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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

Coordination Proceeding Special Title
(Rule 3.550)

RECOLOGY WAGE AND HOUR CASES,
inclusive

Judicial Council Coordination
Proceeding No. 5251

Hon. Theodore C. Zayner

(Santa Clara County Superior Court Case No.
22CV396584)
(San Mateo County Superior Court Case No.
22-CIV-04928)

**JOINT STIPULATION REQUESTING
INDIVIDUAL PAGA SETTLEMENT
APPROVAL AND DISMISSAL OF THE
GIBBS ACTION**

Complaint Filed: November 21, 2022

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1 Plaintiff Roderick Gibbs (“Gibbs” or “Plaintiff”) and Defendants Recology Inc. and South Bay
2 Recycling LLC (“Recology” or “Defendants”), by and through each’s counsel of record, jointly seek:
3 (1) the Court’s approval of their Settlement Agreement and the payment described therein resolving
4 Plaintiff’s claims for relief under the California Private Attorneys General Act (California Labor Code
5 section 2698 et seq.) (“PAGA”); (2) dismissal of the action *Roderick E Gibbs v. South Bay Recycling*
6 *LLC et al.* (the “Action” or “Lawsuit”), San Mateo Superior Court Case No. 23-CIV-00809 that is a
7 coordinated lawsuit in *Recology Wage and Hour Cases*, pending in the Superior Court of the State of
8 California, Santa Clara County and bearing Judicial Council Coordination Proceeding No. 5251,
9 including Plaintiff’s non-PAGA and PAGA claims, with prejudice; and (3) the dismissal of the Action
10 will not prejudice the rights and remedies of any of the other allegedly aggrieved employees; and (4)
11 all Parties bearing their respective fees and costs except as expressly provided in the PAGA Settlement
12 Agreement.

13 1. On about February 22, 2023, Plaintiff filed a notice with the Labor and Workforce
14 Development Agency under the California Private Attorneys General Act (California Labor Code
15 section 2698 et seq.) (“PAGA”) asserting various alleged Labor Code and wage and hour violations,
16 including California Labor Code sections 200-203, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
17 1175, 1194, 1197, 1197.1, 1198, 2802, which was also sent to Defendant (the “PAGA Letter”).

18 2. On May 15, 2023, Plaintiff filed a First Amended Complaint in the Action against
19 Defendants in the Superior Court for the County of San Mateo, which was designated as Case No. 23-
20 CIV-00809, asserting claims on a PAGA representative basis for civil penalties under California Labor
21 Code Section 2698, et seq., predicated on violations of California Labor Code sections 200-203, 226,
22 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, applicable IWC
23 Wage Orders and California Code of Regulations, Title 8, section 11000 et seq. (the “PAGA
24 Complaint”). Through the PAGA Complaint, Plaintiff has asserted claims on behalf of himself, the
25 State of California, and current and former employees of Defendants in California.

26 3. On August 23, 2023, the Honorable Theodore C. Zayner of Santa Clara County
27 Superior Court, the Coordination Trial Judge in the *Recology Wage and Hour Cases*, Judicial Council
28 Coordination Proceeding No. 5251, granted Defendants’ Petition for Coordination of Add-On Cases,

1 seeking to add the Action to the *Recology Wage and Hour Cases* coordinated proceedings.

2 4. On February 7, 2024, the Coordination Trial Judge granted Defendants' motions to
3 compel Plaintiff to arbitrate his individual claims asserted in the Action, dismiss Plaintiff's class
4 claims, and stay Plaintiff's representative claims pending completion of individual arbitration.

5 5. By way of the PAGA Complaint, the PAGA Letter and otherwise, Plaintiff has asserted
6 claims on behalf of himself, the State of California, and other California employees as alleged in the
7 PAGA Complaint.

8 6. Defendants deny any and all liability in the PAGA Complaint. Defendants maintains
9 that it had, and continues to have, legally-compliant employment practices throughout the statutory
10 period in California. Defendants does not admit that they ever violated any provision of the California
11 Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, or of any
12 other law. However, the Parties desire to resolve all of Plaintiff's individual claims against Defendants
13 and to no longer proceed with this Lawsuit. This Settlement was reached after extensive negotiations
14 and an exchange of relevant information and data. The Parties believe and agree that this Settlement
15 is a fair, adequate, and reasonable resolution of the Action and have arrived at this Settlement in arms-
16 length negotiations, taking into account all relevant factors, present and potential.

