

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for PLAINTIFF DONALD ALVAREZ,
on behalf of himself and others similarly situated.

ROD M. FLIEGEL, Bar No. 168289
ALISON S. HIGHTOWER, Bar No. 112429
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104
Telephone: 415.433.1940
Fax No.: 415.399.8490

Attorneys for Defendant
RECOLOGY LOS ANGELES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

DONALD ALVAREZ, on behalf of himself and
others similarly situated,

PLAINTIFF,

vs.

RECOLOGY LOS ANGELES; CROWN
TEAR OFF & DISPOSAL, INC.; and DOES 1
to 100, Inclusive,

DEFENDANTS.

Case No.: BC619897

CLASS ACTION

*[Assigned for all purposes to the Hon. Ann
Jones, Dept. 308]*

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Donald Alvarez (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Recology Los

DEA

Angeles ("Defendant") (collectively with Plaintiff, the "Parties").

DEFINITIONS

The following definitions are applicable to the Settlement Agreement. Definitions contained elsewhere in the Settlement Agreement will also be effective:

1. "Action" means the above-captioned action entitled *Alvarez vs. Recology Los Angeles, et. seq.* Case No. BC619897 (Los Angeles Superior Court).

2. "Allocation Form" means the Allocation Form, substantially in the form attached as **Exhibit A.**

3. "Attorneys' Fees and Costs" means (i) reasonable attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and (ii) reasonable costs incurred and to be incurred by Class Counsel in the litigation and settlement of the Action, (including, but not limited to, costs associated with documenting the Settlement, securing the Court's approval of the Settlement, and expenses for any experts) agreed upon by the Parties and approved by the Court.

4. "Class Counsel" means Joseph Lavi, Esq. and Vincent Granberry, Esq. of Lavi & Ebrahimian, LLP.

5. "Class List" means a complete list of all Class Members (defined below at Paragraph 6), created by Defendant diligently and in good faith from its records, in a readable Microsoft Office Excel spreadsheet format that includes the following information: (i) each Class Member's full name; (ii) most recent mailing address and telephone number; (iii) Social Security number; (iv) dates of employment; (v) dates of employment in a non-exempt capacity, and (vi) any other relevant information needed to calculate settlement payments.

6. "Class Member(s)" means all current and former non-exempt, hourly employees who were employed by Defendant in California with job titles of Driver, Driver-Relief, Driver Transfer, Driver-Transfer Grandfather, and Helper (herein as the "Truck Worker Subclass) at any time from March 5, 2015 through August 25, 2017.

7. "Class Period" means the period from March 5, 2015 to August 25, 2017.

8. "Class Representative" means Plaintiff Donald Alvarez.

9. "Class Representative Enhancement Payment" means the amounts to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting Final Approval of the Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of Seven Thousand Nine Hundred Dollars and Zero Cents (\$7,900.00). Any portion of the Class Representative Enhancement Payment not awarded to Plaintiff will become part of the Net Settlement Amount.

10. "Class Settlement Amount" means the maximum settlement amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), non-reversionary and no claims made settlement which includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement Administrator, the Labor and Workforce Development Agency Payment, and the Attorneys' Fees and Costs. This is the maximum amount Defendant shall cause to be paid pursuant to this Settlement, except that Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. This is a non-reversionary and no-claims made settlement.

11. "Court" means the Superior Court of the State of California for the County of Los Angeles.

12. "Counsel for Defendant" means Rod M. Fliegel, Esq. and Alison Hightower, Esq. of Littler Mendelson, PC.

13. "Defendant" means Defendant Recology Los Angeles.

14. "Effective Date" means the later of: (a) if no timely appeals have been filed the sixtieth first (61st) day after the Settlement Administrator sends notice of Final Approval Order and Judgment to all objectors; (b) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; (c) if no timely objections are filed, or if all objections

DEA

are withdrawn, the 61st date after which the Court enters both a Judgment and an order granting final approval of the Settlement Agreement; or (d) the day after which the time for all appeals from the Final Approval Order has expired.

15. "Final Approval" means the Court entering an order granting final approval of the Settlement Agreement.

16. "Final Approval Order" means the order granting Final Approval of Settlement Agreement entered by the Court. The form of Final Approval Order to be submitted is attached hereto as **Exhibit D**.

17. "Final Approval/Settlement Fairness Hearing" means the hearing on Class Counsel's Motion for Final Approval of the Settlement Agreement.

18. "Individual Settlement Payment" means each Participating Class Member's share of the Net Settlement Amount determined as provided herein.

19. "Final Judgment" means the judgment entered by the Court in conjunction with the Final Approval Order. The Parties shall submit an order of Final Judgment setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution and entry by the Court at the time of the Final Approval Hearing or at such other time as the Court deems appropriate. The form of Final Judgment to be submitted is attached hereto as **Exhibit E**.

20. "Labor and Workforce Development Agency Payment" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) ("PAGA") and that is approved by the Court.

21. "Net Settlement Amount" means the portion of the Class Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, Labor and Workforce Development Agency Payment, and the Attorneys' Fees and Costs.

22. "Notice of Class Action Settlement" means the document, substantially in the form attached as **Exhibit B**, that will be mailed to Class Members' last known addresses and which will provide Class Members with information regarding the Action and information regarding the

Def

1 Settlement.

2 23. "Notice of Objection" means a Class Member's written objection informing the Court
3 and Settlement Administrator of his or her intent to object by following the procedure set forth in the
4 Notice of Class Action Settlement within sixty (60) calendar days of mailing of the Notice of Class
5 Action Settlement.

6 24. "Notice Packet" means the Notice of Class Action Settlement, Allocation Form, and
7 mailing envelope.

8 25. "Opt-Out Period" means the 60 calendar day time period after the original date of
9 the Settlement Administrator's mailing of the Notice Packet during which any Class Member who
10 wishes to be excluded from the Settlement must submit a Request for Exclusion from the Settlement to
11 the Settlement Administrator.

12 26. "Qualified Settlement Fund Account" shall mean the Qualified Settlement Fund
13 Account established, designated and maintained by the Settlement Administrator to fund Attorneys'
14 Fees and Costs, Class Representative Enhancement Payment, Individual Settlement Payments, PAGA
15 Settlement Amount, and Settlement Administration Costs and from which the payments shall be paid.

16 27. "PAGA Settlement Amount" means the amount agreed by the Parties and approved by
17 the Court that will be allocated to the resolution of any and all Class Members' claims arising under
18 PAGA.

19 28. "Parties" means Plaintiff and Defendant collectively.

20 29. "Participating Class Members" or "Settlement Class" means all Class Members who do
21 not submit valid and timely Requests for Exclusion.

22 30. "Plaintiff" means Donald Alvarez.

23 31. "Preliminary Approval" means the Court order granting preliminary approval of the
24 Settlement Agreement.

25 32. "Released Claims" means all claims for civil and statutory wages, statutory and civil
26 penalties, damages and liquidated damages, interest, fees and costs under the California Labor Code,
27 including but not limited to the California Private Attorney General Act, Labor Code § 2699, *et seq.*,
28 the California Wage Orders of the California Industrial Welfare Commission, California Business and

Professions Code § 17200, *et seq.*, and the Fair Labor Standards Act arising out of the facts alleged in the Second and Third Amended Complaints in this action on behalf of the Truck Worker Subclass Members against the “Released Parties as defined below, from and including March 5, 2015 through and including August 25, 2017 (“Released Claims Period”), including, but not limited to all work performed but not paid, claims for meal periods worked and not paid including claims for “auto deductions” relating to meal periods, meal period premium pay, claims for rest periods not authorized and permitted and rest period premium pay, claims for minimum wage or other compensation arising from the rounding of time worked, minimum wage, claims for inaccurate wage statements, claims for violations of the requirement of Labor Code section 226(a), claims for unpaid wages upon separation of employment, and all other claims made in the Action, arising out of the allegations of the Second and Third Amended Complaints in the Action, or in the course of the proceeding, that were or could have been alleged in the pending action based on the facts set forth therein. Unrelated claims and claims which by law cannot be released (e.g., workers’ compensation, disability, unemployment, wrongful termination, claims outside the Class Period, and discrimination) are not released.

33. “Released Claims Period” means the period from March 5, 2015 to August 25, 2017.

34. “Released Parties” means Defendant and any of its former and present parents, subsidiaries, affiliates, divisions, joint venturers, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, general and limited partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any, of any of such entities.

35. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the settlement and satisfying the requirements set forth herein.

36. “Response Deadline” means the deadline by which Class Members must postmark to the Settlement Administrator valid Requests for Exclusion, or file objections to the Settlement, including any extension thereto. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator. The Response Deadline may also be extended for one or more Class Members by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to

DEP

1 unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to
2 the Settlement.

3 37. "Settlement Administrator" means Simpluris, Inc., or any other third-party class action
4 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
5 administering the Settlement. The Parties each represent that they do not have any financial interest in
6 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
7 could create a conflict of interest.

8 38. "Settlement Administration Costs" means the costs payable from the Class Settlement
9 Amount to the Settlement Administrator for administering the Settlement, including, but not limited to,
10 printing, distributing, and tracking and timely reporting to Class Counsel and Counsel for Defendants
11 about the status of settlement administration, including received requests for exclusion and received
12 objections, calculating estimated amounts per Class Member, paying the applicable employee and
13 Employer Payroll Taxes and deductions; tax reporting, calculating the amount of Employer Payroll
14 Taxes and informing Defendants of the amount to transmit to the Claims Administrator for payroll
15 taxes which are not as a matter of law deductible from wage payments; distributing the Class
16 Settlement Amount, providing necessary reports and declarations, providing notice of Final Approval
17 to Participating Class Members and other duties and responsibilities set forth herein to process the
18 Settlement, and as requested by the Parties. The Settlement Administration Costs will be paid from the
19 Class Settlement Amount, including, if necessary, any such costs in excess of the amount represented
20 by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.
21 The Settlement Administration Costs are currently estimated to be ten thousand dollars (\$10,000.00).
22 To the extent actual Settlement Administration Costs are greater than ten thousand dollars
23 (\$10,000.00), such excess amount will be deducted from the Class Settlement Amount.

24 39. "Settlement Payment Check" means the check paid in the amount of the Individual
25 Settlement Payment to Participating Class Members pursuant to the Settlement Agreement.

26 ///

PROCEDURAL HISTORY

40. On May 9, 2016, a class action Complaint was filed against defendants Recology Los Angeles ("Recology") and Crown Tear Off & Disposal, Inc. ("Crown Tear Off") (Los Angeles Superior Court Case No. BC619897) alleging the following causes of action: failure to pay wages for all time worked at the minimum wage in violation of *Labor Code* Sections 1194 and 1197; failure to authorize or permit meal periods in violation of *Labor Code* Sections 512 and 226.7; failure to authorize or permit rest periods in violation of *Labor Code* Section 226.7; failure to provide complete an accurate wage statements in violation of *Labor Code* Section 226; failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of *Labor Code* Sections 201, 202 and 203; and unfair business practices in violation of *Business and Professions Code* Section 17200, et seq.

41. On or about July 1, 2016, Plaintiff filed a First Amended Complaint ("FAC") against Recology and Crown Tear Off. The FAC alleged all of the causes of action alleged in the original Complaint, and added a seventh cause of action for civil penalties pursuant to the Private Attorney General Act of 2004, *Labor Code* Section 2698 et seq. (the "PAGA Claim").

42. Plaintiff erroneously named Crown Tear Off as a defendant in this action. Therefore, on or about November 16, 2016, Plaintiff, Recology and THF submitted a stipulation and proposed order to the Court requesting that the Court dismiss Crown Tear Off from the action, add THF as a defendant, and grant Plaintiff leave to file a Second Amended Complaint (the "SAC"). On November 17, 2016, the Court entered an order granting Plaintiff leave to file the SAC, which named THF as a defendant as to all causes of action alleged in the FAC, except for the failure to provide complete and accurate wage statements and PAGA cause of action (for the reason that these claims were barred by the statute of limitations as to THF).

