

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

KEVIN FLORES, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

PACIFIC PLASTICS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01214613-CU-OE-CXC

Honorable Randall J. Sherman
Department CX-105

CLASS ACTION

**DECLARATION OF HELENE MAYER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Kevin Flores);
and [Proposed] Order filed concurrently
herewith]

Reservation: 74346040
Date: December 6, 2024
Time: 10:00 a.m.
Department: CX-105

Complaint Filed: August 4, 2021
FAC Filed: July 15, 2024
Trial Date: None Set

DECLARATION OF HELENE MAYER

I, Helene Mayer, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Kevin Flores (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is a Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the

1 summer of 2000, he studied Legal Writing at Harvard University. From approximately September
2 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim
3 McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
4 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
5 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
6 In December of 2004, he obtained a license to practice law from the California State Bar. For over
7 a decade, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the
8 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
9 discrimination, unfair business practices, or consumer fraud. Together with other attorneys at the
10 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
13 has successfully obtained class certification by contested motion practice in approximately fifteen
14 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

15 4. Arby Aiwarzian is a Shareholder of Lawyers *for* Justice, PC. He received his
16 Bachelor of Arts degree from University of California, Los Angeles, and graduated magna cum
17 laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From
18 approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
19 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
20 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
21 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
22 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
23 of the State of California and all United States District Courts in the State of California. He has
24 worked on many wage-and-hour class action and representative action cases, taking the lead in
25 taking and defending depositions, arguing motions, and attending mediations. He has played an
26 integral role in preparing matters for class certification, including, and not limited to, successful
27 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
28 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.

1 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
2 RG13680477). He has worked on over one hundred (100) class action or representative action
3 cases which have resulted in settlement, including, and not limited to those listed in paragraph 7
4 herein.

5 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
6 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
7 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
8 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
9 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
10 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
11 Court. She has taken and defended dozens of depositions and successfully handled motion practice
12 in class action cases regarding discovery (including and not limited to, regarding class contact
13 information), class certification (both contested class certification and stipulated class
14 certification), arbitration agreements, coordination, intervention. She has successfully handled
15 briefing and oral argument on appeal and obtained notable decisions regarding the Private
16 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
17 *Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied,
18 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also
19 has extensive experience with class action and/or representative action settlements. Under her and
20 Edwin Aiwarzian's supervision, the firm has handled the class certification and court approval
21 process for hundreds of class action and/or representative action matters that have successfully
22 resolved. She is a member of the California Employment Lawyers Association.

23 6. I, Helene Mayer, am a Member of Lawyers for Justice, PC. I received my Bachelor
24 of Arts degree from University of San Diego in 2017, and I earned my Juris Doctor degree from
25 University of San Diego School of Law in 2020. I was admitted to practice law in California in
26 2021. I am admitted to practice before all courts of the State of California and all U.S. Federal
27 District Courts in the State of California. I have worked on wage-and-hour class action and PAGA
28 representative cases, and my work has included, *inter alia*, researching and drafting pleadings,

1 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
2 agreements, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked
3 at law firms focused primarily on family law matters, including, *inter alia*, representing clients in
4 divorce, parentage, child custody, and domestic violence restraining order proceedings,
5 researching, and drafting pleadings, negotiating and finalizing marital settlement agreements,
6 engaging in motion practice, and making court appearances.

7 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
8 **REPRESENTATIVE ACTION CASES**

9 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
10 (“LFJ”) has achieved on behalf of its clients:

11 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a major property management company involving allegations
13 of misclassification of various “manager” positions. On September 20, 2010, the court granted
14 final approval of the class action settlement. The Los Angeles County Superior Court Case
15 Number is BC400414.

16 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer of household items involving allegations of
18 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
19 granted final approval of the class action settlement. The Los Angeles County Superior Court
20 Case Number is BC413498.

21 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a national property management company involving
23 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
24 granted final approval of the class action settlement. The Los Angeles County Superior Court
25 Case Number is BC430918.

26 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer involving allegations of misclassification of
28 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class

1 certification. On August 26, 2013, the court granted final approval of the class action settlement.
2 The Los Angeles County Superior Court Case Number is BC424012.

3 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a bank, involving allegations of
5 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
6 granted final approval of the class and PAGA representative action settlement. The Kern County
7 Superior Court Case Number is S-1500-CV-273194-LHB.

8 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a national wholesale distributor of
10 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
11 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
12 representative action settlement. The Sacramento County Superior Court Case Number is 34-
13 2012-00136285.

14 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class action against a multinational corporation that provides global workplace
16 solutions, involving allegations of misclassification of the “Operations Manager” position. On
17 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
18 County Superior Court Case Number is BC478769.

19 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national retailer of household
21 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
22 final approval of the class and PAGA representative action settlement. The San Francisco County
23 Superior Court Case Number is CGC-13-532344.

24 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
26 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
27 motion for class certification. On October 20, 2017, the court granted final approval of the class
28 and PAGA representative action settlement. The Los Angeles County Superior Court Case

Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

///

///

1 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a foodservice distributor, on behalf of non-exempt employees. On
3 January 26, 2017, the court granted final approval of the class and PAGA representative action
4 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

5 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
6 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
7 employer's motion to compel arbitration, which resulted in a published opinion by the California
8 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
9 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
10 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
11 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

12 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a consumer packaging company, on
14 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
15 and PAGA representative action settlement. The Los Angeles County Superior Court Case
16 Number is BC590429.

17 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a manufacturer of food service
19 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
20 approval of the class and PAGA representative action settlement. The Orange County Superior
21 Court Case Number is 30-2015-00810013-CU-OE-CXC.

22 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a lumber and hardware company on
24 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
25 and PAGA representative action settlement. The Orange County Superior Court Case Number is
26 30-2014-00747750-CU-OE-CXC.