17 7. The "Effective Date" of the PAGA Settlement is the date by which all of the following
18 have occurred: the Court in this Action approves the PAGA Settlement and issues an order dismissing
19 Plaintiff's PAGA Complaint with prejudice as to his own individual PAGA claims, and without
20 prejudice as to Plaintiff's representative PAGA claim on behalf of the aggrieved employees.

21 8. A true and accurate copy of the Parties' PAGA Settlement Agreement for which they
22 seek Court approval is attached as **Exhibit 1**.

23 9. If approved, the PAGA Settlement will be reported to the LWDA in conformance with
24 Labor Code section 2699(l).

25 10. The Parties separately negotiated a settlement of Plaintiff's non-PAGA claims,
26 including a general release of claims and a Civil Code section 1542 waiver, for which additional
27 consideration is being provided and which is memorialized in a separate Confidential Settlement
28 Agreement and Release.

1 11. In exchange for the consideration, undertakings and covenants undertaken by
2 Defendants in the PAGA Settlement, Plaintiff will release Defendants and all of its current and former
3 direct and indirect parents, subsidiaries, affiliated and related companies and entities, and all of their
4 current and former officers, directors, employees, insurers, reinsurers, attorneys, and agents
5 (“Released Parties”) of and from all manner of actions, suits, claims, damages, liabilities, penalties,
6 arbitrations, charges, claims for attorneys’ fees, interest, expenses and costs, judgments, awards,
7 orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or
8 unsuspected, against Released Parties or any of them, which Plaintiff ever had, now has, or which
9 Plaintiff or Plaintiff’s heirs, assigns, executors or administrators hereafter can, shall or may have
10 arising under the California Private Attorneys General Act (California Labor Code section 2698 *et*
11 *seq.*) which includes claims brought under the PAGA predicated upon California Labor Code Sections,
12 200-203, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802,
13 applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.* and/or
14 any other California Labor Code provisions that could have been asserted under the PAGA in
15 connection with the PAGA Complaint and/or PAGA Letter (“Released Claims”), including but not
16 limited to any claims for penalties, wages, interest and/or attorneys’ fees and costs thereon arising
17 from any and all of the Released Claims.

18 12. Upon entry of the Order approving this PAGA Settlement, Plaintiff shall be deemed to
19 have fully, finally, and forever released, relinquished, and discharged each and all of the Released
20 Parties from the Released Claims that arose prior the PAGA Settlement.

21 13. In consideration for Plaintiff’s agreement to settle and release his individual PAGA
22 claim, Defendants agree to pay Five Hundred Dollars and Zero Cents (\$500.00) to settle and release
23 Plaintiff’s individual PAGA claim, of which: (1) \$375.00 (representing 75% of said \$500.00) will go
24 to the Labor & Workforce Development Agency (“LWDA”); and (2) \$125.00 will be payable to
25 Plaintiff and shall represent payment for PAGA penalties and for which a form 1099 shall issue.
26 Defendants shall distribute said amounts to the LWDA and to Plaintiff no later than fourteen (14)
27 business days of the Effective Date.

28 14. The Parties have agreed to cooperate in obtaining an Order from the Court approving

1 this PAGA Settlement at the earliest possible date. It is the Parties' intent that this Stipulation and
2 Proposed Order satisfy the requirements of California Labor Code section 2699(k)(2). However, the
3 Parties agree to use their best efforts to expedite the preparation and submission of whatever additional
4 documents the Court may require, if any, in order to approve this PAGA Settlement. The Parties
5 further agree to fully cooperate in the drafting and/or filing of any further documents or filings
6 reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court
7 relating to, or that are otherwise necessary to the approval and implementation of this Settlement. The
8 Court's approval of the Settlement is a condition of the enforceability of this PAGA Settlement. If the
9 Court should for any reason fail to approve the Settlement, then (a) the Settlement shall be considered
10 null and void, (b) neither the Settlement nor any of the related negotiations or proceedings shall be of
11 any force or effect, and (c) all Parties to the Settlement shall stand in the same position, without
12 prejudice, as if the Agreement had been neither entered into nor filed with the Court.

13 15. The PAGA Settlement and compliance with the PAGA Settlement Agreement shall not
14 be construed as an admission by Defendants of any liability whatsoever, or as an admission by
15 Defendants of any violations of Plaintiff's, nor any allegedly aggrieved employees' rights, violation
16 of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaims any liability
17 to Plaintiff or any other Aggrieved Employee for any alleged violation of his/her rights, or for any
18 alleged violation of any order, law, statute, duty or contract.

