12 w. "Released Claims" means all wage and hour claims, rights, demands, liabilities and
13 causes of action of every nature and description related to the claims litigated in the Action during
14 the Class Period, including without limitation statutory, constitutional, contractual or common law
15 claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest,
16 restitution, equitable relief, or any other relief based on the following categories of allegations during
17 the Class Period: (a) all claims for unpaid overtime; (b) all claims for meal and rest period
18 violations, including but not limited to the payment of premiums for alleged meal and rest period
19 violations; (c) all claims for unpaid minimum wages; (d) all claims for the failure to timely pay
20 wages upon termination; (e) all claims for wage statement violations; (f) all claims for the failure to
21 reimburse for necessary business expenses; (g) all claims asserted through California Labor Code
22 sections 2699 *et seq.* (the Private Attorneys General Act of 2004 ("PAGA")) arising out of the
23 aforementioned claims; and (h) all claims asserted through California Business & Professions Code
24 § 17200 *et seq.* arising out of the aforementioned claims. Solely with respect to the Released
25 Claims, Class Members expressly waive any rights or benefits available to them under the provisions
26 of California Civil Code section 1542, which provides as follows: A GENERAL RELEASE DOES
27 NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
28 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

1 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
2 SETTLEMENT WITH THE DEBTOR. The period of the Release shall extend to the limits of the
3 Class Period. The res judicata effect of the Judgment will be the same as that of the Release. The
4 definition of Released Claims shall not be limited in any way by the possibility that Plaintiff or
5 Settlement Class Members may discover new facts or legal theories or legal arguments not alleged in
6 the operative complaint but which might serve as an alternative basis for pursuing the same claims,
7 causes of action, or legal theories of relief falling within the definition of Released Claims.

8 x. "Released Parties" means Defendants Simi Valley Recycling Center and Wade
9 Schlosser and Defendants' past and present affiliated entities, their predecessors, successors, assigns,
10 and their respective officers, directors, employees, agents, insurers, trustees, attorneys, shareholders,
11 representatives, administrators, fiduciaries, beneficiaries, and partners.

12 y. "Representative Plaintiff" means Plaintiff Enrique Mata.

13 z. "Request for Exclusion" means a timely letter submitted by a Class Member
14 indicating a request to be excluded from the settlement. The Request for Exclusion must: (a) be
15 signed by the Class Member; (b) contain the name, address, telephone number and the last four
16 digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that
17 the Class Member does not wish to be included in the settlement; (d) be returned by fax or mail to
18 the Claims Administrator at the specified address and/or facsimile number; and (e) be faxed or
19 postmarked on or before the Response Deadline. The date of the fax or postmark on the return
20 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has
21 been timely submitted. A Class Member who does not request exclusion from the settlement will be
22 deemed a Class Member and will be bound by all terms of the Settlement Agreement if the
23 settlement is granted final approval by the Court.

24 **ARTICLE III**

25 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT**

26 The Parties enter into this Agreement contingent upon the approval by the Court. If the Final
27 Effective Date does not occur, this Agreement shall be deemed null and void, shall be of no force or
28 effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

1 The Parties and their respective counsel shall take all steps that may be requested by the
2 Court relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. The procedure for
4 obtaining Court approval of and implementing this Agreement is as follows.

5 **Section 3.01: First Amended Complaint.**

6 As a condition of settlement, Plaintiff will file, within seven (7) business days from the
7 execution of this Settlement Agreement, a First Amended Complaint (“FAC”) to conform the
8 pleadings with the scope of the Settlement and Released Claims, in the form attached hereto as
9 Exhibit C. Defendants will not be required to file an answer or other responsive pleading to the
10 FAC. Defendants do not impliedly or expressly waive any arguments or defenses to the FAC.

11 **Section 3.01: Motion for Preliminary Approval**

12 Representative Plaintiff shall bring a motion for an order granting preliminary approval of
13 this Agreement, including the Class Settlement Notice.

14 **Section 3.02: The Claims Administrator**

15 The Parties have agreed that Phoenix Settlement Administrators will act as the third-party
16 administrator to administer this Settlement and to act as the Claims Administrator, and the Parties
17 estimate that the costs of the Claims Administrator are estimated to be Six Thousand Dollars
18 (\$6,000.00). The Claims Administrator will administer the settlement by performing address
19 verification for the class members, distributing the Class Settlement Notice, performing skip traces,
20 receiving Opt-Outs, providing Class Counsel and counsel for Defendant with weekly updates on the
21 status (including Class Member names and percentages) of Opt-Outs, distributing settlement checks
22 to Participating Class Members (along with a cover letter explaining the date by which settlement
23 checks must be negotiated); making the payment to whatever taxing authorities as necessary and
24 with respect to the payroll taxes withheld from the class member checks, and making the payments
25 of the amounts awarded to Class Counsel for fees and costs and the Enhancement awarded to
26 Representative Plaintiff. The actions of the Claims Administrator shall be governed by the terms of
27 the Agreement. The Parties, through their counsel, may provide written information needed by the
28 Claims Administrator pursuant to the Agreement. All costs of administering the Settlement shall be

1 paid out of the Gross Settlement Amount.