27 ///

28 ///

1 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
2 representative action against a property management company, on behalf of non-exempt
3 employees. On June 14, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC586234.

6 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a food company on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class and PAGA representative action settlement. The
9 Sacramento County Superior Court Case Number is 34-2015-00175871.

10 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a chocolate company on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
13 The Alameda County Superior Court Case Number is RG15764300.

14 w) LFJ firm represented the plaintiff in a PAGA representative action, against
15 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
16 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
17 Los Angeles County Superior Court Case Number is BC569664.

18 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a manufacturer of plastic containers on behalf of non-exempt
20 employees. On October 31, 2017, the court granted final approval of the class and PAGA
21 representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC577233.

23 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
25 employees. On December 11, 2017, the court granted final approval of the class and PAGA
26 representative action settlement. The Los Angeles County Superior Court Case Number is
27 BC569646.

28 ///

1 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a property management company
3 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
4 approval of the class and PAGA representative action settlement. The Los Angeles County
5 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
6 Number is 4819.

7 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a global provider of flexible office
9 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
10 representative action settlement. The Los Angeles County Superior Court Case Number is
11 BC498401.

12 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
13 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
14 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
15 County Superior Court Case Number is VCU264528.

16 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a behavioral health service provider on behalf of non-exempt
18 employees. On November 13, 2018, the court granted final approval of the class and PAGA
19 representative action settlement. The Alameda County Superior Court Case Number is
20 RG16811450.

21 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 PAGA representative action against a global provider of products and services to the energy
23 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
24 granted approval of the PAGA representative action settlement. The Kern County Superior Court
25 Case Number is S-1500-CV-280215-SDC.

26 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
28 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a

1 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
2 Council Coordination Proceeding Number is 4886.

3 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
6 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
7 and the Judicial Council Coordination Proceeding Number is 4921.

8 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a national retailer of apparel and
10 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
11 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
12 court granted final approval of the class and PAGA representative action settlement. The
13 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

14 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
15 wage-and-hour class and PAGA representative action against a medical equipment supplier on
16 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
17 for class certification and certified a class. The San Bernardino County Superior Court Case
18 Number is CIVDS1505744.

19 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
20 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
21 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
22 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
23 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
24 of the PAGA representative action settlement. The San Diego County Superior Court Case
25 Number is 34-2015-00175330.

26 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a large national drug testing
28 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the

1 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
2 granted final approval of the class and PAGA representative action settlement. The San Diego
3 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

4 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
5 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
6 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
7 court granted in part the plaintiff's motion for class certification and certified a class. The
8 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
9 Judicial Council Coordination Proceeding Number is 4930.

10 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class action against manufacturer and supplier of power products and services on
12 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
13 for class certification and certified a class. On August 27, 2021, the court granted final approval
14 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
15 00025968-CU-OE-CTL.

16 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
17 nutritional products manufacturer on behalf of non-exempt production line employees. On
18 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
19 certified a class. The Solano County Superior Court Case Number is FCS051001.

20 nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
21 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
22 the court granted the plaintiff's motion for class certification in part and certified a class. The San
23 Francisco Superior Court Case Number is CGC-16-550794.

24 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
25 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
26 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
27 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
28 Los Angeles County Superior Court Case Number is BC707670.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as “**EXHIBIT A** is the Joint Stipulation for Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, on the one hand, and Defendant Pacific Plastics, Inc. (“Defendant”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice Packet, consisting of the Notice of Class Action Settlement (“Class Notice”) attached to the Settlement Agreement as “**Exhibit 1**,” Opt-Out Form attached to the Settlement Agreement as “**Exhibit 2**,” and Objection Form attached to the Settlement Agreement as “**Exhibit 3**,” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendant, the Class is estimated to consist of approximately four hundred and fifty (450) individuals and the Aggrieved Employees are estimated to consist of approximately one hundred forty-nine (149) individuals.

10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys’ fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

11. Class Counsel has litigated the case for over two (2) years and was actively preparing the matter for class certification and trial. The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Hon. Jeffery K. Winikow (Ret.) (the “Mediator”), a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged class information and engaged in extensive discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication,

1 the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and
2 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
3 possibility of appeals, among other things. During all settlement discussions, the Parties conducted
4 their negotiations at arm's length in an adversarial position. Arriving at a settlement that was
5 acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability
6 to prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they
7 would be able to obtain class certification and prevail at trial. After conducting extensive
8 investigations, formal and informal discovery, exchange of information, and extensive settlement
9 negotiations, and with the aid of the Mediator's evaluation, the Parties have agreed that the matter
10 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
11 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
12 reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Participating
13 Class Members and of the Released PAGA Claims of Plaintiff, Aggrieved Employees, and the
14 State of California, against the Released Parties.

15 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
16 and scope of the claims, and was preparing the action for class certification and trial. Class
17 Counsel conducted significant investigation and informal discovery regarding the facts of the case,
18 including and not limited to, the exchange, review, and analysis of a large volume of documents
19 and data obtained from Defendant, Plaintiff, and other sources. Plaintiff propounded multiple sets
20 of formal written discovery requests on Defendant including Requests for Production of
21 Documents, (Set One); Special Interrogatories, (Sets One, Two & Three); and Form
22 Interrogatories, (Set One). The volume of data and documents that Class Counsel reviewed and
23 analyzed included and was not limited to: Plaintiff's employment records, a detailed sampling of
24 Plaintiff's and other Class Member's time data and pay records, Defendant's Employee Handbook,
25 new employee checklists, Defendant's organizational chart, company policy acknowledgments
26 (including but not limited to Handbook Acknowledgement Form), forms, procedures, and policies
27 (including but not limited to Harassment Free Workplace Policy, Whistleblower Policy, Open
28 Door Policy, Sick Leave Policy, Leaves of Absence Policies, Time Keeping Policy, Overtime

1 Policy, Milage Reimbursement and Travel Expenses Policy, Employee Conduct Policies), among
2 other information and documents. Class Counsel had the opportunity to interview Plaintiff and
3 other class members to gather information regarding the facts and circumstances surrounding
4 Plaintiff's and putative class members' employment and to identify potential witnesses. Counsel
5 for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the
6 pleadings, discovery, and the production of documents and data prior to the mediation. Class
7 Counsel also drafted pleadings and the mediation brief and prepared for and attended court
8 proceedings, mediation, and settlement negotiations, among other tasks.