43. Plaintiff subsequently filed a Third Amended Complaint ("TAC") limiting the complaint against Recology Los Angeles to its Driver, Driver-Relief, Driver Transfer, Driver-Transfer Grandfather, and Helper employees (herein as the "Truck Worker Subclass"), but making no other modifications to the Second Amended Complaint as to Defendant. No Answer or other response to the

1 Complaint was or will be filed by Defendant in response to this Third Amended Complaint as it is
2 being filed wholly to effectuate this Settlement.

3 44. Defendant denies Plaintiff's allegations and asserts its employees were provided all
4 rights and privileges under the relevant Labor Code sections and Wage Order provisions at issue in the
5 TAC. Defendant disputes that any amounts are owed to any Class Member. Neither this Settlement
6 Agreement nor any document attached or referred to herein, nor any action taken to carry out this
7 Settlement Agreement is, may be construed as, or may be used as an admission by or against
8 Defendant of any fault, wrongdoing or liability whatsoever. Defendant enters this Settlement
9 Agreement solely because it wishes to avoid further disputes and litigation with the attendant
10 inconvenience and expense.

11 45. It is the desire of the Parties to fully, finally, and forever settle, compromise, waive, and
12 discharge all disputes and claims alleged in this Action or which could have been alleged in this Action
13 based on or related to the allegations and predicate facts set forth in the TAC.

14 46. In the Action, the Parties diligently sought to represent the interests of their respective
15 clients. They engaged in relevant discovery, including Defendant deposing Plaintiff and providing
16 certain information requested by Plaintiff's counsel about Alvarez and the putative class members.
17 After engaging in relevant discovery, THF, Plaintiff and Defendant participated in a full day mediation
18 in Oakland, California on May 2, 2016 with Jeffrey Ross, Esq. The Parties did not reach a settlement
19 on said date and continued their negotiations through the mediator wherein Defendant and Plaintiff
20 reached a settlement in principle, now set forth in full in this Settlement Agreement. Since that time,
21 the Parties signed a Memorandum of Understanding and negotiated the terms of this Agreement.

22 47. Class Counsel conducted a thorough investigation into the facts of the Action and of the
23 Class Members' claims against Defendant, including analyzing relevant data, documents and
24 information. Class Counsel is of the opinion that the Settlement with Defendant for the consideration
25 and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the
26 best interests of the Class Members in light of all known facts and circumstances, including the
27 defenses asserted by Defendant.

28 48. The Parties agree to cooperate and take all steps necessary and appropriate to

1 consummate this Settlement. The Parties agree the Settlement is fair, adequate and reasonable.

2 49. This Settlement contemplates (1) entry of an Order Preliminarily Approving the
3 Settlement and Settlement Procedure (attached as **Exhibit C**) ; (2) distribution of the Allocation Form
4 (attached as **Exhibit A**) and Notice of Class Action Settlement to the Class Members (attached as
5 **Exhibit B**); (3) entry of an Order Granting Final Approval of the Settlement in the Action (attached as
6 **Exhibit D**); and (4) a Judgment ending the litigation consistent with Rule of Court 3.769. (attached as
7 **Exhibit E**).

8 **TERMS OF AGREEMENT**

9 Plaintiff, on behalf of himself and the Settlement Class, and Defendant, agree as follows:

10 50. Funding of the Class Settlement Amount. Within fourteen (14) calendar days after the
11 Effective Date, Defendant shall make a one-time deposit of the Class Settlement Amount into a
12 Qualified Settlement Fund Account to be established by the Settlement Administrator. However,
13 should Class Counsel appeal the Court's ruling regarding the fees, then Defendant shall not be required
14 to deposit the disputed amount of fees until 14 days after a final order is issued awarding Class Counsel
15 the fees and costs disputed in that appeal.

16 51. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
17 or motion by Class Counsel for attorneys' fees of not more than One Hundred Sixteen Thousand Six
18 Hundred Sixty Seven Dollars (\$116,667.00), plus the reimbursement of reasonable costs and expenses
19 associated with Class Counsel's litigation and settlement of the Action not to exceed Ten Thousand
20 Dollars and Zero Cents (\$10,000.00). Neither Plaintiff, Class Counsel, nor any other Class Member
21 shall seek payment of attorneys' fees or reimbursement of costs or expenses from Defendant except as
22 expressly set forth in this Stipulation. The Parties agree that any reduction in the amount of attorney's
23 fees and costs awarded by the Court is not a basis to void the Settlement Agreement and Class Counsel
24 has the right to appeal the Court's ruling regarding the fees. If Class Counsel appeals an adverse ruling
25 of the Court regarding its fee and cost application, the ruling of the appellate court (regardless of its
26 substance) shall not constitute a material alteration of a term of this Joint Stipulation. Class Counsel
27 waives and releases any claim for fees and costs in excess of that which are allowed by the Court or on
28

1 appellate review of the Court's fees and costs decision or otherwise. No later than fourteen (14)
2 calendar days after the later of (a) the Court's approval of Class Counsel's application for attorneys'
3 fees and costs, and (b) Defendant's receipt of a fully-executed W-9 with respect to all persons or
4 entities to whom some or all of the attorneys' fees and costs shall be paid, Defendant shall deposit the
5 approved amount of attorneys' fees and costs into a Qualified Settlement Fund Account to be
6 established by the Settlement Administrator. that amount approved by the Court that is to be paid as
7 Attorneys' Fees and Costs shall be distributed by the Settlement Administrator from the Class
8 Settlement Amount to Class Counsel within fourteen (14) calendar days of payment of this amount into
9 the Qualified Settlement Fund Account. If Class Counsel appeals the Court's order with respect to its
10 requested Attorneys' Fees and Costs, Defendant shall deposit into the Qualified Settlement Fund any
11 additional amounts ordered by an appellate court or trial court within fourteen 14 calendar days after
12 final resolution of that appeal and any subsequent order upon remand to the superior court.

13 52. Class Representative Enhancement Payment. In exchange for a general release as set
14 forth in **Exhibit F** to the Settlement Agreement, and in recognition of his effort and work in
15 prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any
16 application or motion for a Class Representative Enhancement Payment of Seven Thousand Nine
17 Hundred Dollars and Zero Cents (\$7,900.00) to Plaintiff for his services on behalf of the Settlement
18 Class. Plaintiff's agreement to this general release in **Exhibit F** is a condition precedent to the
19 payment of this Class Representative Enhancement Payment. The Class Representative Enhancement
20 Payment will be paid exclusively from the Class Settlement Amount and will be in addition to
21 Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and
22 legally responsible to pay any and all applicable taxes on the payment made pursuant to this paragraph
23 and will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or
24 interest arising as a result of the payment. The amount approved by the Court that is to be paid as a
25 Class Representative Enhancement Payment shall be distributed by the Settlement Administrator
26 within fourteen (14) calendar days of payment of the Class Settlement Amount into the Qualified
27 Settlement Fund Account and receipt of Plaintiff's signed general release (**Exhibit F**). The Settlement
28 Administrator will issue IRS Form 1099-MISC to Plaintiff for the amount of the Class Representative

DEA

1 Enhancement Payment.

2 53. Settlement Administration Costs. The Settlement Administrator will be paid for the
3 reasonable costs of administration of the Settlement and distribution of payments from the Class
4 Settlement Amount, which costs are currently estimated to be Ten Thousand Dollars and Zero Cents
5 (\$10,000.00). These costs, which will be paid from the Class Settlement Amount, will include, *inter*
6 *alia*, the costs of the following: required tax reporting on the Individual Settlement Payments, the
7 issuing of 1099 and W-2 IRS Forms, distributing the Notice Packet to Class Members, calculating
8 Individual Settlement Payments to Participating Class Members, tracking non-delivered Notice Packets
9 and taking reasonable steps to re-send them to Class Members' current addresses; tracking and timely
10 reporting to Class Counsel and Counsel for Defendant the status of settlement administration, including
11 received requests for exclusion and objections, calculating the amount of Employer Payroll Taxes and
12 informing Defendant of the amount to transmit to the Settlement Administrator for payroll taxes which
13 are not as a matter of law deductible from wage payments, paying the applicable employee and
14 Employer Payroll Taxes and deductions, distributing the Class Settlement Amount, providing notice
15 to any objectors of the Final Approval Order and Judgment, and providing necessary reports and
16 declarations. The amount approved by the Court for the Settlement Administrator's costs shall be
17 distributed by the Settlement Administrator within fourteen (14) days of payment of the Class
18 Settlement Amount into the Qualified Settlement Fund Account. All disputes relating to the Settlement
19 Administrator's performance of its duties will be referred to the Court, if necessary, which will have
20 continuing jurisdiction over this Settlement until all payments and obligations contemplated by this
21 Settlement have been fully carried out.

22 54. Labor and Workforce Development Agency Payment. The Parties agree that the
23 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Class Settlement Amount will be
24 allocated to the resolution of any and all Class Members' claims arising under PAGA. Any increase in
25 this amount by the Court will not constitute grounds by either Party to void the Settlement Agreement,
26 so long as the Class Settlement Amount remains the same. Pursuant to PAGA, seventy-five percent
27 (75%), or Seventy Five Hundred Dollars and Zero Cents (\$7,500.00), of the PAGA Settlement Amount
28 will be paid to the LWDA, and twenty-five percent (25%), or Two Thousand Five Hundred Dollars

DEF

1 and Zero Cents (\$2,500.00), of the PAGA Settlement Amount will be included in the Net Settlement
2 Amount. The amount of the PAGA Settlement Amount that is to be paid to the LWDA shall be
3 distributed by the Settlement Administrator to the LWDA within fourteen (14) calendar days of
4 payment of the Class Settlement Amount into the Qualified Settlement Fund Account. Pursuant to the
5 July 1, 2016 amendments to the PAGA, Class Counsel will forward a copy of the executed Settlement
6 Agreement to the LWDA at the same time that it is submitted to the Court for preliminary approval.

7 55. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual
8 Settlement Payments to Participating Class Members in accordance with the terms of the Settlement
9 Agreement. The Net Settlement Amount will equal the amount in the Qualified Settlement Fund
10 Account after the payments described above are made to the LWDA, Plaintiff, Class Counsel, and the
11 Settlement Administrator.

12 56. Individual Settlement Payment Calculations. Each Participating Class Member's share
13 of the Net Settlement Amount shall be determined as set forth more fully below on the basis of his/her
14 individual number of workweeks of employment during the Class Period. The Settlement
15 Administrator will calculate each Participating Class Member's total number of workweeks during the
16 Class Period ("Individual Adjusted Workweeks") and (ii) the total number of workweeks for all
17 Participating Class Members during the Class Period ("Total Adjusted Workweeks"). Each
18 Participating Class Member shall receive a *pro rata* payment based upon his or her workweeks of
19 employment as compared to the total workweeks of all Participating Class Members. For purposes of
20 this calculation, workweeks in which a Participating Class Member did not record any time worked
21 (e.g., on paid time off, a leave of absence, etc.) will not be counted. Workweeks also do not include
22 workweeks when Participating Class Member held a job title not included within the Truck Worker
23 Subclass as defined above. The amounts allocated to Participating Class Members shall include
24 monies that would have been distributed to any individual who submits a timely and effective Request
25 for Exclusion. Each Participating Class Member's share of the Net Settlement Amount will be
26 determined by multiplying the Net Settlement Amount by a fraction the numerator of which is the
27 Participating Member's Individual Adjusted Workweeks and the denominator is the Total Adjusted
28 Workweeks.

1 57. Individual Settlement Payment. Within fourteen (14) calendar days of the payment of
2 the Class Settlement Amount into the Qualified Settlement Fund Account, the Settlement
3 Administrator will issue Individual Settlement Payments to each Participating Class Member. Each
4 Individual Settlement Payment will be reduced by any required deductions as set forth herein,
5 including employee-side tax withholdings or deductions.