2 **Section 3.03: Notice to Class Members and Settlement Procedures**

3 **a. Identification of Class Members:** Within thirty (30) days following entry of the
4 Preliminary Approval Order, Defendant shall provide to the Claims Administrator a confidential list
5 in Excel spreadsheet format containing the name and last known address, telephone number, and social
6 security number of each Class Member in addition to the start and end dates for each Class Member.
7 This information shall be treated as confidential and shall not be disclosed to the Representative
8 Plaintiff and Class Counsel without prior approval from Defendants' Counsel.

9 **b. Mailing of Class Settlement Notice:** Promptly upon receipt of the Class Members'
10 information from Defendants, the Claims Administrator shall attempt to obtain updated addresses for
11 Class Members from the U.S. Postal Service and Accurant. Within fourteen (14) days after receipt of
12 the Class Member information from Defendants, or receipt of any updated addresses from the U.S.
13 Postal Service, whichever is later, the Claims Administrator shall mail the Class Settlement Notice to
14 all Class Members via first-class mail using the updated address information. With respect to each
15 Class Notice that is returned as undeliverable within thirty (30) days of initial mailing, the Claims
16 Administrator shall promptly attempt to determine a correct address using Experian and shall re-send
17 the Class Notice via first-class mail to any new address thereby determined. If no address can be
18 determined by the Claims Administrator after these efforts, no further efforts to determine an address
19 shall be required. To the extent counsel become aware of any new addresses, those shall be forwarded
20 to the Claims Administrator.

21 **c. Notification to Counsel:** No later than fifteen (15) days prior to the Final Fairness
22 Hearing, the Claims Administrator shall provide Defense Counsel and Class Counsel with a
23 declaration attesting to completion of the notice process, including any attempts to obtain valid mailing
24 addresses for and re-sending of any returned Class Settlement Notices. Compliance with the
25 procedures described in this Section shall constitute due and sufficient notice to Class Members of this
26 proposed Settlement and the Final Fairness Hearing, and shall satisfy the requirements of due process.
27 Nothing else shall be required of the Parties, Class Counsel, Defense Counsel, or the Claims
28 Administrator to provide notice of the proposed Settlement and the Fairness Hearing.

1 **Section 3.04: Settlement Procedures**

2 **a. Claim Forms Not Required for Class Members to Receive Settlement Payment:**

3 The Parties to this Agreement agree that the entire Gross Settlement Amount will be paid out with
4 no residuals kept by or reversion to Defendants. In order to receive funds hereunder, Class Members
5 are not required to submit a claim form. Instead, a notice identifying the amount of each claim and a
6 check for payment thereof, or such modified amount as a result of any challenge made by the Class
7 Member, will be sent to them by first class mail as set forth herein.

8 **b. Objections to Settlement:** The Representative Plaintiff may not object to this
9 Agreement. The Representative Plaintiff cannot object to the settlement because he has already
10 approved the settlement and section 3.06(e) below states the agreement remains in force if the Court
11 does not approve the amount of the enhancement, thus the named plaintiff does not have the conflict
12 raised *Radcliffe v. Experian Information Solutions, Inc.* (9th Cir., May 2, 2013) 715 F.3d 1157, 1165.
13 For any other Class Member to object to this Agreement, or any term of it, the person making the
14 objection must be a Class Member, and must, by no later than forty-five (45) days after the Class
15 Settlement Notice was initially mailed to the Class Members, submit to the Settlement
16 Administrator, a written statement of the grounds of objection, signed by the objecting Class
17 Member or his or her attorney, along with all supporting papers. The Settlement Administrator will
18 provide to Class Counsel and Defense Counsel notice of any objection within five (5) days of
19 receipt. The Settlement Administrator will submit any objection received to the Court with its
20 Declaration in Support of Final Approval. For Class Notices re-mailed by the Settlement
21 Administrator pursuant to section 3.03.b, written statements of the grounds for objection must be
22 filed and served no later than forty-five (45) days after the initial mailing of the Class Notice or
23 fifteen (15) days of the re-mailing, whichever is later. The date of mailing or re-mailing of the Class
24 Notice to the objecting Class Member shall be conclusively determined according to the records of
25 the Settlement Administrator. The Court retains final authority with respect to the consideration and
26 admissibility of any Class Member objections. Counsel for the Parties may file any response to the
27 objections submitted by objecting Class Members at least ten (10) days before the date of the
28 Fairness Hearing.