9 13. Counsel for the Parties have also invested time researching and investigating the
10 applicable law, which is often evolving as it relates to class certification, representative PAGA
11 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
12 Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts discovered.
13 Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and
14 reasonable.

15 14. The Settlement provides for a Gross Settlement Amount of One Million Seven
16 Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00). The Net Settlement Amount is
17 the Gross Settlement Amount, less the following payments in the amounts approved by the Court:
18 Attorneys' Fees and Costs to Class Counsel, enhancement award to Plaintiff, PAGA Amount, and
19 Settlement Administration Costs. Assuming that the amounts allocated under the Settlement
20 toward these payments are awarded by the Court, the Net Settlement Amount that will be available
21 for distribution to Participating Class Members is currently estimated to be estimated to be Eight
22 Hundred Forty-Three Thousand Five Hundred Dollars and Zero Cents (\$843,500.00).
23 Additionally, 75% of the PAGA Amount (i.e., the LWDA Payment), which is \$187,500.00 out of
24 \$250,000.00, will be distributed to the Labor and Workforce Development Agency ("LWDA")
25 and 25% of the PAGA Amount (i.e., the PAGA Employee Amount), which is \$62,500.00 out of
26 \$250,000.00, will be distributed to Aggrieved Employees on a *pro rata* basis. The Net Settlement
27 Amount will be fully distributed to Participating Class Members and the PAGA Amount will be
28 fully distributed to the LWDA and Aggrieved Employees, in accordance with the terms of the

Settlement, and there is no reversion to Defendant.

15. The Parties have agreed to retain Simpluris, Inc. (“Settlement Administrator” or “Simpluris”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Simpluris to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with a list of Class Members that Defendant will compile from its records, which shall include each Class Members’ (1) full name; (2) last known mailing address; (3) last known telephone number; (4) Social Security Number; (5) dates of employment in a non-exempt position; (6) the applicable number of Workweeks of each Settlement Class Member during the Settlement Class Period in order to calculate each Settlement Class Member’s respective Individual Settlement Share; and (7) the applicable number of Workweeks of each Aggrieved Employee during the PAGA Period in order to calculate each Aggrieved Employee’s respective Individual PAGA Share (“Class List”). The Settlement Administrator will calculate each Participating Class Member’s estimated share of the Net Settlement Amount (“Individual Settlement Share”) and each Aggrieved Employee’s estimated *pro rata* share of the PAGA Payment (“Individual PAGA Payment”). The Settlement Administrator will also receive Opt-Out Forms, and Objection Forms, and Workweek disputes; provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments provided for by the Settlement, including and not limited to, mailing payments to Participating Class Members and Aggrieved Employees; and perform any other usual and customary duties for administering a class action settlement. The Settlement Administration Costs are currently estimated not to exceed Eleven Thousand Five Hundred Dollars and Zero Cents (\$11,500.00) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

16. Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest periods and to pay

1 associated premium pay, failed to timely pay wages during employment and upon termination of
2 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
3 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair
4 business practices in violation of California Business and Professions Code section 17200, *et seq.*
5 and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of
6 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members
7 and Aggrieved Employees were expected to perform similar job duties and were subject to the
8 same or similar operations and employment policies, practices, and procedures. Additionally,
9 Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class
10 Members, and Aggrieved Employees were substantially the same during the time period at issue.
11 As a result of said alleged uniform practices, Plaintiff claims that Class Members and Aggrieved
12 Employees were not paid all of the compensation that was owed to them by Defendant. Thus, in
13 Class Counsel's view, it is clear that the outcome of this litigation would be determined by
14 Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff
15 alleges applied across Defendant's non-exempt employees in California during the relevant time
16 period.

17 17. Class Counsel is aware of the defenses and position of Defendant but believes that
18 Plaintiff could potentially obtain class certification despite many obstacles. Class Counsel has also
19 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
20 and delays inherent in such litigation, including those involved in class certification and/or
21 representative adjudication. Plaintiff and Class Counsel further recognize the burdens of proof
22 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
23 difficulties in establishing entitlement to monetary recovery. Class Counsel has also considered
24 the settlement discussions, as well as the evaluations of the Mediator, who is experienced and
25 well-regarded in complex labor and employment matters.

26 18. Defendant, on the other hand, denied and continues to deny any liability and
27 wrongdoing of any kind associated with the allegations in the lawsuit, and further denies that the
28 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than

1 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
2 also had the opportunity to conduct investigations and gather documents and information relating
3 to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendant, and
4 Defendant's operations and employment policies, practices, and procedures. The Parties also
5 reviewed and analyzed a large volume of documents and data, including but not limited to a
6 detailed sampling of Class Members' time and pay information, to determine the potential value
7 and strength of the claims. The available information enabled Class Counsel to assess and value
8 the class and PAGA claims and prepare violation, damages, and penalties analyses and models.
9 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
10 informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully
11 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into
12 account the strengths and weaknesses of each side's position and the uncertainty of how the case
13 might have concluded at certification, trial, and/or appeals.