6 58. Further Distribution of Non-negotiated Payments. This is a non-reversionary
7 settlement. All Individual Settlement Payment checks to Participating Class Members shall be valid
8 for one hundred eighty (180) calendar days. By not later than ninety (90) days after the checks are
9 mailed to the Participating Class Members, the Settlement Administrator will contact by postcard each
10 Participating Class Member who has not cashed his or her settlement check and remind him or her to
11 do so before the six-month deadline. The Settlement Administrator will inform those individuals that if
12 they fail to cash their settlement checks by the 180 day deadline, they will not receive any money under
13 the Settlement, and their settlement proceeds represented by the check will escheat to the State of
14 California and the *cy pres* organization. In the event that such payments are not received and/or
15 negotiated by Authorized Claimants, in accordance with Code of Civil Procedure section 384, such
16 funds shall be distributed as follows: (a) twenty-five percent (25%) to the State Treasury for deposit
17 into the Trial Court Improvement and Modernization Fund established in Government Code section
18 77209; (b) twenty-five percent (25%) to the State Treasury for deposit into the Equal Access Fund of
19 the Judicial Branch to be distributed in accordance with sections 6216 to 6223, inclusive, of the
20 Business and Professions Code, except that administrative costs shall not be paid to the State Bar or
21 the Judicial Council from this sum; (c) fifty percent (50%) to Bet Tzedek's employment rights practice,
22 a nonprofit organization that provides free legal advice and representation, including direct
23 representation in individual and class action cases, to low-income residents of Los Angeles County."

24 59. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
25 Participating Class Members pursuant to the Settlement Agreement, as well as any other payments
26 made pursuant to the Settlement Agreement, will not be utilized to calculate any additional benefits
27 under any benefit plans to which any Class Members may be eligible, including, but not limited to,
28 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,

DEA

1 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that the Settlement
2 Agreement will not affect any rights, contributions, or amounts to which any Class Members may be
3 entitled under any benefit plans.

4 60. Settlement Administration Process. The Parties agree to cooperate in the administration
5 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
6 incurred in administration of the Settlement. The Settlement Administrator will provide the following
7 services:

- 8 (a) Establish and maintain a Qualified Settlement Fund Account.
- 9 (b) Calculate and pay the Individual Settlement Payment each Class Member is
10 eligible to receive as well as calculate any required deductions to be made to the
11 Individual Settlement Payment as set forth herein, including employee-side tax
12 withholdings or deductions (the "Net Individual Settlement Check Amount").
13 This service will include printing and issuance of checks to the Participating
14 Class Members in the Net Individual Settlement Check Amount, basic
15 accounting and payment to the IRS of any employee-side tax withholdings or
16 deductions together with the preparation and submission of any necessary
17 accompanying forms, and preparation of IRS W2 and 1099 Tax Forms.
- 18 (c) Print and mail the Notice Packet to Class Members.
- 19 (d) Establish and maintain a toll free information telephone support line to assist
20 Class Members who have questions regarding the Notice Packet.
- 21 (e) Conduct at least one (1) additional address search for mailed Notice Packets and
22 Individual Settlement Payments that are returned as undeliverable.
- 23 (f) Process Requests for Exclusion and field inquiries from Class Members.
- 24 (g) Inform Defendant of its employer-side payroll taxes and employer-side tax
25 liability, if any, and transmit payroll taxes to appropriate entities.
- 26 (h) Pay the applicable employee and employer payroll taxes and deductions;
- 27 (i) Resolve disputes (if any) by Class Members regarding the number of weeks
28 employed or other matters, after timely notice to and consultation with Class

DEA

Counsel and counsel for Defendant.

(j) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.

(k) Provide weekly status reports to counsel for the Parties.

(l) Provide notice of the Final Approval Order and Judgment to any objectors.

61. Delivery of the Class List. Within ten (10) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. The Class List and any data Defendant provides to the Settlement Administrator will remain confidential and will not be disclosed to anyone, except as required to applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

62. Confirmation of Contact Information in the Class List. Prior to mailing the Notice Packet, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an objection to the Settlement.

63. Notice Packets. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. Each Notice Packet will provide a Notice of Settlement in the form attached as **Exhibit B**, in English and Spanish, stating: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class definition; (d) each Class Member's estimated

DEA

1 Individual Settlement Payment after required deductions and withholdings and how that amount was
2 calculated; (e) the dates which comprise the Class Period; (f) instructions on how to submit valid
3 Requests for Exclusion, or object to the Settlement; (g) the deadlines by which the Class Member must
4 postmark Requests for Exclusions, or file objections to the Settlement; (h) the claims to be released, as
5 set forth herein; and (i) the date for the Final Approval/Settlement Fairness Hearing.

6 64. Disputed Information on Notice Packets. Class Members will have an opportunity to
7 dispute the information provided in their Notice Packets. To the extent Class Members dispute the
8 basis for the amount of their Individual Settlement Payment, Class Members may produce evidence to
9 the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting
10 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
11 Member produces evidence to the contrary, the Settlement Administrator will evaluate the evidence
12 submitted by the Class Member and will make the claims decision (subject to approval by Class
13 Counsel and Defendant) as to the Individual Settlement Payment to which the Class Member may be
14 entitled. All such disputes are to be resolved not later than fourteen (14) calendar days after the
15 Response Deadline.

16 65. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
17 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
18 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
19 of receiving the defective submission to advise the Class Member that his or her submission is
20 defective and that the defect must be cured to render the Request for Exclusion valid. The Class
21 Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the
22 date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If a
23 Class Member responds to a cure letter by filing a defective Request for Exclusion, then the Settlement
24 Administrator will have no further obligation to give notice of a need to cure. If the revised Request
25 for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

26 66. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
27 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
28 Administrator within the Response Deadline as set forth above. The date of the postmark on the return

DEA

1 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
2 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who
3 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
4 timely submitted. Any Class Member who submits a valid and timely request to be excluded from the
5 Settlement shall no longer be a member of the Settlement Class, shall be barred from participating in
6 the Settlement, shall be barred from objecting to the Settlement, and shall receive no benefit from the
7 Settlement. The written Request for Exclusion must: (1) explicitly and unambiguously state the
8 following statement or similar statement: "I wish to exclude myself from the settlement reached in the
9 matter of Alvarez vs. Recology. I understand by excluding myself, I will not receive any money from
10 the settlement reached in this matter."; (2) contain the name, address, and the last four digits of the
11 Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4)
12 be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator
13 at the specified address or fax telephone number stated in the Notice Packet. The Request for
14 Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it
15 does not contain the name and address of the Class Member. The date of the postmark on the return
16 mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to
17 determine whether the Request for Exclusion was timely submitted. Any Class Member who requests
18 to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and
19 will not be bound by the terms of the Settlement or have any right to object, appeal, or comment
20 thereon. Nothing in this Settlement will constitute or be construed as a waiver of any defense
21 Defendant has asserted or could assert against such a claim. Class Members who fail to submit a valid
22 and timely written request for exclusion on or before the Response Deadline shall be bound by all
23 terms of the Settlement, including the release of claims, and any final judgment entered in this Action
24 regardless of whether he or she has objected to the Settlement if the Settlement is approved by the
25 Court.

26 No later than twenty-five (25) calendar days after the Opt-Out-Period the Settlement
27 Administrator shall provide Class Counsel and Counsel for Defendant with a final list of Class
28 Members who have timely submitted written Requests for Exclusion.

1 67. Defendant's Right to Rescind. If more than seven and half percent (7.5%) of Class
2 Members elect not to participate in the Settlement, Defendant may, at its election, rescind the
3 Settlement Agreement and all actions taken in furtherance of it will be thereby null and void.
4 Defendant must exercise this right of rescission, in writing, to Class Counsel within ten (10) calendar
5 days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If
6 Defendant exercises its right to rescind, then Defendant will be responsible for all Settlement
7 Administration Costs incurred to the date of rescission.

8 68. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
9 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
10 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
11 Claims, as well as any Judgment that may be entered by the Court if it grants Final Approval of the
12 Settlement.

13 69. Objection Procedures. Any Class Member wishing to object to the approval of the
14 Settlement shall inform the Settlement Administrator in writing of his or her intent to object by
15 following the procedure set forth in the Notice of Class Action Settlement within sixty (60) calendar
16 days of mailing of the Notice of Class Action Settlement. Class Members are forever barred from
17 objecting to the Settlement if they do not file and serve written objections within sixty (60) calendar
18 days of the mailing of the Notice of Settlement. The Notice of Objection must be signed by the
19 Class Member and state: (a) the full name of the Class Member; (b) the dates of employment of the
20 Class Member; (c) the last four digits of the Class Member's Social Security number and/or the
21 Employee ID number; (d) the basis for the objection; and (e) if the Class Member intends to appear
22 at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in
23 the manner specified above shall be deemed to have waived any objections and shall be foreclosed
24 from making any objections (whether by appeal or otherwise) to the Settlement. Class Members
25 who submit a timely Notice of Objection will have a right to appear at the Final
26 Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. Any
27 Class Member who submits a Request for Exclusion shall have no right to object to the Settlement.
28 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class

DCA

1 Members to file or serve written objections to the Settlement or appeal from the Order and Final
2 Judgment. Class Counsel shall not represent any Class Members with respect to any such
3 objections.

4 70. Certification Reports. The Settlement Administrator will provide Counsel for
5 Defendant and Class Counsel a weekly report which certifies: (a) the number of Class Members who
6 have submitted valid Requests for Exclusion, (b) the number of Class Members who have submitted
7 Notice of Objections and (c) whether any Class Member has submitted a challenge to any information
8 contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel
9 for both Parties any updated reports regarding the administration of the Settlement Agreement as
10 needed or requested.

11 71. Certification of Completion. Upon completion of administration of the Settlement, the
12 Settlement Administrator will provide a written declaration under oath to certify such completion to the
13 Court and counsel for all Parties.

14 72. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments
15 will be allocated as follows: 50% to settlement of wage claims; 25% to settlement of claims for interest
16 (which shall be reported on an IRS Form 1099 by the Settlement Claims Administrator); and 25% to
17 penalties (which shall also be reported on an IRS Form 1099 by the Settlement Claims Administrator).
18 From the portion which is wages shall be withheld the employee's share of payroll and income taxes
19 and all other applicable deductions or withholding required by law or expressly authorized by the Class
20 Member.

21 73. Administration of Taxes by the Settlement Administrator. The Settlement
22 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
23 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
24 the Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
25 and PAGA penalties to the appropriate government authorities.

26 74. Tax Liability. Defendant, Counsel for Defendant, Plaintiff and Class Counsel make no
27 representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff
28 and Participating Class Members are not relying on any statement, representation, or calculation by

DEA

1 Defendant, Defense counsel, Plaintiff, or Class Counsel or by the Settlement Administrator in this
2 regard. Plaintiff, Participating Class Members and Class Counsel understand and agree that except for
3 Defendant's payment of the employer's portion of any payroll taxes, they will be solely responsible for
4 the payment of any taxes and penalties assessed on the payments described herein.

5 75. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
6 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
7 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
8 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
9 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
10 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
11 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
12 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
13 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
14 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
15 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
16 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
17 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
18 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
19 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
20 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
21 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
22 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
23 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
24 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
25 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
26 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
27 AGREEMENT.

28 76. No Prior Assignments. The Parties, Class Counsel, and Counsel for Defendant

DCA

1 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
2 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
3 liability, claim, demand, action, cause of action or right herein released and discharged.

4 77. Release by Class Members. It is the desire of Plaintiff, Class Members (except those
5 who timely, validly and completely exclude themselves from the Settlement), and Defendant to fully,
6 finally, and forever settle, compromise, and discharge the claims asserted in the Action. Upon the
7 Final Approval by the Court of the Settlement Agreement, and except as to such rights or claims as
8 may be created by the Settlement Agreement, the Participating Class Members shall fully release and
9 discharge the Released Parties from any and all Released Claims for the entire Released Claims Period.
10 This release shall be binding on all Class Members who have not timely submitted a valid and
11 complete Request for Exclusion, including each of their respective attorneys, agents, spouses,
12 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the
13 benefit of the Released Parties, who shall have no further or other liability or obligation to any
14 Participating Class Member with respect to the Released Claims, except as expressly provided herein.