19 16. Neither the PAGA Settlement nor any of its terms shall be offered or used as evidence
20 by any of the Parties, or their respective counsel in the Lawsuit or in any other action or proceeding;
21 provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received
22 in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

23 17. The PAGA Settlement is executed voluntarily and without duress or undue influence
24 on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

25 18. Defendants and Plaintiff shall each bear their own attorney's fees and costs except as
26 expressly agreed otherwise.

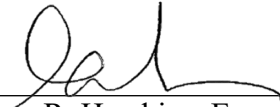
27 19. The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant to
28 the terms of the PAGA Settlement and this Stipulation, the PAGA Settlement shall be enforceable by

1 the Court and the Court shall retain exclusive and continuing equity jurisdiction of this Lawsuit over
2 all Parties and Aggrieved employees to interpret and enforce the terms, conditions and obligation of
3 the Agreement.

4 **IT IS SO STIPULATED.**

5
6 Dated: May 30, 2025

7 JAMES HAWKINS APLC

8
9 By: 

James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Lauren Falk, Esq.
Ava Issary, Esq.

12 Attorneys for Plaintiff RODERICK GIBBS

13
14 Dated: May 30, 2025

15 LITTLER MENDELSON, P.C.

16
17 /s/ Robert M. Geiger (with permission)

Elizabeth Staggs Wilson
Rod Fliegel
Lisa Lin Garcia
Robert M. Geiger

20 Attorneys for Defendants

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EXHIBIT 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

Coordination Proceeding Special Title
(Rule 3.550)

Judicial Council Coordination
Proceeding No. 5251

RECOLOGY WAGE AND HOUR CASES,
inclusive

(Santa Clara County Superior Court Case No.
22CV396584)
(San Mateo County Superior Court Case No.
22-CIV-00509)

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF
PAGA CLAIMS OF THE GIBBS
ACTION**

Complaint Filed: February 22, 2023
Trial Date: None Set

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22 Attorneys for Plaintiff RODERICK GIBBS

It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to the California Labor Code Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.*, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

This Joint Stipulation and Settlement Agreement of PAGA Claims of the Gibbs Action ("Stipulation of Settlement," "Settlement Agreement" or "Agreement") is made by and between Plaintiff Roderick Gibbs ("Plaintiff"), on the one hand, and Defendants Recology Inc. and South Bay Recycling LLC (collectively "Defendants") on the other hand (Plaintiff and Defendants are, collectively, the "Parties").

THE PARTIES STIPULATE AND AGREE as follows:

Definitions

1. **"Approval"** means the Court's order granting approval of the Settlement.
2. **"Court"** means the Superior Court of California, County of Santa Clara.
3. **"Defendants' Counsel"** means Elizabeth Staggs Wilson, Rod Fliegel, Lisa Lin Garcia and Robert Geiger of Littler Mendelson P.C.
4. **"Effective Date"** shall mean the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Approval and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the Court grants final approval, enters Judgment, and notice of entry of judgment is filed; or, if any appeal, writ, or other appellate proceeding opposing Approval has been filed within that timeframe; five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief. No funding of the Settlement shall occur until at least ten (10) calendar days after the Effective Date.
5. **"LWDA"** means the California Labor and Workforce Development Agency.
6. **"Individual Settlement Agreement"** means and refers to the separate, confidential settlement agreement wherein the terms of Plaintiff Roderick Gibbs's settlement of his individual non-PAGA claims are outlined.

7. **“Judgment”** means the judgment entered by the Court based upon Approval.

8. **“PAGA Claim”** means Plaintiff’s PAGA claims alleging wage and hour violations against Defendants captioned as *Roderick Gibbs v. South Bay Recycling LLC; Recology Inc.; and DOES 1-50, inclusive*, San Mateo County Superior Court, Case No. 23-CIV-00809, that is a coordinated lawsuit in *Recology Wage and Hour Cases*, pending in the Superior Court of the State of California, Santa Clara County and bearing Judicial Council Coordination Proceeding No. 5251.

9. **“PAGA Counsel”** means James Hawkins APLC.

10. **“PAGA Notice”** mean Plaintiff’s February 22, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

11. **“PAGA Period”** means February 22, 2022 through the Release End Date.