14 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
15 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
16 (i.e., \$612,500.00) and expenses and costs in an amount not to exceed Twenty-Five Thousand
17 Dollars and Zero Cents (\$25,000.00), which will be paid out of the Gross Settlement Amount,
18 subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks
19 and costs of litigation and will not receive any compensation until recovery is obtained.

20 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
21 Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff as an Enhancement Award, to be paid out
22 of the Gross Settlement Amount subject to approval by the Court. Plaintiff spent considerable
23 time and effort to produce relevant documents and past employment records and to provide the
24 facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever
25 Class Counsel needed him, and actively tried to obtain and provide information that would
26 facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for
27 Plaintiff to receive an enhancement award, in addition to an individual settlement payment, for
28 services performed in the matter on behalf of the Class, Aggrieved Employees, and the State of

1 California.

2 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
3 in the best interests of Plaintiff, the Class, Aggrieved Employees, and the State of California. Class
4 Counsel further submits that the Settlement is within an acceptable range of recovery for this type
5 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
6 litigation, and the costs and risks associated with class certification, representative adjudication,
7 trial, and/or appeals.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct.

10 Executed on this 24th day of July 2024, at Glendale, California.

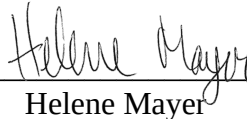
11 
12 _____
13 Helene Mayer
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

JOINT STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT

1. PREAMBLE

- 1.1 This Joint Stipulation for Class Action and PAGA Settlement is made and entered by the Plaintiff Kevin Flores in the matter of *Kevin Flores v. Pacific Plastics Inc.*, in Orange County Superior Court Case No. 30-2021-01214613-CU-OE-CXC, and on behalf of the Settlement Class, as defined below, and on behalf of Defendant Pacific Plastics, Inc.

2. DEFINITIONS

- 2.1 **"Agreement"** means this Settlement Agreement.
- 2.2 **"Aggrieved Employees"** means Plaintiff and all Settlement Class Members who were employed by Pacific Plastics, Inc. in California as a non-exempt employee at any time during the PAGA Period.
- 2.3 **"Attorneys' Fees and Costs"** means the amount of attorneys' fees and reimbursement of litigation costs and expenses to be requested by Class Counsel subject to Court approval in accordance with Subsection 5.1.3 of this Agreement.
- 2.4 **"Class"** or **"Settlement Class"** means all persons who were employed by Defendant in California as a non-exempt employee at any time during the Settlement Class Period.
- 2.5 **"Class Counsel"** means Amby Aiwarzian, Joanna Ghosh, Vartan Madoyan, and Helene Mayer of Lawyers *for* Justice, PC who, subject to Court approval, shall act as counsel for the Settlement Class.
- 2.6 **"Class Member"** or **"Settlement Class Member"** means any member of the Settlement Class.
- 2.7 **"Class Period"** or **"Settlement Class Period"** means the period of time from August 4, 2017 through February 15, 2024 of the Settlement. The Settlement Class Period is the period of time applicable to the Class Released Claims.
- 2.8 **"Class Released Claims"** means any and all claims rights, penalties, demands, damages, debts, accounts, duties, Costs (other than those Costs required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities against the Released Parties arising from any of the facts alleged in Plaintiff's Operative Complaint during the Settlement Class Period, including Defendant's alleged violation of the California Labor Code for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, as well as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and Defendant's alleged unfair business practices in violation

of California Business and Professions Code sections 17200, *et seq.* stemming from these alleged California Labor Code violations.

- 2.9 “**Class Representative**”⁹⁷ means Plaintiff Kevin Flores, who shall request be appointed by the Court as representatives of the Settlement Class.
- 2.10 “**Court**” means Orange County Superior Court and any appellate court which may review any orders entered into by the trial court related to this Settlement.
- 2.11 “**Defendant**” means Pacific Plastics, Inc.
- 2.12 “**Final Approval Order and Judgment**” refers to the Final Approval Order and Judgment entered by the Court.
- 2.13 “**Gross Settlement Amount**” means the total amount that Defendant shall pay in connection with this Settlement, which shall be inclusive of Attorneys' Fees and Costs approved by the Court, any incentive awards to Class Representatives approved by the Court, the Court-approved Settlement Administration Costs, the PAGA Amount, amounts paid to Participating Class Members, and employee-side employment taxes. Subject to approval by the Court and the terms of this Agreement, the Gross Settlement Amount that Defendant shall be required to pay is One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00). Defendant will also pay employer-side payroll taxes in addition to and separate from the Gross Settlement Amount. The Parties reserve the right to withdraw from this Agreement if the Court in any way modifies the Gross Settlement Amount.
- 2.14 “**Individual PAGA Share**”⁹⁹ means the *pro rata* share of the PAGA Employee Amount that an Aggrieved Employee may be eligible to receive under the Settlement, which will be allocated as 100% interest and penalties.
- 2.15 “**Individual Settlement Share**”⁹⁹ means the *pro rata* share of the Net Settlement Amount that a Settlement Class Member may be eligible to receive under the Settlement, which will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest.
- 2.16 “**Litigation**”⁹⁷ means the matter of *Kevin Flores v. Pacific Plastics Inc.* in Orange County Superior Court Case No. 30-2021-01214613-CU-OE-CXC.
- 2.17 “**LWDA Payment**” means the 75% portion of the PAGA Amount to the Labor and Workforce Development Agency (“LWDA”).
- 2.18 “**Net Settlement Amount**”⁹⁷ means the Gross Settlement Amount (defined below) minus the combined total of any Court-approved Attorneys' Fees and Costs, the Court-approved Settlement Administration Costs, the Court-approved enhancement award and general release fee to the Class Representative, and the PAGA Amount.
- 2.19 “**Notice**”⁹⁷ means a document substantially in the form of the Notice of Class Action Settlement attached hereto as **Exhibit 1** which has been agreed to by the Parties and subject

to Court approval and which the Settlement Administrator will mail to each Settlement Class Member.