1 **c. Opt Out/Requests for Exclusion:** The Representative Plaintiff may not request
2 exclusion from the Class. For any other Class Member to validly exclude himself or herself from the
3 Class and this Settlement (*i.e.*, to validly opt-out), they must submit an Opt Out Form which must be
4 signed by the Class Member or his or her authorized representative, and must be sent to the
5 Settlement Administrator, postmarked by no later than forty-five (45) days after the date the
6 Settlement Administrator initially mails the Class Notice to the Class Members. For Class Notice
7 Forms re-mailed by the Claims Administrator pursuant to section 3.03.b, the Opt Out Form must be
8 postmarked no later than forty-five (45) days after the date the Settlement Administrator initially
9 mails the Class Notice to the Class Members or fifteen (15) days of the re-mailing, whichever is
10 later. The Class Notice shall contain an Opt Out Form. The date of the initial mailing (or re-mailing
11 for Class Notices re-mailed) of the Class Notice and the date the signed request for exclusion was
12 postmarked, shall be conclusively determined according to the records of the Settlement
13 Administrator. Any Class Member who timely and validly requests exclusion from the Class and
14 this Settlement shall become a Non-Participating Class Member and shall not be entitled to nor
15 receive any Individual Settlement Payment, shall not be bound by the terms and conditions of this
16 Agreement, and shall not have any right to object, appeal, or comment thereon.

17 **d. Failure to Object:** Any Class Member who fails to timely file and serve such a
18 written statement of his or her intention to object shall be foreclosed from making any objection to
19 this settlement, unless otherwise ordered by the Court.

20 **e. Failure to Submit Opt Out Form:** Any Class Member who fails to submit a timely
21 and valid request for exclusion from the Class in response to the notice ordered by the Court in its
22 order granting Preliminary Approval shall automatically be deemed a Participating Class Member
23 for purposes of this Agreement whose rights and claims with respect to the Class Claims are
24 determined by the Court's Final Approval Order, and by the other rulings in the Action, regardless of
25 whether he or she negotiates/cashes the check for his or her Individual Settlement Payment.

26 **Section 3.05: Final Fairness Hearing**

27 On a date set forth in the Preliminary Approval Order and Class Settlement Notice, which
28 date shall be approximately sixty (60) days after the initial mailing of the Notice of Proposed Class

1 Action Settlement, a Final Fairness Hearing shall be held before the Court to consider any timely
2 objections made pursuant to Section 3.04.b above and all responses by the Parties to such objections.
3 At the Final Fairness hearing, the Parties shall ask the Court to approve the Settlement Agreement
4 and enter judgment.

5 **a. Waiver of Right to Appeal:** Provided that the Final Approval Order is consistent
6 with the terms and conditions of this Agreement, all Class Members who do not submit timely
7 objections to the Settlement hereby waive any and all rights to appeal from the Final Approval Order
8 and Judgment, including all rights to any post-Final Approval Order proceeding and appellate
9 proceeding, such as a motion to vacate or set-aside the Final Approval Order and Judgment, a
10 motion for new trial, and any extraordinary writ, and the Final Approval Order and Judgment
11 therefore shall become final and non-appealable at the time it is entered. This waiver does not
12 include any waiver of the right to oppose any appeal, appellate proceedings, or post-Final Order
13 proceedings.

14 A modification by the Court of the requested amount of the Enhancement or Class Counsel's
15 fees or costs shall not constitute a basis for appeal of the Final Order and Judgment within the
16 meaning of this paragraph.

17 **b. Vacation, Reversal, or Material Modification of Final Order and Judgment on**
18 **Appeal or Review:**

19 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition,
20 or application, the reviewing court vacates, reverses, or modifies the Final Order and Judgment such
21 that there is a material modification to the Settlement and that court's decision is not completely
22 reversed, and the Final Order and Judgment is not fully affirmed on review by a higher court, then
23 Representative Plaintiff and Defendants shall each have the right, but not the obligation, to void the
24 Settlement, which the Party must do by giving written notice to the other Party, the final reviewing
25 court, and the Court not later than thirty (30) days after the final reviewing court's decision vacating,
26 reversing, or materially modifying the Final Order becomes final and non-appealable. A vacation,
27 reversal, or modification of the Court's award of the Enhancement or Class Counsel's fees or costs
28 shall not constitute a vacation, reversal, or material modification of the Final Order and Judgment

1 within the meaning of this paragraph.