15 78. Release of Additional Claims & Rights by Plaintiff. Upon the Effective Date, and as a
16 condition precedent of receiving any portion of his Class Representative Enhancement Payment,
17 Plaintiff hereby agrees to the additional following General Release, as set forth in **Exhibit F**: In
18 consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby fully
19 releases the Released Parties from any and all Released Claims and also generally releases and
20 discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights,
21 or liabilities of any kind which have been or could have been asserted against the Released Parties
22 arising out of or relating to Plaintiff's hiring and employment by Defendant or termination of
23 employment, or otherwise relating to the Released Parties ("Plaintiff's Released Claims). Plaintiff's
24 Released Claims include, but are not limited to, claims for wages, restitution, penalties, retaliation,
25 slander, defamation, emotional distress, discrimination, harassment or wrongful termination of
26 employment. This release specifically includes any and all claims, demands, obligations and/or causes
27 of action for damages, restitution, civil and statutory penalties, statutory damages, liquidated damages,
28 equitable relief, interest, and attorneys' fees and costs (except provided by the Settlement Agreement)

DCA

relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Plaintiff's Released Claims include, but are not limited to, claims arising from or dependent on the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, California Business and Professions Code Section 17200, *et seq.*, California Labor Code Private Attorneys General Act of 2004, Labor Code § 2699, *et seq.*, the California Fair Employment and Housing Act, Cal. Gov't Code Section 12900 *et seq.*, the California common laws of contract and tort, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. Sections 201 *et seq.* and the Portal to Portal Act, 29 U.S.C. Section 251, *et seq.*, except for such claims that cannot be released by law. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

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 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

79. Nullification of Settlement Agreement. In the event that: (a) the Court does not preliminarily or finally approve the Settlement or enter the Judgment as provided herein; (b) the Defendant exercises the option to rescind above (*e.g.*, because the opt-outs from the Class exceed 7.5% and Defendant revokes the Agreement); (c) the Court strikes or does not approve any material term of the Settlement Agreement; or (d) the Settlement does not become final as written and agreed to by the Parties for any other reason, then the Settlement Agreement will be null and void, all amounts deposited into the Qualified Settlement Fund Account will be returned to Defendant, and the Parties shall be returned to their original respective positions. Nothing in this Agreement shall be construed as a determination, admission, or concession of any issue in the Action, and nothing in this Stipulation may be offered into evidence in any trial on the merits of the claims asserted in the operative Complaint filed in the Action or in any subsequent pleading. In such an event, any order or judgment entered by the Court in furtherance of the Settlement Agreement will likewise be treated as void from

DEA

1 the beginning. If there is any reduction in the attorneys' fees or costs awards or the Class
2 Representative Enhancement Payment, such reduction may be appealed but is not a basis for rendering
3 this Agreement void, voidable and/or unenforceable.

4 80. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
5 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
6 Order for: (a) conditional certification of the Truck Workers Class for settlement purposes only, (b)
7 Preliminary Approval of the proposed Settlement Agreement, (c) directing the mailing of the Class
8 Notice by first class mail to the Class Members; (d) approving Lavi and Ebrahimian, LLP as Class
9 Counsel, Donald Alvarez as Class Representative, and Simpluris, or an administrator mutually agreed
10 to by the Parties, as Settlement Administrator, and (e) setting a date for a Final Approval/Settlement
11 Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
12 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff
13 will submit the Settlement Agreement, which sets forth the terms of the Settlement, and will include for
14 Court approval the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement
15 attached hereto as **Exhibit B**, the Allocation Form attached hereto as **Exhibit A**, the Order Granting
16 Preliminary Approval of Class Action Settlement attached hereto as **Exhibit C**, Order Granting Final
17 Approval of Class Action Settlement attached hereto as **Exhibit D**, the Judgment attached hereto as
18 **Exhibit E**, and the Mailing Envelope. Class Counsel will be responsible for drafting all documents
19 necessary to obtain preliminary approval, subject to good faith approval by Defendant's counsel. The
20 Notice of Class Action Settlement and Allocation Form will be translated into Spanish and provided in
21 both languages to Class Members. Any failure by the Court to fully and completely approve the
22 Settlement Agreement as to all of the Action against Defendant, or the entry of any Order by another
23 Court with regard to any of the Action which has the effect of preventing the full and complete
24 approval of the Settlement Agreement as written and agreed to by the Parties, will result in the
25 Settlement Agreement entered into by the Parties, and all obligations under the Settlement Agreement,
26 being nullified and voided.

27 81. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
28 deadline to postmark Requests for Exclusion, or file objections to the Settlement Agreement, and with

DEA

1 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine
2 the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a)
3 Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the
4 Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Settlement
5 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than
6 forty-five (45) calendar days after the Response Deadline. Class Counsel will be responsible for
7 drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible for
8 drafting the attorneys' fees and costs application to be heard at the Final Approval/Settlement Fairness
9 Hearing. Any failure by the Court to fully and completely approve the Settlement Agreement as to all
10 of the Action, or the entry of any Order by another Court with regard to any of the Action which has
11 the effect of preventing the full and complete approval of the Settlement Agreement as written and
12 agreed to by the Parties, will result in the Settlement Agreement entered into by the Parties, and all
13 obligations under the Settlement Agreement a being nullified and voided.

14 82. Judgment and Continued Jurisdiction. After Final Approval of the Settlement by the
15 Court, the Parties will present the Judgment to the Court for its approval in the form attached as
16 **Exhibit E**. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes
17 of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
18 administration matters, including to supervise and adjudicate any dispute arising from or in connection
19 with the distribution of Settlement benefits, and (c) such post-Judgment matters as may be appropriate
20 under court rules or as set forth in the Settlement. Notice of the Final Judgment shall be given by
21 Plaintiff to Defendant as set forth in the Class Notice, which notice shall satisfy the requirements of
22 California Rules of Court, rule 3.771. Notice of the Final Judgment shall be given by the Settlement
23 Administrator, including to objectors.

24 83. Exhibits Incorporated by Reference. The terms of the Settlement include the terms set
25 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
26 Any Exhibits to the Settlement are an integral part of the Settlement.

27 84. Entire Agreement. The Settlement Agreement and any attached Exhibits constitute the
28 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements

DEA

1 may be deemed binding on the Parties.

2 85. Amendment or Modification. The Settlement Agreement may be amended or modified
3 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

4 86. Calculating Deadlines. If the date by which any action is required to be performed
5 under the Settlement falls on a Saturday, Sunday or legal holiday in the State of California, then the
6 date by which such action shall be required to be performed shall be the next following day that is not a
7 Saturday, Sunday or legal holiday in the State of California.

8 87. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
9 represent they are expressly authorized by the Parties whom they represent to negotiate the Settlement
10 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
11 to the Settlement Agreement to effectuate its terms and to execute any other documents required to
12 effectuate the terms of the Settlement Agreement. The Parties and their counsel will cooperate with
13 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
14 unable to reach agreement on the form or content of any document needed to implement the
15 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
16 the Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

17 88. Binding on Successors and Assigns. The Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 89. California Law Governs. All terms of the Settlement Agreement and Exhibits hereto
20 will be governed by and interpreted according to the laws of the State of California without giving
21 effect to any conflict of law or choice of law principles.

22 90. Execution and Counterparts. The Settlement Agreement is subject only to the
23 execution of all Parties. However, the Settlement Agreement may be executed in one or more
24 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
25 the signature page, will be deemed to be one and the same instrument provided that counsel for the
26 Parties will exchange among themselves original signed counterparts.

27 91. Investigation of the Claims. Each Party conducted significant investigation of the facts
28 and law both before and after the Action was filed. Such discovery and investigations have included

1 the exchange of voluminous information pursuant to discovery, meetings and conferences, and
2 interviews of putative class members. Counsel for the Parties have further investigated the applicable
3 law as applied to the facts discovered regarding the Plaintiff's claims, the defenses thereto and the
4 damages claimed by Plaintiff.

5 92. Benefits of Settlement to Class Members. Plaintiff has considered the expense and
6 length of continued proceedings necessary to continue the Action against Defendant through trial and
7 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
8 further litigation, and the difficulties and delays inherent in such litigation, including those involved in
9 class certification. Plaintiff is also aware of the burdens of proof necessary to establish liability for the
10 claims asserted in the Action and Defendant's defenses thereto. Plaintiff has also considered the
11 settlement negotiations conducted by the Parties. Based on the foregoing, Plaintiff has determined that
12 the Settlement set forth in the Settlement Agreement is fair, adequate, and reasonable, and is in the best
13 interest of the Settlement Class.

14 93. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe the
15 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
16 the Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
17 account all relevant factors, present and potential. The Parties further acknowledge that they are each
18 represented by competent counsel and that they have had an opportunity to consult with their counsel
19 regarding the fairness and reasonableness of the Settlement.

20 94. Plaintiff's Waiver of Right to be Excluded. By signing the Settlement Agreement,
21 Plaintiff agrees to be bound by the terms herein and further agrees not to request to be excluded from
22 the Settlement Class. Any such request for exclusion shall therefore be void and of no force or effect.

23 95. Invalidity of Any Provision. Before declaring any provision of the Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of the Settlement
26 Agreement valid and enforceable.

27 96. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
28 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not

1 approved, the stipulation to certification will be void. The Parties further agree that certification for
2 purposes of the Settlement is not an admission that class action certification is proper under the
3 standards applied to contested certification motions and that the Settlement Agreement will not be
4 admissible in this or any other proceeding as evidence that either: (a) a class action should be certified
5 or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's
6 terms.

7 97. Non-Admission of Liability. The Parties enter into the Settlement Agreement to
8 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued
9 litigation. In entering into the Settlement Agreement, Defendant does not admit, and specifically
10 denies, it has violated any federal, state, or local law; violated any regulations or guidelines
11 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
12 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
13 or engaged in any other unlawful conduct with respect to its employees. Neither the Settlement
14 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
15 construed as an admission or concession by Defendant of any such violations or failures to comply
16 with any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement
17 Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received as
18 evidence in any action or proceeding to establish any liability or admission on the part of Defendant or
19 to establish the existence of any condition constituting a violation of, or a non-compliance with,
20 federal, state, local or other applicable law.

21 98. Captions. The captions and headings in the Settlement Agreement are inserted for the
22 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of the Settlement Agreement.

24 99. Waiver. No waiver of any condition or covenant contained in the Settlement
25 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
26 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or
27 remedy.

28 100. Enforcement Action. In the event that one or more of the Parties institutes any legal

DEA

1 action or other proceeding against any other Party or Parties to enforce the provisions of the Settlement,
2 the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
3 reasonable attorneys' fees incurred in connection with any enforcement actions where the other Party
4 or Parties materially breached its obligations under the Agreement. This prevailing party attorney's fee
5 provision does not apply to disputes arising from the Settlement Administrator's obligations, disputes
6 arising from any objection(s) that may be asserted, disputes raised by Class Member(s), or to any
7 dispute regarding Class Counsel's request for attorney's fees and costs.

8 101. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
9 conditions of the Settlement Agreement. Accordingly, the Settlement Agreement will not be construed
10 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
11 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
12 between the Parties, all Parties have contributed to the preparation of the Settlement Agreement.

13 102. Representation By Counsel. The Parties acknowledge that they have been represented
14 by counsel throughout all negotiations that preceded the execution of the Settlement Agreement, and
15 that the Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
16 in full. Further, Plaintiff and Class Counsel warrant and represent that they are not aware of any liens
17 on the Settlement Agreement.

18 103. All Terms Subject to Final Court Approval. All amounts and procedures described in
19 the Settlement Agreement herein will be subject to the Final Approval Order.

20 104. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
21 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of the
22 Settlement Agreement.

23 105. Confidentiality. Plaintiff, Class Counsel, Defendant and Counsel for Defendant agree
24 that they will not issue any press releases, initiate any contact with the press, respond to any press
25 inquiry or have any communication with the press about the fact, amount or terms of the Settlement
26 Agreement. In addition, Plaintiff, Class Counsel, Defendant and Counsel for Defendant agree that they
27 will not engage in any advertising or distribute any marketing materials relating to the Settlement of
28 this case, including, but not limited to, any postings on any websites maintained by Class Counsel or on

DEA

any social media. Except for disclosures authorized by Defendant or necessary to prepare the motion for preliminary approval, the terms of this Settlement shall remain confidential until they are presented to the superior court in connection with the motion for preliminary approval. Nothing in the Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in the Settlement Agreement.

106. Binding Agreement. The Parties warrant that they understand and have full authority to enter into the Settlement, and further intend that the Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms.