- 2.20 “**Settlement Administration Costs**”⁷⁹ means the reasonable costs and expenses of administration of the Settlement to be paid from the Gross Settlement Amount.
- 2.21 “**Objection Form**”⁹⁷ means the Objection Form attached hereto as **Exhibit 3** and refers to an objection to the Settlement by a Participating Class Member.
- 2.22 “**Opt-Out Form**”⁹⁷ means the Opt-Out Form attached hereto as **Exhibit 2** and refers to a request by a Settlement Class Member to opt-out or exclude himself or herself from the Settlement. Any Settlement Class Member who submits an Opt-Out Form will be excluded from the Settlement and will not be bound by the release of Class Released Claims against the Released Parties contained in this Agreement. All Aggrieved Employees will be bound to the Settlement and release of the PAGA Released Claims based on claims asserted in the PAGA Letter and will receive their Individual PAGA Share irrespective of whether they submit an Opt-Out Form.
- 2.23 “**PAGA Amount**”⁹⁷ means the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) from the Gross Settlement Amount shall be allocated as civil penalties pursuant to PAGA. The PAGA Amount shall be paid from the Gross Settlement Amount, 75% of which (\$187,500.00) will be paid to the LWDA (i.e., LWDA Payment) and 25% of which (\$62,500.00) will be distributed to Aggrieved Employees (i.e., the PAGA Employee Amount).
- 2.24 “**PAGA Employee Amount**”⁷⁹ means the 25% portion of the PAGA Amount to be distributed to Aggrieved Employees on a *pro rata* basis.
- 2.25 “**PAGA Period**”⁹⁷ means the period of time from September 6, 2022 through February 15, 2024. The PAGA Period is the period of time applicable to the PAGA Released Claims.
- 2.26 “**PAGA Released Claims**”⁷⁹ means any and all claims arising under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq.* (“**PAGA**”) stemming from the alleged California Labor Code Violations presented directly in the PAGA Letter based on the facts alleged in the Operative Complaint arising during the PAGA Period.
- 2.27 “**Participating Class Member**”⁹⁷ means any Settlement Class Member who does not opt out of the Settlement.
- 2.28 “**Parties**”⁹⁹ means Plaintiff and Defendant.
- 2.29 “**Plaintiff**”⁷⁹ means Kevin Flores. The Plaintiff will seek to be designated as Class Representatives for the Settlement Class.
- 2.30 “**Released Parties**”⁷⁹ means Defendant Pacific Plastics, Inc., and any of its respective past and present parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and its officers, directors, board members, trustees, shareholders, executive-level

employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and all persons purporting to act on their behalf or purporting to assert a claim under or through him, including, but not limited to, their dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

- 2.31 **“Response Deadline”**⁹⁹ means the date sixty (60) calendar days after the Settlement Administrator initially mails the Notice Packets to Settlement Class Members and the last date on which Settlement Class Members may submit an Opt-Out Form, dispute, and/or Objection Form. Settlement Class Members who receive re-mailed Notice Packets will have fifteen (15) additional days to submit an Opt-Out Form, Objection Form, and/or Workweeks dispute (i.e., 75 calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable as long as the return mailing is received within the initial sixty (60) day Response Period.
- 2.32 **“Settlement”** means the compromise and settlement of the Litigation pursuant to the terms set forth in this Agreement.
- 2.33 **“Settlement Administrator”**⁹⁹ means Simpluris, Inc., the entity agreed to by the Parties, subject to Court approval, which will perform the duties of, among other things: (i) translating the Notice Packet to English and Spanish; (ii) mailing the Notice Packet to Class Members; (iii) tracking returned Opt-Out Forms and Objection Forms; (iv) notifying the Parties of determinations regarding contested Objection Forms and Opt-Out Forms consistent with this Agreement; (v) issuing payments; and, (vi) completing any required tax paperwork. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- 2.34 **“Settlement Effective Date”**⁷⁷ or **“Effective Date”**⁹⁷ as used herein means the first day following the last of the following occurrences:
- 2.34.1. If there is no objection to the Settlement by a Settlement Class Member, the date of entry of Final Order and Judgment approving the Settlement;
- 2.34.2. If a Settlement Class Member files an objection to the Settlement or Class Counsel appeals the amounts awarded by the Court for attorney's fees and/or costs and/or the incentive awards to the Class Representatives, the date the time to appeal or seek permission to appeal or seek other judicial review of the entry of a Final Approval Order and Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought; or
- 2.34.3. If an appeal or other judicial review has been taken or sought: (i) the date the Final Approval Order and Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom; or (ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no

possibility of subsequent appeal or other judicial review; or (iii) if remanded to the Court or to a lower appellate court following an appeal or other review, the date the Final Approval Order and Judgment is entered by the Court after remand and the time to appeal or seek permission to appeal or seek other judicial review of the entry of that Final Approval Order and Judgment has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Subsection shall apply.

- 2.35 “**Workweeks**” means the number of workweeks a Settlement Class Member worked while actively employed by Defendant during the Settlement Class Period. Workweeks will be calculated by the Settlement Administrator by determining the number of weeks between each Participating Class Member’s start and end dates of employment during the Settlement Class Period (less any workweeks that the employee did not work) and dividing by 7. Each Settlement Class Member shall be credited with at least one (1) Workweek.