2 **Section 3.06: Settlement Payment Procedures**

3 **a. Settlement Sum.** In exchange for the releases set forth in this Agreement,
4 Defendants agree to pay the Gross Settlement Amount of One Hundred Twenty Thousand Dollars
5 (\$120,000.00). The Gross Settlement Amount includes Class Counsel's attorneys' fees and costs, an
6 Enhancement for Representative Plaintiff, the Individual Settlement Payments to Participating Class
7 Members, and all costs incurred by the Claims Administrator. Under no circumstances shall
8 Defendants be required to pay more than One Hundred Twenty Thousand Dollars (\$120,000.00)
9 However, should the class size which comprises of 65 Class Members as represented by Defendants
10 increases by more than 10%, then the Settlement amount shall be increased by on a pro rata basis,
11 (i.e., in the event the class size increases eleven percent 11% the Settlement amount will also
12 increase 11%).

13 **b. Allocation of Settlement Amount:** In full and complete settlement of the Action
14 and subject to this Settlement being approved by the Court, Defendants shall pay the Gross
15 Settlement Amount into the Qualified Settlement Fund established by the Claims Administrator, to
16 be allocated as follows:

17 **c. Reasonable attorneys' fees and litigation expenses:** Class Counsel has stated they
18 shall request that the Court award them attorneys' fees in an amount not to exceed Forty Thousand
19 Dollars (\$40,000.00). Class Counsel will request that the Court award them actual costs, but not to
20 exceed Eight Thousand Dollars (\$8,000.00) Defendants have agreed to neither oppose nor comment
21 on the fees and costs request. In the event that the Court awards less than the Forty Thousand
22 Dollars (\$40,000.00) requested for attorney fees and Eight Thousand Dollars (\$8,000.00) in costs,
23 the difference between the amounts actually awarded and the amounts requested shall be added to
24 the Net Settlement Amount and distributed to the Class Members in accordance with the procedures
25 set forth herein.

26 The award of reasonable attorneys' fees and costs granted by the Court shall be paid out of
27 the Gross Settlement Amount. Any award of attorneys' fees and costs shall include and satisfy all
28 past and future attorneys' fees and costs incurred to prosecute, settle, and participate in administering

1 the Settlement and the Agreement, including obtaining the Final Approval Order. Defendants shall
2 have no obligation to Class Counsel for any attorneys' fees and costs incurred in prosecuting this
3 Action other than as stated herein.

4 **d. Reasonable expenses of the Claims Administrator:** The Claims Administrator
5 shall be paid out of the Gross Settlement Amount and the Parties estimate that said costs shall not
6 exceed Six Thousand Dollars (\$6,000.00) and such payment shall not constitute payment to any
7 Participating Class Member(s).

8 **e. Enhancement to Representative Plaintiff:** Subject to Court approval,
9 Representative Plaintiff shall receive an enhancement not to exceed Seven Thousand Five Hundred
10 Dollars (\$7,500.00.) If the Court does not approve the amount of the enhancement, the Agreement
11 remains in full force and effect. The Enhancement shall be paid by check made payable to the
12 Representative Plaintiff, which shall be delivered by the Settlement Administrator to Class Counsel
13 within (ten) 10 days after the Final Effective Date. The Enhancement shall be paid out of the Gross
14 Settlement Amount and shall not constitute payment to any Participating Class Member(s).

15 Because it is the intent of the Parties that the Enhancement represents payment to
16 Representative Plaintiff for his service to the Class Members, and not wages, the Claims
17 Administrator shall not withhold any taxes from the Enhancement. The Enhancement shall be
18 reported on a Form 1099, which shall be provided to Representative Plaintiff and to the pertinent
19 taxing authorities as required by law. Although it is the contemplation of the Parties that the
20 Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax
21 Board, or some other taxing authority may take the position that some or all of the Enhancements
22 constitute wages for income tax and withholding purposes. Representative Plaintiff agrees to
23 assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax
24 Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by
25 Defendants from the Enhancement paid under this Agreement. In addition, Representative Plaintiff
26 shall hold Defendants, Released Parties and Class Counsel harmless and indemnify Defendants,
27 Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs,
28 incurred by Defendants by reason of any claims relating to the non-withholding of taxes from the

1 Enhancement.

2 **f. Payroll Taxes.** Based on business records for each Participating Class Member
3 provided by Defendants to the Settlement Administrator, the Settlement Administrator shall
4 calculate the payroll taxes applicable to the wage portion of the Net Settlement Amount made to
5 each Class Member. The employee share shall be withheld by the Settlement Administrator and
6 paid to the appropriate governmental agencies. The employer share of payroll taxes will be paid
7 separately by the Defendants and said payroll tax payment is in addition to the Gross Settlement
8 Amount. For purposes of calculating payroll taxes, the Parties agree, for purposes of this Agreement
9 only and for no other purpose that one-third of each Net Settlement Payment shall be considered to
10 be interest, one-third (1/3) shall be considered wages, and one-third (1/3) shall be considered other
11 payments.

