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RECEIVED
VENTURA SUPERIOR COURT
AUG 21 2017

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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Henry J. Walsh
Date: September 11, 2017
Time: 8:20 a.m.
Dept.: 42

Complaint Filed: April 8, 2016
Trial Date: None Set

VENTURA
SUPERIOR COURT
FILED

SEP 11 2017

MICHAEL D. PLANET
Executive Officer and Clerk

BY: Deputy

SUSANNE LEON

[PROPOSED] ORDER

On September 11, 2017, at 8:20 a.m., in Department 42 of this Court located at 800 South Victoria Avenue, Ventura, California, 93009, Plaintiff ENRIQUE MATA ("Plaintiff") and Defendants SIMI VALLEY RECYCLING, INC. and WADE SCHLOSSER ("Defendants") (hereinafter collectively referred to as the "Parties") appeared before this Court on Plaintiff's Motion for Final Approval of the Class Action Settlement herein. The terms and conditions of the class action settlement are set forth in the Parties' Joint Stipulation of Settlement and Release of Claims ("Settlement Agreement"). The Court also considered the Memorandum of Points and Authorities in support of the Motion and the declarations of Class Counsel, Plaintiff Enrique Mata and of Elizabeth Kruckenberg submitted in support thereof. After considering the evidence and argument presented by all Parties in attendance, and finding that proper and adequate notice has been given to the Class Members as required by the Court's Preliminary Approval Order dated April 10, 2017, the Court hereby grants Plaintiff's motion in full and **hereby ORDERS as follows:**

1. All terms used herein shall have the same meaning given to them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this action, all members of the Settlement Class, and Defendants SIMI VALLEY RECYCLING, INC. and WADE SCHLOSSER.

3. The Court finds that certification of the following Settlement Class, for settlement purposes only, is appropriate under the California Code of Civil Procedure: "all current and former non-exempt employees employed by Defendant Simi Valley Recycling Center and Wade Schlosser at its Simi Valley, location in Simi Valley, California during the period of April 08, 2014 through April 10, 2017."

4. The Court finds that, in accordance with the California Rules of Court and the requirements of due process, all members of the Settlement Class have been given proper and adequate notice of the Settlement.

5. The Court has reviewed the terms of the Settlement Agreement and finds that the

1 Settlement is fair, adequate, and reasonable to those it affects, and resulted from vigorously
2 contested litigation and extensive, good-faith, and arm's length negotiations between the parties.
3 The Court further finds that the Settlement is in the public interest after considering the following
4 factors: (a) the strength of the plaintiff's case; (b) the risk, expense, complexity, and likely
5 duration of further litigation; (c) the possible outcome of further litigation relating to class
6 certification, liability and damages; (d) the amount offered in settlement; (e) the experience and
7 views of Class Counsel; and (f) the positive reaction of class members.

8 6. The Final Approval Motion is hereby GRANTED, and the Settlement Agreement
9 is hereby APPROVED as fair, reasonable, and adequate, for the exclusive benefit of Class
10 Members. The parties are directed to carry out the Settlement Agreement according to its terms,
11 and the Settlement Agreement is hereby incorporated into this Order as though all terms therein
12 are set forth in full.

13 7. The Court APPROVES the non-reversionary Gross Settlement Amount ("GSA")
14 of one hundred twenty thousand dollars (\$120,000.00) in accordance with the Settlement
15 Agreement.

16 8. The Court further APPROVES the distribution of the GSA as follows: (1) Class
17 Counsel Fees of one-third ($1/3^{\text{rd}}$) of the GSA, or forty thousand dollars (\$40,000.00); (2) litigation
18 costs of eight thousand dollars (\$8,000.00); (3) Service Enhancement Payment of seven thousand
19 five hundred dollars (\$7,500.00) for the Class Representative Plaintiff Enrique Mata; (4) Claims
20 Administration costs of six thousand dollars (\$6,000.00) to Phoenix Settlement Administrators;
21 and (5) PAGA payment to the Labor Workforce and Development Agency ("LWDA") of seven
22 hundred fifty dollars (\$750.00). The remaining amount shall be the Net Settlement Amount
23 ("NSA"), which will be distributed to the Settlement Class. If any settlement checks issued to
24 Participating Class Members remain uncashed after one hundred eighty (180) days from the date
25 of issuance will be shall be turned over to the California State Controller's Office pursuant to the
26 procedures for uncashed checks.