107. It is agreed that because the members of the Class are numerous, it is impossible or impractical to have each Class Member who does not timely and validly opt-out execute this Settlement. The Notice of Class Action Settlement will inform all Class Members of the binding nature of the release contained herein will have the same force and effect as if this Settlement were executed by each Class Member who does not timely and validly submit a request for exclusion.

108. Counterparts. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement, which will be binding upon and effective as to all Parties. This Settlement may be signed by facsimile signature or digital signature, each of which will have the same force and effect as an original signature.

109. Data Retention. As of the Final Effective Date, all Parties will be relieved of any obligation under the discovery rules or otherwise to maintain any evidence, including electronically stored information such as emails, that might be pertinent to this litigation. However, Plaintiff's counsel may retain evidence received pursuant to the April 7, 2017 Stipulation & Order Re Exchange of Information for Mediation for four years after the Final Effective Date of this Settlement solely for the purpose of defending against a malpractice claim against Plaintiff's counsel arising from this Lawsuit. Nothing in this Agreement affects or modifies the terms of this April 7, 2017 Stipulation.

110. To the extent Plaintiff is unable to read, consider or understand any term of this Joint

1 Stipulation in the English language, the entirety of this Joint Stipulation, including the Release by Class
2 Members and Release of Additional Claims & Rights by Plaintiff, were translated for him into the
3 Spanish language and/or explained to him in the Spanish language by his attorneys or their
4 representatives and Plaintiff does in fact understand the terms of this Joint Stipulation.

5
6 **SIGNATURES**

7 **READ CAREFULLY BEFORE SIGNING**

8
9 Dated: 2/24/2018

10 **PLAINTIFF**

11 
12 Plaintiff Donald Alvarez

13 Dated: 2/22/2018

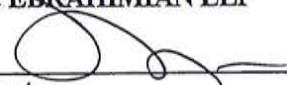
14 **RECOLOGY LOS ANGELES**

15 DocuSigned by:
16 Mark J. Arsenault
17 76488847A74941E...
18 Mark J. Arsenault
19 Executive Vice President & COO

20 **APPROVED AS TO FORM**

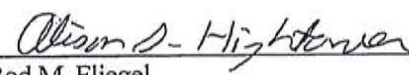
21 Dated: 2/26/18

22 **LAVI & EBRAHIMIAN LLP**

23 
24 Joseph Lavi
25 Vincent Granberry
26 Attorneys for Plaintiff and the Class

27 Dated: 2/22/2018

28 **LITTLER MENDELSON, P.C.**


Rod M. Fliegel
Alison S. Hightower
Attorneys for Defendant

Firmwide: 151144254.3 016440.2652

EXHIBIT A

ALLOCATION FORM

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment.

Return this form to the Settlement Administrator ONLY if you need to correct any of the personal and/or employment information reported below.

MAIL TO:

Alvarez vs. Recology Los Angeles

c/o Simpluris, Inc. _____.

<u>insert address, Fax Number</u>

TO CLASS MEMBER [MERGED_FirstName] [MERGED_LastName]:

TO RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

1. Under the terms of the Class Action Settlement ("Settlement"), you are entitled to receive an Individual Settlement Payment in the approximate estimated amount of \$[MERGED_EstSettAmnt_CALC], minus all applicable payroll and tax deductions, after the Court approves the Settlement, and after it goes into effect. Your Individual Settlement Payment will be treated as follows: 50% will be attributed to wages and will be reported as such on an IRS Form W-2 from which payroll withholding taxes and contributions shall be taken; 25% will be attributed to interest and will be reported on an IRS Form 1099; and 25% will be attributed to penalties and will be reported on an IRS Form 1099. The Parties agree that all Participating Class Members who receive any payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. Your Individual Settlement Payment reflected on this Notice is only an estimate. The exact amount of your Individual Settlement Payment could vary, up or down.
2. The records of Recology Los Angeles ("Recology") show that you are a member of the class because you were/are a non-exempt Driver, Driver-Relief, Driver Transfer, Driver-Transfer Grandfather, and/or Helper employee of Recology Los Angeles in California during the class period (March 5, 2015 and August 25, 2017) and worked _____ workweeks.
3. Your Individual Settlement Payment is based on your total workweeks during the Class Period. A workweek is defined as one in which you were both present at work and earned wages.

4. You have been credited with [MERGED_] workweeks for purposes of calculating your Individual Settlement Payment.
5. If you ***DO NOT WANT TO DISPUTE*** the total amount of workweeks being credited to you, **YOU SHOULD NOT RETURN THIS FORM AND DO NOT NEED TO TAKE ANY FURTHER ACTION TO BE ELIGIBLE FOR AN INDIVIDUAL SETTLEMENT PAYMENT.** The Individual Settlement Payment will be mailed to you after the Settlement goes into effect in approximately six months.
6. **YOU SHOULD ONLY COMPLETE THIS SECTION *IF YOU DISPUTE*** the number of workweeks listed above. To file a dispute you must: (1) check the dispute box below and fully complete the chart below, sign this form; and mail or fax the completed and signed form to the Settlement Administrator so that it is postmarked or fax stamped no later than DATE, 2018. The Settlement Administrator will review all valid dispute forms and notify you of the results by written notice. The Settlement Administrator's decision will be final. Late or incomplete disputes, or disputes that are mailed without a visible postmark date, will not be considered and your Individual Settlement Payment will be based on the workweeks listed above.

QUESTIONS?

CALL THE SETTLEMENT ADMINISTRATOR AT

☐ I WANT TO DISPUTE the number of workweeks credited to me under this Settlement. I worked the following number of workweeks:

	Dates of Employment During the Class Period (March 5, 2015 through August 25, 2017)
	Workweeks I Worked During the Class Period

I believe I worked more workweeks than shown above because:

Date

Signature of Claimant

Daytime Telephone Number

Print Name

Last 4 digits of Social Security Number: _____

YOU SHOULD NOT RETURN THIS FORM IF YOU DO NOT DISPUTE THE NUMBER OF WORKWEEKS SPECIFIED ABOVE.

Firmwide:151680924.2 016440.2652

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS
MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS
PROPOSED SETTLEMENT.

This is a court-authorized notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit that affects your rights.
- The settlement will provide up to \$350,000.00, less certain fees and costs, to pay claims from those who do not validly exclude themselves from the settlement.
- The Court has not decided whether to grant final approval to the settlement. Payments will be made only after the Court approves the settlement and any appeals are resolved. Please be patient. Please do not contact the court regarding this Notice.
- Your legal rights are affected whether you act or do not act.
- **No adverse action will be taken against anyone for participating under this settlement.**
-

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
<u>You may:</u>	<u>What will happen:</u>
Do nothing	You will get your Individual Settlement Payment , and give up the right to bring your own lawsuit for the same claims. See below.
Submit the Allocation Form and information or document(s) you have in support of the corrections to the Allocation Form	A decision will be made regarding the number of workweeks based on the information in the Allocation Form and evidence submitted. You will get your Individual Settlement Payment , and give up the right to bring your own lawsuit for the same claims. See below.

Request to be excluded from the settlement	You will not receive any payment. You will retain the right to file your own lawsuit for the same claims. See below.
Object to the terms of the settlement	The court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the settlement. See below.

BASIC INFORMATION

1. Why did I receive this Notice?

The employment records of RECOLOGY LOS ANGELES (“the Company”) show that you worked as an hourly non-exempt employee at some point with a job title of Driver, Driver-Relief, Driver Transfer, Driver-Transfer Grandfather and/or Helper (herein as the “Truck Worker Subclass”) from March 5, 2015 through August 25, 2017. A settlement has been reached in a class action lawsuit against the Company that affects your rights.

2. What is this class action about?

This lawsuit, known as *Alvarez vs. Recology Los Angeles*, Case No. BC619897, alleges that the Company (1) failed to pay wages for all time worked at the minimum wage in violation of *Labor Code* Sections 1194 and 1197; (2) failed to authorize or permit meal periods in violation of *Labor Code* Sections 512 and 226.7; (3) failed to authorize or permit rest periods in violation of *Labor Code* Section 226.7; (4) failure to provide complete and accurate wage statements in violation of *Labor Code* Section 226; and (5) failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of *Labor Code* Sections 201, 202 and 203. The lawsuit alleges that these practices violated the California Business & Professions Code, and other similar provisions of law such as the Private Attorney General Act. It seeks to recover back wages, interest, civil and statutory penalties, attorney fees and costs.

3. How does the Company respond?

The Company has denied and continues to deny all allegations in the lawsuit. It contends it complied with the California Labor Code, all applicable Industrial Welfare Commission Wage Orders, the California Business & Professions Code, and all other applicable laws and regulations. The Company further contends this lawsuit could not be maintained as a class action if it were litigated rather than settled.

4. What is a class action and who is involved?

In a class action lawsuit, one or more people called a “Class Representative” or “Class Representatives” sue on behalf of other people who have similar claims. The Class Representative in this case is Donald Alvarez. The employees he represents are the “Class” or “Class Members.” The Class Representative is called the “Plaintiff” and all the Class Members are called the “Class Members.” The Company is called the “Defendant.” The settlement resolves the issues for

everyone in the Class, except for those people who make a valid request to exclude themselves from the Class.

5. Why is this lawsuit being settled?

After good-faith settlement negotiations presided over by a private mediator, the Class Representative and the Company agreed to settle this case rather than go to trial. The settlement represents a compromise of highly-disputed claims and is not an admission that the Company violated the law. The Class representative and his attorneys believe the settlement is in the best interests of the Class, given the risks and expense of going to trial.

6. Has the Court decided who is right?

No. The Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

7. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue settlement checks, and otherwise administer the settlement. The Court has approved Simpluris, Inc. to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement awards. You may contact the Settlement Administrator at:

Alvarez/RECOLOGY Settlement Administrator
c/o _____

FAX NUMBER: _____

EMAIL: _____

YOUR RIGHTS AND OPTIONS

8. Am I part of this Class?

In preliminarily approving the settlement, the Court defined the Class to include all hourly non-exempt employees employed by the Company in California with job titles of Driver, Driver-Relief, Driver Transfer, Driver-Transfer Grandfather, and Helper (herein as the "Truck Worker Subclass) at any time from March 5, 2015 through August 25, 2017. The Company's records indicate that you fall within this Class definition.

9. What does the settlement generally provide?

The Company has agreed to make a payment to all Class Members without those Class Members having to do anything. In return, Class Members who do not timely request to be excluded from the settlement will release any claims they might have against the Company that were raised in the lawsuit based on the facts alleged in the lawsuit, including minimum wages, premium pay and

wages for meal and rest breaks, penalties and wages for any failure to provide accurate wage statements and failure to pay all wages upon termination, and any civil penalties under PAGA. For more information about your estimated payment from the settlement fund and the way it was calculated, see below. For more information about the claims being released as part of the settlement, see below.

10. How do I receive money under the settlement?

You do not have to do anything to receive your settlement share.

11. What is my estimated share of the settlement?

The estimated gross share you will receive under the settlement if you are a participating Class Member is preprinted on your customized Allocation Form accompanying this Notice. The actual amount you receive may be higher or lower than this amount.

12. How do I request to be excluded from the settlement?

If you wish to be excluded from the settlement, you must write to the Settlement Administrator at the address specified above in Section 7 and request to be excluded. Your request must: (1) explicitly and unambiguously state the following statement or substantially similar statement: “I wish to exclude myself from the settlement reached in the matter of Alvarez vs. Recology Los Angeles. I understand by excluding myself, I will not receive any money from the settlement reached in this matter”; (2) contain your name, address, and the last four digits of the Social Security number; (3) be signed by you; and (4) be postmarked (if mailed), faxed, or emailed to the Settlement Administrator no later than _____, 2018 (within 60 days of the mailing of this Notice).

If you do not complete and timely submit a valid request to be excluded from the settlement, you will be bound by all terms and conditions of the settlement, including its release of claims. If you do submit a timely and valid request to be excluded, you will no longer be a class member, you will not receive any money from the settlement, and you will be barred from participating in any portion of the settlement, but you will retain the right to sue the Company separately for the same legal claims contained in this lawsuit. The Company has reserved all applicable defenses in the event claims are filed.

13. May I object to the settlement?

If you believe the settlement is unfair or inadequate, you may object, personally or through an attorney at your own expense, by mailing a copy of your objection to the Settlement Administrator at the address set forth above in Section 7. You cannot object to the settlement **and** exclude yourself from the settlement.