12 **g. Allocation to Participating Class Members:** The amount remaining from the Gross
13 Settlement Amount after deducting the requested attorneys' fees and litigation costs, Enhancement
14 payment, PAGA Payment and the costs incurred by the Settlement Administrator, (the "Net
15 Settlement Amount") shall be distributed to the Class Members as their "Individual Settlement
16 Payments" in accordance with the formula set forth below.

17 **h. Individual Settlement Payments:** The Individual Settlement Payments shall be
18 calculated as follows:

19 **i. Calculation:** The Parties have estimated Fifty-Seven Thousand Seven Hundred Fifty
20 Dollars (\$57,750.00) as the Net Settlement Amount to settle all Class Members claims covered by
21 the Release. The actual Net Settlement Amount shall be subject to adjustment based on the amount
22 of costs of Settlement Administrator, the amount of the court approved Enhancement to be paid to
23 Representative Plaintiff, and the amount of the court approved attorneys' fees and costs to Class
24 Counsel. Participating Class Members' Individual Settlement Amount shall be based on a *pro rata*
25 value equal to the Net Settlement Amount multiplied by the ratio of (a) the number of Eligible
26 Workweeks (as defined below) by that Participating Class Member to (b) the total number of
27 Eligible Workweeks worked by all Class Members.

28 **1. "Eligible Workweek"** means a workweek that occurred during the Class

1 Period and during which a Class Member worked at least one-day as an hourly
2 non-exempt worker for Defendants based on Defendants' payroll records.

3 **2. Challenging Individual Settlement Payment Calculations.**

4 **a. Notice:** The notice from the third-party Settlement Administrator advising the
5 Class Members that the Court has granted Preliminary Approval shall also notify the Class Members
6 that he/she may within thirty (30) days of the mailing of the notice challenge the data maintained by
7 Defendants but not upon the formula approved by the Parties and the Court. Such challenges shall
8 be mailed to the Settlement Administrator postmarked no later than the thirtieth day after the mailing
9 of the notice and the Settlement Administrator shall provide a copy of the challenge and any
10 supporting documentation to counsel for the Parties within ten (10) days thereafter.

11 **b. Dispute Resolution:** The Settlement Administrator shall have the initial
12 responsibility of resolving all disputes that arise during the claims administration process, including,
13 without limitation, disputes, if any, regarding the calculation of each Class Member's percentage of
14 total W-2 wages if any, where the information submitted by Defendants based on its employment
15 records differs from the information submitted by the Class Member. In resolving such disputes,
16 Defendants' employment records shall be presumed to be accurate and correct, and shall be final and
17 binding, unless the information submitted by the Class Member (e.g., pay stubs, employment
18 records, etc.) proves otherwise. In the event the Settlement Administrator cannot resolve a dispute
19 based on a review of the available information, the Settlement Administrator shall request a
20 conference call between the Settlement Administrator, Class Counsel, and Defense Counsel to
21 discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator
22 shall fax or email copies of all available information to all counsel. The Parties will resolve all
23 disputes jointly, which shall be final and binding on any Class Member Disputes, and shall thereafter
24 instruct the Settlement Administrator how to proceed in processing the disputed claim. If the Parties
25 cannot reach agreement, the Claims Administrator's decision shall be final and binding.

26 **j. Distribution of Residual.** Any amounts from checks that remain uncashed after 180
27 days shall be paid by the Administrator to the California State Controller's Office pursuant to the
28 procedures for uncashed checks.

1 **k. Fair Formula:** The Parties recognize and agree that the precise value of each
2 Individual Settlement Payment, is difficult to determine with certainty for any given person, year, or
3 at all, and is subject to differing calculations and formulas. The Parties hereby agree that the
4 formula for allocating payments to Class Members as provided herein is reasonable and designed to
5 provide a fair settlement to the Participating Class Members.