12. **“PAGA Settlement Amount”** means Five Hundred Dollars and Zero Cents (\$500.00), which includes payment to the LWDA and Plaintiff. Defendants will owe nothing more than this PAGA Settlement Amount under this Settlement Agreement.

13. **“Released Claims”** means the claims being released as described in Paragraph 31 and 32 below.

14. **“Release End Date”** means the date of the Approval.

15. **“Released Parties”** means Defendants and any of its/their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to, as well as each of its/their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

16. **“Settlement”** means the disposition of Plaintiff’s PAGA claims in the Action effectuated by this Settlement Agreement.

RECITALS

17. On February 22, 2023, Plaintiff, through his counsel, submitted a Notice Pursuant to Labor Code Sections 2698, *et seq.* to the LWDA, Case Number LWDA-CM-937797-23, (the “PAGA Notice”).

1 18. On February 22, 2023, Plaintiff filed a Complaint entitled *Roderick Gibbs v. South*
2 *Bay Recycling LLC; Recology Inc.; and DOES 1-50, inclusive*, in San Mateo County Superior
3 Court, Case No. 23-CIV-00809, which was brought as a putative class action against Defendants
4 alleging (1) failure to pay wages including overtime as required by Labor Code §§ 510 and 1194;
5 (2) failure to pay provide rest periods as required by Labor Code §§ 226.7 and 512; (3) failure to
6 pay timely wages required by Labor Code § 203; (3) failure to timely pay wages during
7 employment required by Labor Code § 204; (5) failure to provide accurate itemized wage
8 statements as required by Labor Code § 226; (6) failure to indemnify necessary business expenses
9 as required by Labor Code § 2802; and (7) violation of Business & Professions Code § 17200, et
10 seq. On May 15, 2023, Plaintiff amended the Complaint to add a cause of action for violations of
11 the Private Attorneys General Act (“PAGA”) (the “Action”).

12 19. On August 23, 2023, the Honorable Theodore C. Zayner of Santa Clara County
13 Superior Court, the Coordination Trial Judge in the *Recology Wage and Hour Cases*, Judicial
14 Council Coordination Proceeding No. 5251, granted Defendants’ Petition for Coordination of
15 Add-On Cases, seeking to add the Action to the *Recology Wage and Hour Cases* coordinated
16 proceedings.

17 20. On February 7, 2024, the Coordination Trial Judge granted Defendants’ motions to
18 compel Plaintiff to arbitrate his individual claims asserted in the Action, dismiss Plaintiff’s class
19 claims, and stay Plaintiff’s representative claims pending completion of individual arbitration.

20 21. Defendants deny any liability or wrongdoing of any kind whatsoever associated
21 with the claims in the Action.

22 22. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge
23 all disputes and claims arising from or related to the allegations in the Action.

24 23. It is the Parties’ intention that this Stipulation of Settlement shall constitute a full
25 and complete settlement and release of all Released Claims (as defined in Paragraphs 31 and 32)
26 against all Released Parties.

27 24. It is the Parties’ intention that this Settlement shall not become effective until the
28 Effective Date, as defined in Paragraph 4, above, (“Effective”).

TERMS OF SETTLEMENT

28. It is agreed by and between Plaintiff and Defendants that the Action and any PAGA claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiff on behalf of himself arising out of the disputes which are the subject of the Action, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's Approval.

29. As consideration for the settlement and release of the Released Claims, Defendants agree to pay Five Hundred Dollars and Zero Cents (\$500.00) (the “PAGA Settlement Amount”) no later than ten (10) calendar days after the Effective Date to resolve Plaintiff’s Action. The PAGA Settlement Amount will include all payments to be made to the LWDA and Plaintiff. In no event shall Defendants be liable for the payment of any amounts exceeding those set forth above in this section. 75% of PAGA Settlement Amount shall be distributed to the LWDA, and the remaining 25% of the PAGA Settlement Amount shall be distributed to Plaintiff. The payment to Plaintiff will be reported on an IRS Form 1099.

JOINT STIPULATION AND SETTLEMENT AGREEMENT OF PAGA CLAIMS OF THE GIBBS ACTION

entitled to all protections afforded to Defendants under this Settlement Agreement, and shall have no further obligations under the terms of the Settlement Agreement regardless of what occurs with respect to those sums. Additionally, none of the Released Parties shall have any further obligation or liability to the Plaintiff under this Settlement Agreement.