27 9. The Court hereby APPOINTS Mahoney Law Group, APC as Class Counsel for
28 settlement purposes only, and AWARDS attorney's fees to Class Counsel in the amount of Forty

1 Thousand Dollars and 00/100 Cents (\$40,000.00) and reasonable reimbursement of costs to Class
2 Counsel in the amount of Eight Thousand Dollars and 00/100 Cents (\$8,000.00) to be paid out of
3 the GSA and in accordance with the Settlement Agreement. The Court finds that the hourly rates
4 of Class Counsel are reasonable, and at the time Class Counsel represented they have worked on
5 this matter was reasonably spent in securing the Settlement approved herein.

6 10. The Court further ORDERS that the costs of administration of the Settlement as
7 set forth in the declaration of Elizabeth Kruckenberg from Phoenix Settlement Administrators be
8 paid out of the Maximum Settlement Amount in the amount of six thousand dollars (\$6,000.00)
9 and in accordance with the Settlement Agreement.

10 11. The Court APPOINTS, for settlement purposes only, Plaintiff Enrique Mata as the
11 Class Representative and further ORDERS that she be awarded a Service Enhancement Award
12 in the amount of seven thousand five hundred dollars (\$7,500.00), to be paid out of the GSA and
13 in accordance with the Settlement Agreement. The Court finds that Plaintiff has undertaken
14 significant risk and performed valuable services on behalf of the Settlement Class and that this
15 award would have a negligible impact on the claims of any of the Class Members herein.

16 12. The Court finds that there have been no objections to the Settlement, and therefore
17 there is no person who has standing to appeal the same. The Court finds no basis for determining
18 that the Settlement was reached by anything other than arm's-length negotiations. The Court
19 further finds that the investigation and discovery was sufficient to allow Class Counsel and the
20 Court to act intelligently. The Court also finds that Class Counsel is experienced in this type of
21 litigation.

22 13. As of the date of this Final Approval Order, except as to such rights or claims that
23 may be created by the Settlement, each and every Released Claim of each Class Member who did
24 not timely submit a valid opt-out request is and shall be deemed to be conclusively released as
25 against the Released Parties (as those terms are defined in the Settlement Agreement).

26 14. As of the date of this Final Approval Order, except as to such rights or claims that
27 may be created by the Settlement, each Settlement Class Member will be deemed to have
28 conclusively released all Settlement Class Member Released Claims and the Class Member

Released Claims as against the Released Parties (as those terms are defined in this Settlement).

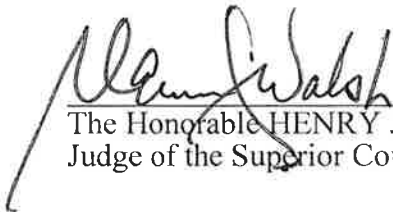
15. Neither the Settlement nor any of the terms set forth in the Settlement Agreement constitute an admission by Defendant, or any of the other Released Parties, of liability to the Class Representative or any other Class Member, nor does this Final Approval Order constitute a finding by the Court of the validity of any of the claims alleged in the Lawsuit, or of any liability of Defendant or any of the other Released Parties.

16. Accordingly, the Court orders all Parties and their counsel to cooperate in fulfilling the terms of the Settlement Agreement herein consistent with this Order, and this Court shall retain jurisdiction to effectuate the terms of the settlement including the binding effect of the releases set forth in the Settlement Agreement as to the Class Representative, the Class Members, and the Participating Class Members herein.

17. If the Settlement does not become final and effective in accordance with the terms of the Agreement, this Final Approval Order and all orders entered in connection herewith, including the Judgment on this Order, shall be vacated and shall have no further force or effect.

IT IS SO ORDERED.

DATED: September 11, 2017


The Honorable HENRY J. WALSH
Judge of the Superior Court of California

HENRY J. WALSH