6 **l. Timing of Settlement Payments:** Defendants shall send by U.S. mail and/or wire
7 transfer to the Claims Administrator one check in the amount of the Gross Settlement Amount and
8 payable to the fund established by the Settlement Administrator no later than twenty (20) business
9 days after the Final Effective Date. All of Defendants' obligations under this Agreement are deemed
10 to be satisfied upon Defendants' mailing and/or wiring of the settlement funds and
11 acknowledgement of receipt of said funds and Defendants shall have no further obligations to the
12 Class including, without limitation, any further obligations to make any other payments of any kind
13 to, or on behalf of, the Class. Within five (5) days after the funds are available, the Settlement
14 Administrator shall issue all of the checks for the Individual Settlement Payments, wire transfer
15 Counsel's fees and litigation costs to Class Counsel, and issue a check to the Representative Plaintiff
16 for the Enhancement Payment.

17 **m. No Additional Contribution by Defendants**

18 Other than as set forth above in section 3.06(a), Defendants shall not be called upon or
19 required to contribute additional monies above the Gross Settlement Amount under any
20 circumstances whatsoever except as specifically set forth herein. All costs and expenses arising out
21 of or in connection with the performance of this Agreement shall be paid from the Gross Settlement
22 Amount.

23 In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified,
24 however that may occur, or the Settlement of the Action is barred by operation of law, or
25 invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants shall
26 cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the
27 terms of this Agreement and this action shall resume as though no Settlement had occurred with the
28 action proceeding in Ventura County Superior Court.

1 **n. Labor and Workforce Development Agency Payment**

2 Subject to Court approval, the Parties agree that the PAGA Settlement Amount of One
3 Thousand Dollars (\$1,000) will be designated for satisfaction of Plaintiff's and Class Members'
4 PAGA claims.

5 **o. Tax Treatment.** Defendant makes no representation as to the tax treatment or legal
6 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
7 relying on any statement, representation, or calculation by Defendants or by the Claims
8 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
9 they are solely responsible for the payment of any taxes and penalties assessed on the payments
10 described herein, except insofar as Defendants will be responsible for payment of any required
11 employer's share of payroll taxes. Circular 230 Disclaimer. EACH PARTY TO THIS
12 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"
13 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
14 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION
15 OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
17 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
19 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
20 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
21 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
22 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
23 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
24 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
25 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
26 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
27 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
28 ADVISED TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS

1 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
2 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
3 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
4 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
5 CONTEMPLATED BY THIS AGREEMENT.

6 **ARTICLE IV**

7 **LIMITATIONS ON USE OF THIS SETTLEMENT**

8 **Section 4.01: No Admission**

9 Defendants deny that they have engaged in any unlawful activity, that they have failed to
10 comply with the law in any respect, that they have any liability to anyone under the claims asserted
11 in the Action, and that but for this Settlement a class should not be certified in this Action. This
12 Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing
13 in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by
14 Defendants.

15 **Section 4.02: Non-Evidentiary Use**

16 Whether or not the Final Effective Date occurs, neither this Agreement nor any of its terms
17 nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or
18 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties
19 including but not limited to evidence of a presumption, concession, indication, or admission by any
20 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b)
21 disclosed, referred to, or offered in evidence against any of the Released Parties in any further
22 proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except
23 for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to
24 establish that a Class Member has resolved any of his/her claims released through this Agreement.

25 **Section 4.03. Nullification of Settlement by Defendants.**

26 Defendants shall retain the right, in the exercise of their sole discretion, to nullify the
27 settlement if Class Members possessing or representing more than an aggregate total of Twenty
28 percent (20%) of the Net Settlement Amount, opt out of the Settlement. Defendants will have the

1 right to void this settlement within fourteen days of the Claim Deadline. If Defendants exercise their
2 right under this paragraph, it shall be solely liable for administrative costs. Defendants agree that it
3 will not in any manner take any actions to encourage settlement class members to opt out.

4 **Section 4.05: Nullification**

5 If the Court (a) should for any reason fail to approve this Settlement in the form agreed to by
6 the Parties (except for the amount of attorney fees and costs, Enhancement award, or allocation of
7 the Net Settlement Amount), or (b) the Court should for any reason fail to enter the Final Order, or
8 (c) the Final Order is reversed, modified, or declared or rendered void, or (d) the Defendants
9 exercise their right under Section 4.03 of this Agreement, then (i) this Agreement shall be considered
10 null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be
11 of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without
12 prejudice, as if the Agreement had been neither entered into nor filed with the Court.

13 Invalidating of any material portion of this Agreement, except for the amount of attorneys'
14 fees, costs, Enhancement, and allocation of the Net Settlement Amount, shall invalidate this
15 Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining
16 provisions shall remain in full force and effect. In the event the Court invalidates any material
17 portion of this Agreement, said order does not preclude any Party from appealing the Court's order
18 in that regard.