3. RECITALS

- 3.1 On August 4, 2021, Plaintiff Kevin Flores commenced a putative class action lawsuit against Defendant Pacific Plastics, Inc. on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since August 4, 2017. On September 6, 2023 Plaintiff Kevin Flores provided written notice by certified mail (“PAGA Letter”) to the Labor Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that plaintiff asserted Defendant violated. The Parties have agreed that Plaintiff will a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. (“Operative Complaint”), which among other things, will add a cause of action under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“CTAGA”). The Operative Complaint alleges that Defendant violated the California Labor Code and California Business and Professions Code sections 17200, *et seq.* for, *inter alia*, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses.
- 3.2 The Parties exchanged documents and information before mediating this action. After reviewing documents regarding Defendant’s wage-and-hour policies and practices, and analyzing Defendant’s time and pay records, Class Counsel was able to evaluate the risks of continued litigation and prepared damages models/analysis prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation.
- 3.3 On September 18, 2023, the Parties participated in a private mediation with Hon. Jeffery K. Winikow (Ret), an experienced mediator. With the aid of the mediator’s evaluations, Parties ultimately agreed to a settlement, the material terms of which are encompassed within this Settlement Agreement.

- 3.4 Plaintiff and his counsel believe this Litigation is meritorious based on applicable law or an extension thereof. Based on investigation and evaluation, Class Counsel believes the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.
- 3.5 Defendant has also actively investigated the facts surrounding the claims brought by Plaintiff on behalf of the putative class, and actively and aggressively defended themselves from said claims. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged. Defendant further asserts that it has complied with all applicable provisions of California statutory and common law and have a good faith belief based on existing law that its practices were, and are, in compliance.
- 3.6 The entry of Final Approval Order and Judgment in this Litigation shall, as more specifically discussed herein, resolve all claims which were or reasonably could have been alleged in the Operative Complaint filed in the Litigation, with the exception of any claims which might be retained by the respective Settlement Class Members who exclude themselves from the Settlement. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.
- 3.7 Each of the forgoing Recitals is incorporated into this Agreement as if fully set forth in the body of the Agreement.

4. CERTIFICATION OF SETTLEMENT CLASS

- 4.1 The Parties and Class Counsel agree that, if approved, certification of the Settlement Class is a conditional certification for settlement purposes only. If for any reason the Court does not grant final approval of the Settlement as negotiated by the Parties, or if final approval of the Settlement as negotiated by the Parties is not given following the appeal of any order by the Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void without further action by the Court or by any of the Parties. In such circumstances, each Party shall retain all of their respective rights and shall be returned to their relative legal positions prior to execution of the Agreement. Neither this Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in this Litigation or any other legal proceeding, except for the enforcement of same. This is a global settlement contingent on resolution of all claims asserted by the Settlement Class.
- 4.2 The Parties and Class Counsel agree that, if approved, certification of the Settlement Class for settlement purposes is in no way an admission by Defendant that class certification is proper in any other litigation, including other wage-and-hour cases, pending against Defendant or that may in the future be filed against Defendant.

5. TERMS OF SETTLEMENT

- 5.1 Subject to the other terms and conditions of this Agreement, and in consideration of the contemplated pleadings and releases set forth in this Agreement, and subject to Court approval, Defendant agrees that the Gross Settlement Amount shall be One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00). This is a non-reversionary settlement.
- 5.1.1. All Settlement Class Members who do not opt out of the Settlement (i.e., Participating Class Members) shall be eligible to receive a share of the Net Settlement Amount (i.e., Individual Settlement Share). Each Individual Settlement Share shall be allocated as wages, interest, and penalties as set forth in Subsection 5.1.8 and distributed as set forth below:
- 5.1.1.1. Each Participating Class Member shall be awarded credit for each workweek he or she worked while actively employed by Defendant as a Settlement Class Member during the Settlement Class Period (i.e., Workweeks). Workweeks will be calculated by the Settlement Administrator by determining the number of weeks between each Participating Class Member's start and end dates of employment during the Settlement Class Period (less any workweeks that the employee did not work) and dividing by 7. Each Settlement Class Member shall be credited with at least one (1) Workweek.
- 5.1.1.2. Each Participating Class Member's Individual Settlement Share shall be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total number of credited Workweeks, and the denominator of which is the total of all Workweeks credited to all Participating Class Members during the Settlement Class Period.
- 5.1.2. Plaintiff may request that, subject to approval by the Court, the Class Representative be paid an enhancement award and general release fee not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), in addition to any Individual Settlement Share to which he may be entitled from the Net Settlement Amount. Defendant agrees not to oppose this request by Plaintiff.
- 5.1.3. Class Counsel may apply to the Court for an award of Attorneys' Fees and Costs, which shall be paid from the Gross Settlement Amount. Defendant will not oppose Class Counsel's application for an award of attorneys' fees in an amount not to exceed 35% of the Gross Settlement Amount, plus a request for reimbursement of reasonable litigation costs and expenses not to exceed Twenty-Five Thousand Dollars (\$25,000.00). With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the purchase of an annuity by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's counsel

shall not be liable for any expenses associated with the purchase of an annuity by the Settlement Administrator.