ATTORNEYS' FEES AND EXPENSES

30. **Attorneys' Fees:** PAGA Counsel shall recover no attorney's fees or expenses under this Settlement Agreement.

RELEASE

31. Upon the funding of the PAGA Settlement Amount, Plaintiff on behalf of himself and the State of California freely, knowingly and voluntarily releases and forever discharges the Released Parties from all PAGA claims that were pled in the Action by Plaintiff and/or any PAGA letter sent to the LWDA by or on behalf of Plaintiff in or prior to the Action, including the PAGA Notice, and all PAGA claims which could have been alleged under the facts, allegations and/or claims pled in the Action, the PAGA Notice or any other PAGA letter sent to the LWDA by or on behalf of Plaintiff in or prior to the Action, against the Released Parties, arising from any claims during the PAGA Period, including, but not limited to, the following:

a. Any and all PAGA claims set forth in the Action, the PAGA Notice or any other PAGA letter sent to the LWDA by or on behalf of Plaintiff, including, but not limited to, PAGA claims for : (1) failure to pay wages including overtime as required by Labor Code §§ 510 and 1194; (2) failure to pay timely wages required by Labor Code § 203; (3) failure to provide accurate itemized wage statements as required by Labor Code § 226; (4) unlawful deductions from wages; (5) failure to indemnify necessary business expenses as required by Labor Code § 2802; and (6) violation of Business & Professions Code § 17200, et seq;

b. Any and all PAGA claims predicated on the same or similar facts and/or claims alleged in the Action, the PAGA Notice or any other PAGA letter sent to the LWDA by or on behalf of Plaintiff, including, but not limited to, as any claims that could have been pleaded under California common law, the federal law, and the California Business and Professions Code

which arise from the same or similar facts pled in the PAGA Notice, the PAGA Notice, or any other letter to the LWDA submitted by Plaintiff concerning Defendants, and claims for interest and penalties, as well as any claims premised on Labor Code sections 201-204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable IWC Wage Orders; and California Code of Regulations, Title 8, section 11000 *et seq.*;

c. Any and all PAGA claims for injunctive relief, declaratory relief, or any other requests for relief that alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action; and

d. The claims set forth in subparagraphs (a) and (c) hereinabove shall be collectively referred to as the “Released Claims.”

32. In addition to the foregoing Released Claims, Plaintiff hereby releases and forever discharges the Released Parties from any and all claims, causes of action, lawsuits, proceedings, complaints, charges, debts, contracts, judgments, damages, claims, and claims for attorneys’ fees against the Released Parties, whether known or unknown, which Plaintiff ever had, now has or which Plaintiff due to any matter whatsoever, and which could form the basis for a claim under the PAGA.

Plaintiff shall be deemed to have, and by operation of the Court’s Approval order and judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

1 Plaintiff understands that Section 1542 gives the right not to release existing claims of
2 which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been
3 so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and
4 elects to assume all risks for claims that now exist in his favor, known or unknown.

5 **APPROVAL AND JUDGMENT**

6 33. In conjunction with this Settlement Agreement, the Parties will submit a proposed
7 order to the Court, requesting that the Court enter an Order and Judgment (“PAGA Settlement
8 Approval”) approving this Settlement Agreement and its terms, including but not limited to,
9 entering judgment fully and finally releasing and discharging the Released Parties as to Plaintiff
10 and the State of California and forever barring and enjoining the assertion of the Released Claims
11 as to Plaintiff and the State of California, as detailed herein, and dismissing the Action in its
12 entirety, such that all of Plaintiff’s claims (including PAGA claims) are dismissed with prejudice,
13 and this dismissal does not have a res judicata effect on those other than Plaintiff and does not bar
14 any allegedly aggrieved employee from pursuing their own PAGA claims.