19 **ARTICLE V**

20 **RELEASES**

21 **Section 5.01: Releases by Class Members**

22 On the Final Effective Date, all Class Members shall be bound by this Agreement.

23 **Section 5.02: Release of All Claims Relating To The Action**

24 As of the Effective Date, in exchange for the Class Settlement Amount, Plaintiff and the
25 Settlement Class release the Released Parties from the Released Claims for the Class
26 Period. Plaintiff and the Settlement Class may hereafter discover facts in addition to or different
27 from those they now know or believe to be true with respect to the subject matter of the Released
28 Claims, but upon the Effective Date, shall be deemed to have, and by operation of the final judgment

1 shall have, fully, finally, and forever settled and released any and all of the Released Claims,
2 whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now
3 exist, or heretofore have existed, upon any theory of law or equity now existing or coming into
4 existence in the future, including, but not limited to, conduct that is negligent, intentional, with or
5 without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or
6 existence of such different or additional facts.

7 **Section 5.03: Representative Plaintiff's and Defendants' General Release**

8 **a. Representative Plaintiff's General Release**

9 Upon the Effective Date, and as a condition of receiving any portion of the Class
10 Representative Enhancement Payment, Representative Plaintiff does hereby, for himself, and for his
11 heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the
12 Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
13 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,
14 debts, and expenses (including back wages, penalties, liquidated damages, and attorneys' fees and
15 costs actually incurred) of any nature whatsoever, from the beginning of time through the date of his
16 signature on this Agreement, known or unknown, suspected or unsuspected, including but not
17 limited to all claims arising out of, based upon, or relating to his employment with Defendants or the
18 remuneration for such employment. Without limiting the generality of the foregoing, Representative
19 Plaintiff expressly releases all claims which were or could have been raised in the Action and all
20 claims or rights arising out of alleged violations of any contracts, express or implied (including but
21 not limited to any contract of employment); any contract or covenant of good faith or fair dealing
22 (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor
23 Code 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and
24 defamation; any "retaliation" claims; any claims relating to any breach of public policy; any legal
25 restrictions on Defendant's right to discharge employees or refuse to hire applicants; and any federal,
26 state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title
27 VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or
28 harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981

(discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov't Code § 12945.1 *et seq.* (family/medical leave); (9) the California Labor Code or any Industrial Welfare Commission Wage Order; (10) and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (11) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits).

b. Representative Plaintiff's Release of Unknown Claims

Representative Plaintiff agrees there is a risk that each and every injury he may have allegedly or actually suffered by reason of the Released Parties' relationship with him might not now be known, and there is further risk that said injuries, whether known or unknown at the date of this Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained by him. Nevertheless, Representative Plaintiff desires to forever and fully release and discharge the Released Parties, and understands that by the execution of this Agreement no further claims for any such injuries that existed at the time of the execution of this Agreement may ever be asserted by her. Representative Plaintiff expressly waives and relinquishes all rights and benefits afforded by section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have

1 **materially affected his or her settlement with the debtor.**

2 Thus, subject to and in accordance with this Agreement, even if Representative Plaintiff may
3 hereafter discover facts in addition to or different from those he now knows or believes to be true,
4 Representative Plaintiff, upon the Final Effective Date, shall be deemed to have fully, finally, and
5 forever settled and released any and all claims against the Released Parties that were alleged or could
6 have been alleged in the Action, as well as any other claims, whether known or unknown, suspected
7 or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity,
8 including without limitation, conduct which is negligent, intentional, with or without malice, or a
9 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
10 different or additional facts.

11 **c. Exception to Release**

12 Excepted from the Section 5.03, subd. (a) and (b), are those claims set forth in Plaintiff's
13 Complaint for Damages filed with the Los Angeles Superior Court on February 22, 2017, entitled
14 *Enrique Mata v. Simi Valley Recycling Center Inc.*, No. BC651513.

15 **Section 5.05: Class Counsel's Release of Defendants**

16 As of the Final Effective Date, and except as otherwise provided by this Agreement, Class
17 Counsel will waive any claim to costs or attorneys' fees or other expenses against Defendants and
18 the Released Parties arising from or related to the Action, including but not limited to claims based
19 on the California Labor Code, the California Code of Civil Procedure, and any other statute, law, or
20 other legal or equitable authority or theory, that arose during the liability period.

21 **ARTICLE VI**

22 **MISCELLANEOUS PROVISIONS**

23 **Section 6.01: Amendments or Modifications**

24 The terms and provisions of this Agreement may be amended or modified only by an express
25 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.