- 5.1.4. The Parties agree that the Court's approval or denial of any request for Attorneys' Fees and Costs or of the Class Representatives' incentive awards are not conditions to this Agreement and are to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the Settlement. Any order or proceeding relating to the application by Class Counsel for an award of Attorneys' Fees and Costs or for the Class Representatives' incentive awards shall not operate to terminate or cancel this Agreement.
- 5.1.5. The Parties agree that, subject to approval by the Court, the amount of Two Hundred Thousand Five Hundred Dollars (\$250,000.00) from the Gross Settlement Amount shall be allocated as civil penalties pursuant to PAGA (i.e., the PAGA Amount) and represents a fair and equitable sum for resolution of said claims. The PAGA Amount shall be paid from the Gross Settlement Amount, 75% of which (\$187,500.00) will be paid to the LWDA (i.e., LWDA Payment) and 25% of which (\$62,500.00) will be distributed to Aggrieved Employees on a *pro rata* basis. The Parties also agree to submit a copy of this Agreement to the LWDA at the same time it is provided to the Court pursuant to California Labor Code section 2699(1)(2).
- 5.1.6. All Aggrieved Employees shall be eligible to receive a share of the Employee PAGA Amount (i.e, Individual PAGA Share). Each Individual PAGA Share shall be allocated as 100% penalties and distributed as set forth below:
 - 5.1.6.1. Each Aggrieved Employee shall be awarded credit for each Workweek he or she worked while actively employed by Defendant during the PAGA Period. Each Aggrieved Employee shall be credited with at least one (1) Workweek.
 - 5.1.6.2. Each Aggrieved Employee's Individual PAGA Share shall be calculated by multiplying the Employee PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's total number of credited Workweeks, and the denominator of which is the total of all Workweeks credited to all Aggrieved Employees during the PAGA Period.
- 5.1.7. The Parties agree that, subject to approval by the Court, payment of the sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) shall serve as the maximum reasonable Settlement Administration Costs to the Settlement Administrator, an amount that shall be paid from the Gross Settlement Amount. In the event the Settlement Effective Date does not occur, any portion of the Settlement Administration Costs already incurred by the Settlement Administrator shall be paid by Plaintiffs and Defendant equally. However, if Defendant elects to terminate the Settlement pursuant to section 14.3 below, then Defendant shall be responsible for all reasonable Settlement Administration Costs incurred by the Settlement Administrator as of that date. Any dispute relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court if it cannot be

resolved by the Parties. The Settlement Administrator shall regularly and accurately report to the Parties, in written form when requested, on the substance of the work performed.

- 5.1.8. If the Court reduces or awards less than: (i) the amount allotted for Attorneys' Fees and Costs; (ii) the amount allotted for enhancement award and general release fee to the Class Representative; (iii) the proposed maximum Settlement Administration Costs; (iv) the proposed amount allocated to the PAGA Amount pursuant to PAGA, or if any Settlement Class Member opts-out of the Settlement, such reduction(s) shall be part of the Net Settlement Amount.
- 5.1.9. The Parties agree that Individual Settlement Shares to Participating Class Members shall be allocated 20% as wages ("Wages Portion"), 80% as penalties, and interest such that 80% of any monies distributed to Participating Class Members shall be characterized as 1099 income. The Wages Portion shall be subject to reduction for the employee's and employer's share of any and all necessary deductions, withholdings, or taxes ("Employment Taxes"), and paid by the Settlement Administrator from the Gross Settlement Amount. Individual PAGA Shares to Aggrieved Employees shall be allocated as 100% penalties.
- 5.1.10. The payments made to Participating Class Members and Aggrieved Employees pursuant to this Agreement are not being made for any other purpose and shall not be construed as creating an employment relationship in the case where the prior relationship has ended, nor shall payments be considered compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefit, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this settlement.
- 5.1.11. Checks issued to Participating Class Members and Aggrieved Employees pursuant to this Agreement shall remain valid and negotiable for a period of one hundred eighty (180) calendar days from the date of mailing. The Settlement Administrator shall perform a skip-trace search on any checks that are returned as undeliverable and perform a single re-mailing to any addresses located. After the 180-day period, the Settlement Administrator shall void any check that is not cashed, deposited, and/or negotiated.
- 5.1.12. All uncashed checks will be treated pursuant to Code of Civil Procedure Section 384 as a *cy pres* distribution to the Community Legal Aid SoCal. The Parties each represent that they do not have any financial interest in Community Legal Aid SoCal or otherwise have a relationship with Community Legal Aid SoCal that could create a conflict of interest. The Settlement Administrator shall reverse any tax documents issued to Participating Class Members or Aggrieved Employees who did not cash their check. After the 180-day check cashing deadline, the Settlement Administrator shall file a declaration with the Court that states the amount of uncashed Individual Settlement Share checks and the amount of interest that has accrued thereon ("Final Report"), and the attorneys for the Parties shall submit a stand amend Judgment and proposed stipulated amended Judgment memorializing the

Parties' agreement to amend the judgment to adopt the administrator's determination of the amount of unpaid residue, plus any interest that has accrued thereon from the date of entry of the initial judgment, to be paid to the *cy pres*.

- 5.2 Defendant represents that the Settlement Class Members worked a total of 29,065 Workweeks during the Class Period. The Parties agree that if the number of Workweeks for the Settlement Class is over 7.5% above 29,065, the Gross Settlement Amount shall be increased by the percentage that reflects the actual number of Workweeks in the Settlement Class Period that is above this 7.5% threshold. For example, if the number of Workweeks that the Class worked in the Settlement Class Period increases by 8.5%, then the Gross Settlement Amount will be increased by 1%.