15 **OTHER BINDING TERMS**

16 34. **Confidentiality:** Plaintiff and PAGA Counsel will not make any public disclosure
17 of the Settlement until the filing of this Stipulation of Settlement, except that Plaintiff and PAGA
18 Counsel may disclose the Settlement to the LWDA prior to the filing of the motion for approval
19 of the PAGA settlement. However, the terms of Plaintiff’s separate, individual confidential
20 settlement agreement will be subject to the confidentiality of the Individual Settlement Agreement.
21 PAGA Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage
22 him to adhere to, the restriction against any public disclosure of the Settlement until after this
23 Stipulation of Settlement is filed with the Court. Thereafter, Plaintiff and PAGA Counsel agree
24 not to publicize the terms of this Settlement with the media, including but not limited to, any
25 newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

26 35. **Voiding Agreement:** Plaintiff or Defendants may terminate this Settlement if after
27 submitting the Settlement Agreement for approval to the Court, the Court declines to enter an
28 order approving the PAGA settlement or judgment in substantially the form submitted by the

Parties, or if the Settlement Agreement, as agreed, does not become Effective. If the Court requests non-material changes to the Settlement Agreement, the Parties will cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement, which shall not be grounds for termination of the Settlement. The terminating Party shall give to the other party (through its/his counsel) written notice of its decision to terminate no later than 14 calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any party.

c. Any settlement approval order and judgment shall be vacated.

d. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the settlement.

e. Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action, or any other action for any purpose whatsoever.

36. **Non-Admission of Liability:** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; or engaged in any misrepresentation or deception. The Parties agree that the Court has not evaluated manageability of any PAGA claim. Defendants deny all liability for the claims alleged in the Action and Plaintiff is owed any damages or penalties, or is entitled to any relief arising from the alleged claims. The Parties have entered into this Settlement Agreement to avoid

1 the burden and expense of further litigation. Pursuant to California Evidence Code section 1152,
2 this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve,
3 interpret, or enforce this Settlement Agreement. If Approval does not occur, the Parties agree that
4 this Settlement Agreement is void, but remains protected by California Evidence Code section
5 1152. The Parties consent to the continuing jurisdiction of the Court for the purposes of
6 enforcement of the Settlement, pursuant to California Code of Civil Procedure section 664.6.

7 **37. Warranties and Representations:** Each of the Parties to this Settlement
8 Agreement and or their agent covenants and warrants that (a) they have full power and authority
9 to enter into and consummate all transactions contemplated by this Settlement Agreement and
10 have duly authorized the execution, delivery and performance of this Settlement Agreement;
11 (b) the person executing this Settlement Agreement has the full right, power and authority to enter
12 into this Settlement Agreement on behalf of the party for whom he/she has executed this
13 Settlement Agreement, and the full right, power and authority to execute any and all necessary
14 instruments in connection herewith, and to fully bind such party to the terms and obligations of
15 this Settlement Agreement; and (c) they acknowledge that they have been represented by counsel
16 throughout all negotiations that preceded the execution of this Settlement Agreement, and that this
17 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff
18 and PAGA Counsel warrant and represent that there are no liens on the Settlement Agreement,
19 and that Defendants may distribute funds to Plaintiff as provided by this Settlement Agreement.

20 **38. Waiver and Amendment:** The Parties may not waive, amend, or modify any
21 provision of this Settlement Agreement except by a written agreement signed by all counsel, and
22 subject to any necessary Court approval. A waiver or amendment of any provision of this
23 Settlement Agreement will not constitute a waiver of any other provision.

24 **39. Res Judicata:** Plaintiff agrees that the Released Parties can assert this Settlement
25 Agreement and the Approval and Judgment as a defense to any future claims for penalties brought
26 by the LWDA or any claims brought under PAGA on behalf of the LWDA for any Released
27 Claims alleged to have occurred during the PAGA Period. The Parties intend this PAGA
28 settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect,

estoppel effect and to otherwise bar a representative action to the fullest extent permissible under applicable law if the LWDA or Plaintiff were to bring a subsequent claim on behalf of the LWDA for any act or omission based on the same factual predicates as the Action and alleged to have occurred during the PAGA Period.

40. **Enforcement Action:** If one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

41. **Notices to Counsel:** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants:

Elizabeth Staggs Wilson
estaggs-wilson@littler.com
LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
Telephone: 213.443.4300
Fax No.: 213.443.4299

Rod Fliegel
rfliegel@littler.com
Lisa Lin Garcia
llgarcia@littler.com
LITTLER MENDELSON, P.C.
101 Second Street, Suite 1000
San Francisco, California 94105
Telephone: 415.433.1940
Fax No.: 415.399.8490

Robert M. Geiger
rgeiger@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101

Telephone: 619.515.1815
Fax No.: 619.252.4302

if to Plaintiff:

James R. Hawkins
Gregory Mauro
Michael Calvo
Lauren Falk
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: (949) 387-7200
Fax No.: (949) 387-6676

42. **Binding Agreement:** This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

43. **Ongoing Cooperation:** The Parties shall support the Settlement, execute all documents and take such steps as are reasonably necessary to effectuate the Settlement and the terms of this Settlement Agreement.