26 **Section 6.02: Assignment**

27 None of the rights, commitments, or obligations recognized under this Agreement may be
28 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express

1 written consent of each other Party and their respective counsel. The representations, warranties,
2 covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under
3 this Agreement, and shall not be construed to confer any right or to avail any remedy to any other
4 person.

5 **Section 6.03: Governing Law**

6 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
7 shall be determined, in accordance with the laws of the State of California.

8 **Section 6.04: Entire Agreement**

9 This Agreement, including the Exhibits referred to herein, which forms an integral part
10 hereof, contains the entire understanding of the Parties hereto with respect of the subject matter
11 contained herein. In case of any conflict between text contained in Articles I through VI of this
12 Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through
13 VI) shall be controlling. There are no restrictions, promises, representations, warranties, covenants,
14 or undertakings governing the subject matter of this Agreement other than those expressly set forth
15 or referred to herein. This Agreement supersedes all prior agreements and understandings among
16 the Parties hereto with respect to the settlement of the Action including correspondence between
17 Class Counsel and Defense Counsel.

18 **Section 6.05: Counterparts and Fax Signatures**

19 This Agreement, and any amendments hereto, may be executed in any number of
20 counterparts and any Party and/or their respective counsel hereto may execute any such counterpart,
21 each of which when executed and delivered shall be deemed to be an original and all of which
22 counterparts taken together shall constitute one instrument. It shall not be necessary in making proof
23 of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.
24 A fax signature on this Agreement shall be as valid as an original signature.

25 **Section 6.06: Meet and Confer Regarding Disputes**

26 Should any dispute arise among the Parties or their respective counsel regarding the
27 implementation or interpretation of this Agreement, a representative of Class Counsel and a
28 representative of Defense Counsel shall meet and confer in good faith in an attempt to resolve such

disputes prior to submitting such disputes to the Court.

Section 6.07: Agreement Binding on Successors

This Agreement shall be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

Section 6.08: Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

Section 6.09: Fair Settlement

Representative Plaintiff, Defendants, Class Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

Section 6.10: Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

Section 6.11: Notice

All notices, demands, or other communications given under this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by first-class United States mail, addressed as follows:

To Plaintiff and the Class:

Kevin Mahoney, Esq.
Treana L. Allen, Esq.
Mahoney Law Group, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone: 562.590.5550
Facsimile: 562.590.8400

To Defendants:

Katessa C. Davis
Tae Kim
Corina Valderrama
OGLETREE, DEAKINS, NASH, SMOAK & STEWART P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213.239.9800
Facsimile: 213.239.9045

Section 6.12: Enforcement and Continuing Jurisdiction of the Court

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement, and to adjudicate any claimed breaches of this Agreement. The Court may award attorney fees and costs to the prevailing party in any motion or action taken and based on an alleged violation of any material term of the within settlement agreement.

Section 6.13: Mutual Full Cooperation

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of any necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement, to effectuate this Agreement 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 that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.14: Authorization to Act

Class Counsel warrants and represents that they are authorized by Representative Plaintiff, and Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action required to effectuate the terms of this Agreement, except for signing the documents, including but not limited to this Agreement, that are required to be signed by the Parties.

Section 6.15: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters

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

Section 6.16: No Collateral Attack

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

Section 6.17: Class Certification

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

EXECUTION BY PARTIES AND COUNSEL

Dated: MARCH 15, 2017

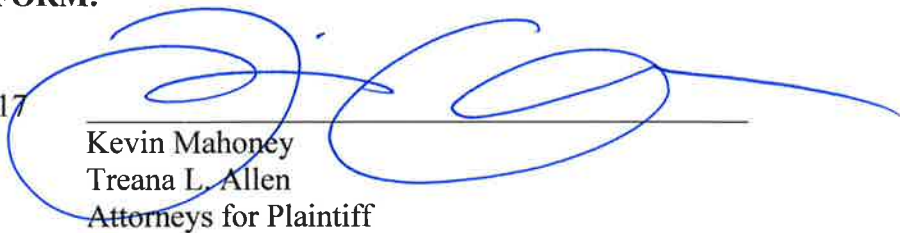
Enrique Mata
Enrique Mata, Plaintiff

Dated: _____, 2017

Wade Schlosser, Owner
Simi Valley Recycling Center and Wade Schlosser

1 **APPROVED AS TO FORM:**

2
3 Dated: MARCH 15, 2017

4 
5 Kevin Mahoney
Treana L. Allen
Attorneys for Plaintiff

6 Dated: _____, 2017

7 _____
8 Katessa C. Davis
9 Tae Kim
10 Corina Valderrama
11 Attorneys for Defendants SIMI VALLEY RECYCLING CENTER
12 AND WADE SCHLOSSER
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