Your objection must be signed, dated and include: (1) your full name; (2) your employment date; (3) the last four digits of your Social Security number and/or the Employee ID number; (4) the basis for the objection; (5) whether you intend to appear at the Final Approval/Settlement Fairness Hearing; and (6) the name of the case *Alvarez vs. Recology Los Angeles*, Case. To be effective, your objection must be postmarked no later than _____, 2018 (within 60 days of the mailing of this Notice). Do not telephone the Court or the Company’s counsel.

If the Court rejects your objection, you will be bound by the terms of the settlement, and you will not then be able to exclude yourself from the settlement.

14. When will I receive my payment?

The settlement payments will be paid within sixty (60) calendar days after final court approval of the settlement if all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the settlement.

15. What if I do nothing?

If you do nothing, you will receive your settlement share and you will give up any rights you would otherwise have to sue the Company for the claims described below in Section 26 under claims released.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has determined that Joseph Lavi, Esq. of Lavi & Ebrahimian, LLP is qualified to represent you and all Class Members. The lawyers for this firm are called “Class Counsel.” They are experienced in handling similar cases. Their contact information is provided at the end of this Notice.

17. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, however, you are responsible for paying for that lawyer.

18. How will Class Counsel be paid?

You do not have to pay Class Counsel’s fees and costs. The fees and expenses that the Court approves will be paid by the Company from the settlement. More information about the attorneys’ fees and costs is contained in Section 21 below.

TERMS OF THE SETTLEMENT

19. What has the Company agreed to do?

The Company has agreed to pay a maximum amount of \$350,000.00. Subject to the Court’s approval, this will include a Class Representative Payment of \$7,900 to Plaintiff Alvarez. This maximum amount also will be used to pay the settlement administration costs, and Class Counsel’s attorneys’ fees and costs as awarded by the Court, and a \$7,500 payment to the California Labor Workforce Development Agency. These payments are discussed in Sections 20-25 below.

20. What is a “Class Representative Payment”?

In class actions such as this one, a court may provide the Class Representative a “class representative payment” in recognition of the time, effort and risks the Class Representative took to prosecute the class action and the Class Representative’s execution of a general release of all claims. Plaintiff Alvarez will request that the Court approve a Class Representative Payment of \$7,900. This Class Representative Payment, if approved by the Court, will be deducted from the maximum payment.

21. How much will the attorneys get?

Class Counsel and/or Plaintiff will seek approval from the Court for payment of attorneys’ fees in an amount up to 33% of the maximum payment or \$116,667, plus costs not to exceed \$10,000. These amounts, if approved by the Court, will be deducted from the maximum payment. Class Counsel believes the amounts they are requesting for attorneys’ fees and costs are fair and reasonable. The Company will not oppose the request for these amounts. Class Members are not personally liable for any fees and costs.

22. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately \$10,000 for the Claims Administrator to fully administer the settlement.

23. How will the settlement funds be distributed and my share calculated?

If the Court approves the settlement as proposed, the amount available for distribution to participating Class Members will be the Net Settlement Amount.

Each Class Member’s recovery will be based on a formula that computes a dollars-per-workweek amount, multiplied by the number of workweeks worked by the Class Member during the Class Period. The amount of each Class Member’s recovery will depend on (a) the size of the Net Settlement Amount as finally approved by the Court and (b) the number of workweeks that each Class Member worked during the Class Period.

The Net Settlement Amount will be different from this amount if the Court does not approve the requested amounts for Class Counsel’s attorneys’ fees, Class Counsel’s litigation costs, the Class Representative’s payment, or if the cost of administering the Settlement is different than estimated. If some Class Members are excluded from the settlement, the monies they would have received will be allocated to the Class Members who do not submit timely requests for exclusion.

Under the settlement, the Company will pay out the maximum payment of \$350,000.00 in its entirety. No portion of the maximum payment will remain with, or revert back to, the Company, even if some Class Members do not submit claims or do not cash their settlement checks

24. Will I have to pay taxes on my award?

50% of your award will be considered to be wages and will be reported on IRS Form W-2 with all appropriate taxes withheld, 25% will be considered interest and 25% will be considered penalties and will be reported on IRS Form 1099. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

You should consult a tax professional for more information about your own specific situation.

25. What if I dispute the number of my workweeks as listed on the Allocation Form?

The Allocation Form enclosed with this Notice lists the number of workweeks you worked in California in a relevant job position during the Class Period, according to the Company's records. If you wish to challenge the number of workweeks listed on your Allocation Form, you may do so by submitting a written challenge to the Settlement Administrator, along with the signed Allocation Form, by _____, 2018 (within 60 days of the date of initial mailing of this Notice). The Settlement Administrator will evaluate the evidence you submit and, after reviewing the Company's records, the Settlement Administrator, together with the parties' counsel, will attempt to informally resolve the dispute as to your correct number of workweeks. Unresolved disputes will be decided by the Settlement Administrator, subject to final approval by the Court.

RELEASE OF CLAIMS

26. What claims are being released as part of the settlement?

If you do not submit a timely request to be excluded from the settlement, you will be giving up your right to bring a legal claim against the Company for the same claims, or similar claims, as those encompassed by this lawsuit. Specifically, the parties' Settlement Agreement states that you will release the following parties and the following claims "all claims for civil and statutory wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs under the California Labor Code, including but not limited to the California Private Attorney General Act, Labor Code § 2699, *et seq.*, the California Wage Orders of the California Industrial Welfare Commission, California Business and Professions Code § 17200, *et seq.*, and the Fair Labor Standards Act arising out of the facts alleged in the Second and Third Amended Complaints in this action on behalf of the Truck Worker Subclass Members against the "Released Parties as defined below, from and including March 5, 2015 through and including August 25, 2017 ("Released Claims Period"), including, but not limited to all work performed but not paid, claims for meal periods worked and not paid including claims for "auto deductions" relating to meal periods, meal period premium pay, claims for rest periods not authorized and permitted and rest period premium pay, claims for minimum wage or other compensation arising from the rounding of time worked, minimum wage, claims for inaccurate wage statements, claims for violations of the requirement of Labor Code section 226(a), claims for unpaid wages upon separation of employment, and all other claims made in the Action, arising out of the allegations of the Second and Third Amended Complaints in the Action, or in the course of the proceeding, that were or could have been alleged in the pending action based on the facts set forth therein. Unrelated claims and claims which by law cannot be released (e.g., workers' compensation, disability, unemployment, wrongful termination, claims outside the Class Period, and discrimination) are not released.

FINAL SETTLEMENT APPROVAL HEARING

27. When will the Court consider whether to finally approve the settlement?

The Court will hold a hearing in Department 308 of the Los Angeles County Superior Court, located at 600 S. Commonwealth Avenue, Los Angeles, CA 90005, on _____, 2018 at _____.m, to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs, and the Class Representative Payment.

It is not necessary for you to appear at this hearing. If you have timely submitted a valid objection to the settlement and a notice of intent to appear, you may appear at the hearing to argue your objection to the Court, or have an attorney represent you at the hearing at your own expense.

The hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

FURTHER INFORMATION

28. How do I get more information?

This Notice provides a summary of the basic terms of the settlement. If you have more questions about this Notice or this lawsuit, you can contact Class Counsel, whose contact information is below, or the Settlement Administrator at 1-_____:

Joseph Lavi, Esq.
Vincent Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com

For the settlement's complete terms and conditions, please consult the detailed Class Action Settlement Agreement. The defined terms in this Notice have the same meaning as set forth in the Class Action Settlement Agreement. If you wish to review the settlement documents, you may do so by visiting www.lelawfirm.com/_____. Your browser will be directed to information regarding this case.

IMPORTANT:

- PLEASE DO NOT TELEPHONE THE COURT OR THE COMPANY'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**
- If you move to a different address, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.**

EXHIBIT C

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 **LAVI & EBRAHIMIAN, LLP**
4 8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

5 Attorneys for PLAINTIFF DONALD ALVAREZ,
on behalf of himself and others similarly situated.

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

9 DONALD ALVAREZ, on behalf of himself and
10 others similarly situated,

11 PLAINTIFF,

12 vs.

13 RECOLOGY LOS ANGELES; THF
14 HOLDING CO. (formerly known as CROWN
DISPOSAL COMPANY, INC.); and DOES 1 to
100, Inclusive,

15 DEFENDANTS.

Case No.: BC619897

CLASS ACTION

*[Assigned for all purposes to the Hon. Ann I.
Jones, Dept. 308]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT (Recology Los
Angeles)**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class
Action Settlement; Declaration of Vincent C.
Granberry in Support Thereof]*

Hearing Information:

Date:

Time:

Dept.: 308

21
22 The Motion for Preliminary Approval of a Settlement came before this Court, on
23 _____, 2018 at ____ a.m./p.m. in Department 308 of Los Angeles County Superior Court
24 located at 600 South Commonwealth Avenue, Los Angeles, California 90005. The Court, having
25 considered the proposed Joint Stipulation of Class Action Settlement and Release, attached as
26 **Exhibit 1** to the Declaration of Vincent C. Granberry in Support of Plaintiff's Motion for
27 Preliminary Approval of Class Action Settlement, and the Exhibits attached thereto (hereafter
28 collectively, the "Stipulation"); having considered the Motion for Preliminary Approval of Class

[PROPOSED] ORDER

1 Action Settlement filed by the parties; having considered the respective points and authorities and
2 declarations submitted by the parties in support thereof; and good cause appearing, HEREBY
3 ORDERS THE FOLLOWING:

4 The Court grants preliminary approval of the settlement as set forth in the Joint Stipulation
5 and finds the terms to be within the range of reasonableness of a settlement that ultimately could be
6 granted approval by the Court at the final Fairness Hearing. For purposes of the settlement only, the
7 Court finds that the proposed settlement class is ascertainable and that there is a sufficiently well-
8 defined community of interest among the Class in questions of law and fact. Therefore, for
9 settlement purposes only and for no other purpose and with no other effect on the Action, including
10 no effect on the Action should the Joint Stipulation not ultimately be approved or should the Final
11 Effective Date not occur, the Court grants conditional certification of the following "Settlement
12 Class" defined as follows:

13 All current and former non-exempt, hourly employees who were employed
14 by Defendant Recology Los Angeles in California with job titles of Driver,
15 Driver-Relief, Driver Transfer, Driver-Transfer Grandfather, and Helper
16 (herein as the "Truck Worker Subclass) at any time from March 5, 2015
17 through August 25, 2017.

18 1. For purposes of the settlement, the Court further designates named Plaintiff Donald
19 Alvarez as Class Representative, and Joseph Lavi, Esq. and Vincent C. Granberry, Esq. of Lavi &
20 Ebrahimian, LLP as Class Counsel.

21 2. The Court confirms Simpluris, Inc. as the Claims Administrator.

22 3. A final fairness hearing on the question of whether the proposed settlement should be
23 finally approved as fair, reasonable and adequate as to the members of the Settlement Class is
24 scheduled in Department 308 of this Court, located at 600 South Commonwealth Avenue, Los
25 Angeles, California 90005, on _____, 2018, at _____ a.m./p.m.

26 4. At the final fairness hearing, the Court will consider: (a) whether the settlement
27 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting
28 approval of the settlement should be entered; and (c) whether Plaintiff's application for an award of

1 attorneys' fees, reimbursement of litigation expenses, and class representative enhancement should
2 be granted.

3 5. Counsel for the parties shall file memoranda, declarations, or other statements and
4 materials in support of their request for final approval by no later than 10 court days prior to the
5 final fairness hearing.

6 6. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of
7 litigation expenses and class representative enhancement by no later than 10 court days prior to
8 the final fairness hearing.

9 7. The Court approves, as to form and content, the Allocation Form and Notice of
10 Class Action Settlement, which are attached to the Stipulation as Exhibits "A" and "B,"
11 respectively.

12 8. The Court directs the mailing of the Class Notice and Allocation Form by first
13 class mail to the members of the Settlement Class no later than 24 calendar days after the
14 Preliminary Approval Order.

15 9. The proposed members of the Class shall have up to and including 60 calendar
16 days after Class Notice Mailing ("Close of Claims Period") to object or request exclusion from the
17 settlement.

