

Barcia v. Contain-A-Way, Inc. Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8060
San Rafael, CA 94912-8060

PROOF OF CLAIM

Ramon Barcia and Randall Lewis v. Contain-A-Way, Inc., a California corporation dba Nexcycle and 20/20 Recycling Centers,
United States District Court, Case No. 07 CV 938 IEG (JNA)

CLAIMANT INFORMATION

«Barcode» Claim #: CWAY1-«Claim»-«CkDig»- «MailRec»
«FName» «LName»
«c/o»
«Addr1» «Addr2»
«City», «ST» «Zip»

Name / Mailing Address Changes:

If your name or address is different from those shown above, print the corrections on the lines to the right.

(_____) _____
Area Code Telephone Number

_____-_____-_____
Social Security Number

(The Internal Revenue Service requires this information. Failure to provide it will result in the delay of your payment.)

IN ORDER FOR YOUR CLAIM TO BE VALID, YOU MUST COMPLETE, SIGN UNDER PENALTY OF PERJURY, AND MAIL THIS DOCUMENT BY U.S. MAIL WITH A POSTMARK DATED NO LATER THAN OCTOBER 27, 2008 TO THE ADDRESS BELOW.

A. EMPLOYMENT INFORMATION:

1. Were you employed by Contain-A-Way, Inc., in California between May 23, 2003 and August 14, 2008 in the position of Site Attendant and/or Floater? YES NO

2. Contain-A-Way, Inc.'s records indicate that you were employed as a Site Attendant and/or Floater as follows between May 23, 2003 and August 14, 2008:

Start Date: <<StartDate1>> - End Date: <<EndDate1>>

Start Date: <<StartDate2>> - End Date: <<EndDate2>>

Start Date: <<StartDate3>> - End Date: <<EndDate3>>

a. Do you agree with these dates? YES NO

3. Contain-A-Way, Inc.'s records further indicate that you worked as a Site Attendant and/or Floater the following number of weeks between May 23, 2003 and August 14, 2008, excluding weeks in which you did not perform any work due to time-off from work (i.e., vacation, sick leave, leave of absence and/or other time off): <<no. of weeks> weeks

a. Do you agree with these dates? YES NO

4. If you answered "no," to question numbers 2 and/or 3, please provide documentation to support your belief as to your position, dates of employment, and/or your belief as to the number of weeks worked between May 23, 2003 and August 14, 2008 (excluding weeks in which you did not perform any work due to time-off). Write all facts in the space provided below (attach additional pages if you need more space). **Please Note: Failure to provide this information may result in the rejection of your dispute.**

5. Do you believe you should be paid under the terms of the settlement and is it your decision to accept this settlement? YES NO

B. SUBMISSION TO JURISDICTION OF COURT, AGREEMENT WITH SETTLEMENT, ETC.:

I have received the Notice Of Proposed Class Action Settlement And Final Fairness And Approval Hearing. I submit this Proof of Claim under the terms of the Proposed Settlement described in the Notice. I also submit to the jurisdiction of the United States District Court, Southern District of California with respect to my claim as a Class Member and for purposes of enforcing the release of claims stated in the Settlement Agreement. The full and precise terms of the Proposed Settlement are contained in the Stipulation of Class Action Settlement between Plaintiffs and Defendant as filed with the Court. I further acknowledge that I am bound by the terms of any Court judgment that may be entered in this Class Action. I agree to furnish additional information to support my claim if required to do so.

C. RELEASE OF CLAIMS:

In exchange for the consideration to be received, I hereby release Contain-A-Way, Inc., its respective present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, benefit plans, Strategic Materials, Inc., plan administrators, parent companies, subsidiaries, divisions, affiliates, successors, assigns, and any individual or entity that could be jointly liable with Defendant (each and all of the foregoing are collectively referred to hereafter as the "Released Parties") from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated damages, interest, penalties, action or causes of action whatever kind or nature, that were averred or could have been averred including now known or unknown claims during the time period from May 23, 2003 to the date of preliminary approval of the Settlement relating to or arising from employment with Defendant during the Class Period based upon the following allegations in the Amended Complaint: (a) the alleged failure to pay earned wages or a minimum wage; (b) the alleged failure to pay overtime wages; (c) the alleged failure to provide rest and/or meal periods; (d) the alleged failure to provide timely accurate wage statements and/or maintain required payroll records; (e) the alleged failure to timely pay all wages due upon termination; (f) the alleged failure to provide benefits to employees under Defendant's health and welfare plans and/or its 401(k)/retirement plan; (g) the alleged failure to notify employees of their eligibility to participate in Defendant's health and welfare plans and/or its 401(k)/retirement plan; and (h) the alleged misreporting of time to prevent employees from obtaining eligibility to participate in Defendant's health and welfare plans and/or its 401(k) retirement plan. Collectively, these claims are referred to as the "Released Claims." Released Claims includes any claims that were asserted, or that could have been asserted, based on the allegations set forth above under the California Labor Code, including without limitation the California Private Attorney General Act, California Labor Code Section 2698, *et seq.*, the California Business and Professions Code section 17200, *et seq.*, the Employee Retirement Security Income Act, 29 U.S.C. section 1132 *et seq.*, or the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.*

I also agree that I will not sue or otherwise make a claim against any of the Released Parties that is one of the Released Claims.

D. I verify that I have not assigned or purported to assign any of the claims described in paragraph C above.

E. NO RETALIATION:

Contain-A-Way, Inc. will not retaliate against any person who submits a Proof of Claim in connection with this Settlement.

F. DECLARATION UNDER PENALTY OF PERJURY:

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

Executed this _____ day of _____, _____, at _____, _____
[month] [year] [city] [state]

(Signature of Claimant)

Name (Print): _____
Last First Middle

Reminder check list:

- 1. Sign and date directly above.
- 2. Keep a copy for your records.
- 3. Send Proof of Claim via **U.S. Mail** postmarked no later than **October 27, 2008**, to the address listed below.

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1-866-907-1959