44. **Governing Law:** This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California.

45. **Severability:** The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Settlement Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Paragraph 31 and 32 of this Agreement. If a court of competent jurisdiction finds the release provisions of Paragraph 31 and 32 of this Settlement Agreement to be unenforceable or invalid as against Plaintiff or the LWDA, then this Settlement Agreement shall become voidable by Defendants, at Defendants' election but still subject to Defendants' obligation in Paragraph 35 to cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement. If a court of competent jurisdiction finds any provision, other than the release provisions of Paragraph 31 and 32, or part thereof to be invalid or unenforceable for any reason,

1 that provision, or part thereof, shall be severed from the Settlement Agreement, and all of the
2 remaining provisions of this Settlement Agreement shall remain in full force and effect.

3 46. **Entire Agreement:** This Settlement Agreement contains the entire agreement
4 between the Parties with respect to the transactions contemplated hereby, and supersedes all
5 negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the
6 date hereof relating to the subject matters hereof.

7 47. **Counterparts:** This Settlement Agreement may be executed by one or more Parties
8 on any number of separate counterparts and delivered electronically, and all of said counterparts
9 taken together shall be deemed to constitute one and the same instrument.

10 48. **Captions:** The captions and headings in this Settlement Agreement are inserted for
11 the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of
12 the provisions of this Settlement Agreement.

13 49. **Mutual Preparation of Agreement:** The Parties have had a full opportunity to
14 negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement
15 Agreement shall not be construed more strictly against one party than another merely by virtue of
16 the fact that it may have been prepared by counsel for one of the Parties, it being recognized that,
17 because of the arms-length negotiations between the Parties, all Parties have contributed to the
18 preparation of this Settlement Agreement.

19
20 **IT IS SO AGREED.**

21 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
22 Settlement Agreement as of the date(s) set forth below.

1
2 Dated: May 22, 2025

RECOLOGY INC.

Signed by:

Mario Puccinelli

28BD954BD8AC494...

3 By: Mario Puccinelli

4 Title: Chief operating officer

5
6 Dated: May 22, 2025

SOUTH BAY RECYCLING LLC

Signed by:

Mario Puccinelli

28BD954BD8AC494...

7 By: Mario Puccinelli

8 Title: Chief operating officer

9
10
11 Dated: 5/12/2025

RODERICK GIBBS

DocuSigned by:

R Gibbs

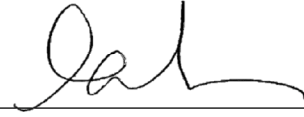
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12 Plaintiff and PAGA Representative

1 **APPROVED AS TO FORM:**

2
3 Dated: May 12, 2025

JAMES HAWKINS APLC

4
5 By: 

Gregory Mauro

Attorneys for Plaintiff

6
7
8 Dated: May 22, 2025

LITTLER MENDELSON P.C.

9
10 By: 

Elizabeth Staggs-Wilson

Attorneys for Defendants

11 4911-0193-3890.1 / 016440.2817

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On May 30, 2025, I served on the interested parties in this action the following document(s) entitled:

**JOINT STIPULATION REQUESTING INDIVIDUAL PAGA
SETTLEMENT APPROVAL AND DISMISSAL OF THE GIBBS ACTION**

**[PROPOSED] ORDER GRANTING JOINT STIPULATION REQUESTING
INDIVIDUAL PAGA SETTLEMENT APPROVAL AND DISMISSAL OF THE
GIBBS ACTION**

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(SEE ATTACHED SERVICE LIST)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on May 30, 2025, at Irvine, California


Eddie Magana

Elizabeth Staggs Wilson, Bar No. 183160
estaggs-wilson@littler.com
LITTLER MENDELSON, P.C.
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101 Second Street, Suite 1000
San Francisco, California 94105
Telephone: 415.433.1940
Fax No.: 415.399.8490

Robert M. Geiger, Bar No. 322914
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501 W. Broadway, Suite 900
San Diego, California 92101
Telephone: 619.515.1815

Attorneys for Defendants
RECOLOGY INC. and RECOLOGY DAVIS

Via LWDA Website Only

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>