18 10. The Court finds that the forms of Class Notice to the Settlement Class regarding
19 the pendency of the action and of this settlement, and the methods of giving notice to members of
20 the Settlement Class constitute the best notice practicable under the circumstances and constitute
21 valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with
22 the requirements of California Code of Civil Procedure section 382, California Civil Code section
23 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
24 and other applicable law.

25 11. The Court further approves the procedures for Class Members to participate in, opt
26 out of, or object to the Settlement, as set forth in the Stipulation and Class Notice.

27 12. Any Class Member wishing to object to the approval of the Settlement shall inform
28 the Settlement Administrator in writing of his or her intent to object by following the procedure

1 set forth in the Notice of Class Action Settlement within sixty (60) calendar days of mailing of
2 the Notice of Class Action Settlement. Class Members are forever barred from objecting to the
3 Settlement if they do not file and serve written objections within sixty (60) calendar days of the
4 mailing of the Notice of Settlement. The Notice of Objection must be signed by the Class
5 Member and state: (a) the full name of the Class Member; (b) the dates of employment of the
6 Class Member; (c) the last four digits of the Class Member's Social Security number and/or the
7 Employee ID number; (d) the basis for the objection; and (e) if the Class Member intends to
8 appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make
9 objections in the manner specified above shall be deemed to have waived any objections and
10 shall be foreclosed from making any objections (whether by appeal or otherwise) to the
11 Settlement. Class Members who submit a timely Notice of Objection will have a right to appear
12 at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the
13 Court. Any Class Member who submits a Request for Exclusion shall have no right to object to
14 the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise
15 encourage Class Members to file or serve written objections to the Settlement or appeal from the
16 Order and Final Judgment. Class Counsel shall not represent any Class Members with respect to
17 any such objections.

18 13. Any Class Member wishing to opt-out from the Settlement Agreement must sign and
19 postmark a written Request for Exclusion to the Settlement Administrator within the Response
20 Deadline as set forth above. The date of the postmark on the return mailing envelope will be the
21 exclusive means to determine whether a Request for Exclusion has been timely submitted. All
22 Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly
23 to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted.
24 Any Class Member who submits a valid and timely request to be excluded from the Settlement
25 shall no longer be a member of the Settlement Class, shall be barred from participating in the
26 Settlement, shall be barred from objecting to the Settlement, and shall receive no benefit from the
27 Settlement. The written Request for Exclusion must: (1) explicitly and unambiguously state the
28 following statement or similar statement: "I wish to exclude myself from the settlement reached in

1 the matter of Alvarez vs. Recology. I understand by excluding myself, I will not receive any money
2 from the settlement reached in this matter.”; (2) contain the name, address, and the last four digits
3 of the Social Security number of the person requesting exclusion; (3) be signed by the Class
4 Member; and (4) be postmarked or fax stamped by the Response Deadline and returned to the
5 Settlement Administrator at the specified address or fax telephone number stated in the Notice
6 Packet. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed
7 by the Class Member, or if it does not contain the name and address of the Class Member. The date
8 of the postmark on the return mailing envelope or fax stamp on the request for exclusion shall be
9 the exclusive means used to determine whether the Request for Exclusion was timely submitted.
10 Any Class Member who requests to be excluded from the Settlement Class will not be entitled to
11 any recovery under the Settlement and will not be bound by the terms of the Settlement or have any
12 right to object, appeal, or comment thereon. Nothing in this Settlement will constitute or be
13 construed as a waiver of any defense Defendant has asserted or could assert against such a claim.
14 Class Members who fail to submit a valid and timely written request for exclusion on or before the
15 Response Deadline shall be bound by all terms of the Settlement, including the release of claims,
16 and any final judgment entered in this Action regardless of whether he or she has objected to the
17 Settlement if the Settlement is approved by the Court.

18 14. The procedures and requirements for filing objections in connection with the
19 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
20 presentation of any Class Member’s objection to the Settlement Agreement, in accordance with
21 the due process rights of all Class Members.

22 15. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
23 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this
24 Order, are stayed.

25 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
26 connection with the administration of the settlement which are not materially inconsistent with
27 either this Order or the terms of the Stipulation.
28

1 17. To facilitate administration of the Settlement pending final approval, the Court
2 hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative
3 proceedings regarding claims released by the Settlement unless and until such Class Members have
4 filed valid Requests for Exclusion with the Claims Administrator and the time for filing claims with
5 the Claims Administrator has elapsed.

6 18. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
7 Notice Date: last day for claims administrator 8 to mail class notice and allocation form to class members.	24 calendar days after the Court's order granting preliminary approval
9 Close of Claims Period: (i) last day for class 10 members to submit opt-outs; and (ii) last day for class members to submit objections.	60 calendar days after the date of mailing of the Class Notice
11 Last day for class counsel to file motion for 12 award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	15 calendar days prior to the final fairness hearing
13 Last day for parties to file motion and 14 supporting documents for final approval of class action settlement.	15 calendar days prior to the final fairness hearing
15 Last day for Plaintiff to respond to Objections	15 calendar days prior to the final fairness hearing
16 Hearing on final approval of class action settlement.	At least 45 calendar days after close of Claims Period. [See Par. 81 of Stip.]

17 19. The Fairness Hearing and related prior deadlines set forth above may, from time to
18 time and without further notice to the Settlement Class (except those who have filed timely and
19 valid objections), be continued or adjourned by Order of the Court.

20 20. In the event that final approval is not given or the final effective date does not occur
21 for any reason whatsoever, the Joint Stipulation and this Order shall be deemed null and void and
22 shall have no effect whatsoever.

23
24 **IT IS SO ORDERED.**

25
26 Dated: _____

Hon. Ann I. Jones
Judge of the Superior Court

EXHIBIT D

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 **LAVI & EBRAHIMIAN, LLP**
4 8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

5 Attorneys for PLAINTIFF DONALD ALVAREZ,
on behalf of himself and others similarly situated.

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

9 DONALD ALVAREZ, on behalf of himself and
10 others similarly situated,

11 PLAINTIFF,

12 vs.

13 RECOLOGY LOS ANGELES; THF
14 HOLDING CO. (formerly known as CROWN
DISPOSAL COMPANY, INC.); and DOES 1 to
100, Inclusive,

15 DEFENDANTS.

Case No.: BC619897

CLASS ACTION

*[Assigned for all purposes to the Hon. Ann I.
Jones, Dept. 308]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT WITH RECOLOGY LOS
ANGELES AND AWARD OF
ATTORNEYS' FEES AND COSTS**

*[Filed Concurrently with the Motion for Final
Approval; Memorandum of Points and
Authorities; Motion for Award of Attorneys'
Fees and Costs; Memorandum of Points and
Authorities; and Declaration of Vincent C.
Granberry]*

Hearing Information:

Date:

Time:

Dept.: 308

23 This matter came on for hearing on _____, 2018, at _____ a.m./p.m., in Department
24 308 of the Los Angeles County Superior Court located at 600 South Commonwealth Avenue, Los
25 Angeles, California 90005, on Plaintiff's unopposed Motion for Order Granting Final Approval of
26 Class Action Settlement pursuant to California Rule of Court 3.769 and Award of Attorneys' Fees
27 and Costs, this Court's Order Granting Preliminary Approval on _____, 2018, and Joint
28 Stipulation of Class Action Settlement and Release ("Stipulation") between Plaintiff Donald
Alvarez ("Plaintiff") and Defendant Recology Los Angeles ("Defendant"), a copy of which was

[PROPOSED] ORDER

1 attached to the Declaration of Vincent C. Granberry filed concurrently with the Plaintiff's Motion
2 for Preliminary Approval of Class Action Settlement and upon which this Court's preliminary
3 approval was based.

4 Having received and considered the Settlement Agreement, the supporting papers filed by
5 the Parties, the declaration of _____ on behalf of Simpluris, Inc., and the evidence and
6 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
7 Action Settlement granted _____, 2017, and the Motion for Final Approval, the Court grants
8 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
9 DETERMINATION:

10 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, a
11 Class Notice and Allocation Form (collectively "Notice Packet") were mailed together to all
12 members of the Class by first-class U.S. mail. The Notice informed the Class of the nature of the
13 lawsuit, the terms of the settlement, of their right to receive their proportional share of the Net
14 Settlement Amount, the manner and timing of doing so, of their right to dispute the number of
15 workweeks being credited to them pursuant to the Settlement Agreement, or exclude themselves
16 from the lawsuit, and the manner and timing for doing so, and of their right to appear in person or
17 by counsel at the final approval hearing and be heard regarding approval of the class settlement, and
18 were informed of the date set for the Final Approval hearing. No Class Members filed written
19 objections to the proposed settlement as part of this notice process. ____ Class Members opted out.
20 Adequate periods of time were provided by each of these procedures.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to the Settlement Class and provides the basis for the Court to make an informed
23 decision regarding approval of the settlement based on the very few requests to be excluded from
24 the settlement. The Court finds and determines that the Class Notice provided in the matter was the
25 best notice practicable, which satisfied the requirements of California Rules of Court, rule 3.769 and
26 due process.

27 3. The Court further finds and determines that the terms of the class settlement are fair,
28 reasonable, and adequate to the Class and to each member of the Settlement Class and that the

1 settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 Agreement should be and hereby are ordered to be enforced and consummated.

3 4. It is hereby ordered that the Settlement Class as defined in the Settlement, meets all
4 of the legal requirements for class certification, is finally approved and certified as a class for
5 settlement purposes (the "Settlement Class"), and the Court deems this definition sufficient for
6 purposes of California Rule of Court 3.765(a). For purposes of this settlement, this Order, and the
7 Settlement Agreement, the "Settlement Class" is defined as follows:

8 All current and former non-exempt, hourly employees who were
9 employed by Defendant Recology Los Angeles in California with job
10 titles of Driver, Driver-Relief, Driver Transfer, Driver-Transfer
Grandfather, and Helper (herein as the "Truck Worker Subclass) at
any time from March 5, 2015 through August 25, 2017.

11 5. The Court hereby approves the terms set forth in the Settlement Agreement and finds
12 that the Settlement is, in all respects, fair, adequate, and reasonable and adequate to the class and to
13 each class member and that the Class Members who have not opted out will be bound by the
14 Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the
15 Settlement should be and hereby are ordered to be consummated. The Court directs the Parties to
16 effectuate the Settlement Agreement according to its terms. The Court has reviewed the monetary
17 recovery provided as part of the Settlement Agreement and recognizes the significant value
18 accorded to Class Members.

19 6. The settlement is not an admission by Defendant, nor is this Order a finding of the
20 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
21 Agreement, nor any document referred to herein, nor any action taken to carry out the settlement,
22 shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on
23 the part of the Defendant.

24 7. The Court finds and determines that each Participating Class Member's share of the
25 Net Settlement Amount to be paid to Participating Settlement Class Members, as provided for by
26 the Settlement Agreement are fair and reasonable. The Court hereby gives final approval to and
27 orders the payment of those amounts be made to the participating Settlement Class Members, in
28 accordance with the terms of the Settlement Agreement.

1 8. The Court finds and determines that Class Counsel having conferred a benefit on the
2 absent individuals comprising the Settlement Class, and the participating Settlement Class
3 Members, and having reviewed Declaration of counsel, the Class Members' response and existence
4 of ____ objections and ____ requests for exclusion, the Court finds and approves the application of
5 Class Counsel, Joseph Lavi and Vincent C. Granberry of Lavi & Ebrahimian, LLP for attorneys'
6 fees in the amount of \$116,667 and litigation costs in the amount of \$ _____. The Court finds that
7 the hourly rate requested by Class Counsel Joseph Lavi and Vincent C. Granberry are reasonable
8 and appropriate given their experience, skill, reputation and qualifications and the prevailing market
9 rates for work of similar complexity, and having expended efforts to secure a benefit to the
10 Settlement Class and the participating Settlement Class Members, is entitled to the requested fees
11 and costs.

12 9. That Class Representative's request for a Class Representative Service Payment of
13 \$7,900 for the initiation of this action, work performed, risks undertaken, and requested amount for
14 execution of a general release of all claims it may have against Defendant, and its affiliates, parents,
15 related entities, and subsidiaries, and stigma as set forth in the moving papers and Settlement
16 Agreement, is also hereby approved.

17 10. That Simpluris, Inc., the appointed Settlement Administrator's fees and costs in the
18 sum of \$ ____ for services rendered and to be rendered in connection with the completion of its
19 duties pursuant to the Settlement and as set forth in the Declaration of _____ on behalf of
20 Simpluris, Inc., in support of the Motion for Final Approval of Class Action Settlement is hereby
21 approved.

22 11. Neither Defendant Recology Los Angeles nor its subsidiary, parent, affiliated, or
23 related entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any
24 other charge, expense, or liability released under the terms of the Settlement Agreement, except as
25 provided in the Settlement.

26 12. Without affecting the finality of this Order in any way, the Court retains jurisdiction
27 of all matters relating to the interpretation, administration, implementation, effectuation, and
28 enforcement of this order and the Settlement.

1 13. Nothing in this Order shall preclude any action to enforce the Parties' obligations
2 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
3 Defendant make payments to participating Class Members in accordance with the Settlement
4 Agreement. Upon completion of administration of the settlement, the Settlement Administrator will
5 provide written certification of such completion to the Court and counsel for the parties.

6 14. The Parties shall bear their own costs and attorneys' fees except as otherwise
7 provided by this order.

8 15. That any separate appeal from the portion of the Judgment regarding the attorney's
9 fees and litigation costs awards, the Class Representative Service Payment awards or the Settlement
10 Administration Costs award shall not operate to terminate or cancel the Settlement Agreement.

11 16. Pursuant to the Settlement Agreement, within fourteen (14) calendar days of the
12 Settlement Agreement's Effective Date, Defendant will deposit the money necessary to fund the
13 Settlement into a qualified settlement account maintained by the Claims Administrator.

14 17. Pursuant to the terms of the Settlement Agreement, within fourteen (14) calendar
15 days after Settlement Administrator issues payment to Participating Class Members the net share of
16 Class Settlement amount, pays the LWDA, the Service Award to Plaintiff (assuming Plaintiff has
17 executed and returned the General Release), and Claims Administrator fees.

18 18. Pursuant to the terms of the Settlement Agreement, within fourteen (14) calendar
19 days from the later of (a) the court's approval of Plaintiff's fee application; (b) receipt of W-9 from
20 Class Counsel; and (c) resolution of any appellate review for fees and costs, , the Claims
21 Administrator will pay all Court-approved attorneys' fees and costs..

22 19. Class Members who have submitted valid and timely requests to be excluded from
23 the Settlement shall no longer be members of the Class, shall not be bound by the terms of the
24 Settlement, shall be barred from participating in this Settlement, shall have no right to object to this
25 Settlement, and shall receive no benefit from this Settlement. All Class Members who have not
26 excluded themselves from the Settlement, and irrespective of whether a Class Member(s) actually
27 received notice of the Settlement and/or claim to have not received notice of the Settlement, have
28 released their claims against Defendant as set forth in the Settlement Agreement. All Class

1 Members who have not objected to the Settlement, and irrespective of whether a Class Member(s)
2 actually received notice of the Settlement and/or claim to have not received notice of the Settlement,
3 are barred from prosecuting or pursuing any appeal of the Court's Order granting final approval to
4 the Settlement.

5 20. Upon satisfaction of all payments and obligations under the Settlement Agreement
6 and under this Order, all Settlement Class Members who did not opt out are permanently barred
7 from prosecuting against Defendant Recology Los Angeles, and each and all of its respective past
8 and present parents, subsidiaries, divisions, general and limited partners, joint venturers and
9 affiliated companies, and each and all of their respective past and present directors, officers,
10 managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys,
11 advisors, representatives, general partners, limited partners, joint venturers, and affiliated
12 companies, each and all of their respective executors, predecessors, successors, assigns and legal
13 representatives, any of the individual or class claims released as set forth in the Settlement.

14 21. The Court retains jurisdiction over the administration and effectuation of the
15 settlement including, but not limited to, the ultimate disbursement to the Participating Class Members,
16 payment of attorneys' fees and costs, the Class Representative enhancement payment, and the
17 claims administration expenses and other issues related to this settlement.

18 22. If the Settlement does not become final and effective in accordance with the terms of
19 the Settlement Agreement, any and all orders entered in connection herewith shall be rendered null
20 and void and shall be vacated.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

Hon. Ann I. Jones
Judge of the Superior Court

EXHIBIT E

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 **LAVI & EBRAHIMIAN, LLP**
4 8889 W. Olympic Blvd., Suite 200
5 Beverly Hills, California 90211
6 Telephone: (310) 432-0000
7 Facsimile: (310) 432-0001

8 Attorneys for PLAINTIFF DONALD ALVAREZ,
9 on behalf of himself and others similarly situated.

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 DONALD ALVAREZ, on behalf of himself and
14 others similarly situated,

15 PLAINTIFF,

16 vs.

17 RECOLOGY LOS ANGELES; THF
18 HOLDING CO. (formerly known as CROWN
19 DISPOSAL COMPANY, INC.); and DOES 1 to
20 100, Inclusive,

21 DEFENDANTS.

Case No.: BC619897

CLASS ACTION

*[Assigned for all purposes to the Hon. Ann I.
Jones, Dept. 308]*

**[PROPOSED] JUDGMENT (RECOLOGY
LOS ANGELES)**

22 Pursuant to the Court's Order Granting Motion for Final Approval of Class Action
23 Settlement, a copy of which is attached as **Exhibit 1**, pursuant to California Rule of Court 3.769,
24 JUDGMENT IS HEREBY ENTERED as follows:

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

26 1. The Settlement Class is defined as:

27 All current and former non-exempt, hourly employees who were
28 employed by Defendant Recology Los Angeles in California with job
titles of Driver, Driver-Relief, Driver Transfer, Driver-Transfer
Grandfather, and Helper (herein as the "Truck Worker Subclass) at
any time from March 5, 2015 through August 25, 2017.

29 2. As provided by the Order Granting Final Approval, except for
30 _____[insert name(s) of all individuals who opted out], all Settlement Class Members
are deemed to have released Defendant Recology Los Angeles, and any of its former and present
parents, subsidiaries, affiliates, divisions, joint venturers, corporations in common control,

1 predecessors, successors, and assigns, as well as all past and present officers, directors, employees,
2 general and limited partners, shareholders and agents, attorneys, insurers, and any other successors,
3 assigns, or legal representatives, if any, of any of such entities (“Released Parties”), from any and
4 all claims, liens, debts, liabilities, demands, obligations, guarantees, expenses, attorneys’ fees, civil
5 and statutory wages, statutory and civil penalties, damages and liquidated damages, interest, fees
6 and costs under the California Labor Code, including but not limited to pursuant to the California
7 Private Attorney General Act, Labor Code § 2699, *et seq.*, the California Wage Orders of the
8 California Industrial Welfare Commission, California Business and Professions Code § 17200, *et*
9 *seq.*, and the Fair Labor Standards Act, from and including March 5, 2015 through and including
10 August 25, 2017, including, but not limited to arising from or related to all work performed but not
11 paid, claims for meal periods worked and not paid (including claims for “auto deductions” relating
12 to meal periods), meal period premium pay, claims for rest periods not authorized and permitted and
13 rest period premium pay, claims for minimum wage or other compensation arising from the
14 rounding of time worked, minimum wage, claims for inaccurate wage statements, claims for
15 violations of the requirement of Labor Code section 226(a), claims for unpaid wages upon
16 separation of employment, and all other claims made in the Action, arising out of the allegations of
17 the Second and Third Amended Complaints in the Action, or in the course of the proceeding, that
18 were or could have been alleged in the pending action based on the facts set forth therein (“Released
19 Claims”).

20 3. All Settlement Class Members, except for _____[insert name(s) of all
21 individuals who opted out], are permanently barred and otherwise enjoined from (i) filing,
22 commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any
23 other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based
24 on the Released Claims and (ii) organizing Settlement Class Members into a separate group, class,
25 or subclass for purposes of pursuing as a purported class action any lawsuit or administrative,
26 regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to
27 include class allegations, or seeking class certification in a pending action) based on the Released
28 Claims.

1 4. This Court shall retain jurisdiction with respect to all matters related to the
2 administration, supervision, enforcement and consummation of the settlement, and any and all
3 claims, asserted in, arising out of, or related to the settlement and the determination of all
4 controversies relating thereto.

5 5. This document shall constitute a judgment for purposes of California Rules of Court,
6 rule 3.769(h).

7 6. Neither the Settlement, nor any of the terms set forth in the Settlement Agreement,
8 constitute any admission by Defendant or any of the other Released Parties, of liability to the
9 Representative Plaintiff or any member of the Settlement Class, nor does this Judgment constitute a
10 finding of the validity of any of the claims alleged in the Action, or of any wrongdoing or liability
11 of Defendant or any of the other Released Parties.

12 7. Except as otherwise provided by the Order Granting Final Approval and the
13 Settlement Agreement, the parties shall bear their own costs and attorneys' fees.

14 8. Notice of this Judgment as required by California Rules of Court, rule 3.771(b) shall
15 be given to the Settlement Class.

16
17 **IT IS SO ORDERED.**

18
19 Dated: _____

Hon. Ann I. Jones
Judge of the Superior Court

20 Firmwide:152064706.2 016440.2652
21
22
23
24
25
26
27
28

EXHIBIT F

EXHIBIT F

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

DONALD ALVAREZ,

CASE NO.: BC619897

Plaintiff,

v.

RECOLOGY LOS ANGELES; et al.

Defendants.

GENERAL RELEASE BY PLAINTIFF DONALD ALVAREZ

I, Donald E. Alvarez, Plaintiff and Class Representative:

1. By my signature below, I hereby acknowledge that this case has been settled, that the Court has approved the settlement, that I will receive a payment through the settlement in an amount which was negotiated by the class representative and Class Counsel. I am also receiving a service payment, which has been approved by the Court, in the amount of Seven Thousand Nine Hundred Dollars and Zero Cents (\$7,900.00).

2. In consideration of the promises and agreements as set forth herein, I hereby fully release the Released Parties (defined below) from any and all Released Claims (defined below) and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to my hiring and employment by Defendant Recology Los Angeles or my termination of employment, or otherwise relating to the Released Parties ("Released Claims). My Released Claims include, but are not limited to, claims for wages, restitution, penalties, retaliation, slander, defamation, emotional distress, discrimination, harassment or wrongful termination of employment. This Release specifically includes any and all claims, demands, obligations and/or causes of action for

damages, restitution, civil and statutory penalties, statutory damages, liquidated damages, equitable relief, interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. My Released Claims include, but are not limited to, claims arising from or dependent on the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, California Business and Professions Code Section 17200, *et seq.*, California Labor Code Private Attorneys General Act of 2004, Labor Code § 2699, *et seq.*, the California Fair Employment and Housing Act, Cal. Gov't Code Section 12900 *et seq.*, the California common laws of contract and tort, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. Sections 201 *et seq.* and the Portal to Portal Act, 29 U.S.C. Section 251, *et seq.*, except for such claims that cannot be released by law. Specifically, I hereby waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

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 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. I understand that "Released Parties" means Defendant and any of its former and present parents, subsidiaries, affiliates, divisions, joint venturers, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, general and limited partners,

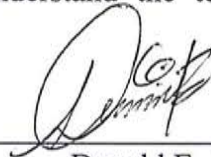
shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any, of any of such entities.

4. I have submitted no other claim for unpaid wages against the Released Parties.

5. I agree to submit to the jurisdiction of the Superior Court of the County of Los Angeles, California for purposes of this litigation and enforcement of this settlement. I acknowledge that I am bound by and subject to the terms of any judgment that may be entered in this litigation.

6. To the extent I am unable to read, consider or understand any term of this Release of Additional Claims & Rights, this Release was translated for me into the Spanish language and/or explained to him in the Spanish language by his attorneys or their representatives and Plaintiff does in fact understand the terms of this Joint Stipulation.

Signature: _____



Donald E. Alvarez

Street Address: 7318 Jamieson ave

City, State, Zip: Reseda, CA, 91335

Telephone No.: 818) 720-3779