6. NOTICE OF THE SETTLEMENT

- 6.1 Within thirty (30) calendar days after the Court grants preliminary approval of this Settlement, Defendant shall provide to the Settlement Administrator a listing of all Settlement Class Members, including the following information/data for each Settlement Class Member: (1) full name; (2) last known mailing address; (3) last known telephone number; (4) Social Security Number; (5) dates of employment in a non-exempt position; (6) the applicable number of Workweeks of each Settlement Class Member during the Settlement Class Period in order to calculate each Settlement Class Member's respective Individual Settlement Share; and (7) the applicable number of Workweeks of each Aggrieved Employee during the PAGA Period in order to calculate each Aggrieved Employee's respective Individual PAGA Share (hereinafter the "**Class List**"). The Class List shall be based on the data kept in the ordinary course of business in Defendant's records and to the extent such information is available in Defendant's current records. The Parties agree that the contents of the Class List are confidential and shall not be shared with third parties other than the Settlement Administrator, who shall also agree to maintain the confidentiality of the Class List. The Class List minus Social Security Numbers shall also be provided to Class Counsel at the time it is provided to the Settlement Administrator so that Class Counsel may carry out its duties and obligations to the Settlement Class. Moreover, Class Counsel shall be provided the current name and contact information of any Settlement Class Member who submits an objection or who contests the Workweeks credited to him or her in the Notice.
- 6.2 Subject to approval by the Court, a "Notice" substantially in the form attached as **Exhibit 1** shall be sent by the Settlement Administrator to all Settlement Class Members, along with the Opt-Out Form in the form attached as **Exhibit 2** and the Objection Form in the form attached as **Exhibit 3**, in English and Spanish only by first class mail. The Notice shall describe the terms of Settlement and the claims released, contain information regarding the Settlement Class Members' individual number of workweeks and estimated individual settlement payment, describe the opt-out and dispute process, and shall advise Settlement Class Members of their right and the process by which to object to the Settlement, and the date set by the Court for a hearing on final approval of the Settlement.

- 6.3 Within fifteen (15) calendar days of receiving the Class List, the Settlement Administrator will complete the mailing of the Notice, Opt-Out Form, and Objection Form (collectively, “**Notice Packet**”), to all Settlement Class Members.
- 6.4 Prior to mailing the Notice Packet, the Settlement Administrator shall process the Class List against the National Change of Address (“NCOA”) Database maintained by the United States Postal Service (“USPS”). It shall be conclusively presumed that if the N is not returned as “undeliverable,” the Settlement Class Member received the Notice Packet.
- 6.5 With respect to Notice Packets that are returned as undeliverable, if a forwarding address is provided by the USPS, the Settlement Administrator shall re-mail the Notice Packet within three (3) business days. If a Notice Packet is “undeliverable” and no forwarding address is provided, the Settlement Administrator shall employ standard skip-tracing to obtain updated address information and shall re-mail the Notice Packet to those Settlement Class Members. All re-mailings to skip-traced Settlement Class Members shall be promptly performed during the notice and opt-out period and must be completed no later than ten (10) days prior to the Response Deadline.
- 6.6 To the extent that Class Counsel becomes aware of new contact information for any Settlement Class Member, Class Counsel shall promptly communicate that information to the Settlement Administrator. Within two (2) business days of receiving such information, the Settlement Administrator shall cause a Notice Packet to be mailed to the Settlement Class Member's updated address.
- 6.7 Along with the motion for final approval, the Settlement Administrator shall provide a declaration that includes an estimated high, average, and low for Individual Settlement Shares and Individual PAGA Shares, Plaintiff's estimated Individual Settlement Shares and Individual PAGA Shares, and a report detailing the number of Workweek disputes, Opt-Outs, and Objections.

7. WORKWEEK DISPUTES, OPT-OUT, OBJECTION, AND DISTRIBUTION PROCESS

- 7.1 The Individual Settlement Share that each Settlement Class Member is eligible to receive under this Settlement shall be determined in accordance with the formula set forth in Subsections 5.1.1.1 and 5.1.1.2. The Individual PAGA Share that each Aggrieved Employee is eligible to receive under this Settlement shall be determined in accordance with the formula set forth in Subsections 5.1.6.1 and 5.1.6.2.
- 7.2 Each Settlement Class Member will have the opportunity, should he or she disagree with Defendant's records regarding the number of Workweeks credited to him or her during the applicable Settlement Class Period and PAGA Period as stated on the Notice, to provide documentation and/or an explanation postmarked or to be received by the Settlement Administrator by the Response Deadline in support of his or her claim of a different number of Workweeks. If there is a dispute related to the number of Workweeks, the Settlement Administrator will consult with Class Counsel and Defendant's counsel to determine

whether an adjustment is warranted. The Settlement Administrator will provide an initial resolution to any dispute related to the number of Workweeks, which will be subject to review by the Court. If the Settlement Administrator is unable to resolve a dispute related to the number of Workweeks, the Parties will submit the dispute to the Court for resolution.

- 7.3 Within fifteen (15) business days of the Response Deadline, the Settlement Administrator shall provide a spreadsheet to Class Counsel and to Defendant's Counsel that contains information sufficient to determine: the amount proposed to be paid to each Participating Class Member and Aggrieved Employee, and the names, addresses, and last four digits of the Social Security Numbers of any Settlement Class Members who opted-out of the Settlement. The Settlement Administrator will keep originals, including postmarked envelopes of all documents associated with disputes over the credited Workweeks and make copies of them available to Defendant and/or Class Counsel upon reasonable request.
- 7.4 Defendant will provide the Settlement Administrator with the Gross Settlement Amount by bank wire within twenty-one (21) calendar days of the Settlement Effective Date. The Settlement Administrator will maintain the funds in an account that enables the funds to accrue interest. Within ten (10) calendar days from receipt of the funds, the Settlement Administrator shall then disburse the funds under the Settlement, as approved by the Court.
- 7.5 Class Counsel shall deliver to the Settlement Administrator written instructions that describe the manner and mode of payment of such Attorneys' Fees and Costs, and a fully-executed Form W-9 with respect to the entity(ies) to whom the Attorneys' Fees and Costs shall be paid. The Settlement Administrator will issue to Class Counsel an IRS Form 1099 for such amounts paid for attorneys' fees under this Settlement. Notwithstanding the foregoing, Class Counsel shall not apply for, and shall not be awarded, attorneys' fees and/or costs in any amounts that are in excess of the amounts set forth in this Agreement.
- 7.6 Payments to Participating Class Members, Aggrieved Employees, Class Counsel, the Class Representatives, and the California Labor and Workforce Development Agency shall be made by the Settlement Administrator within ten (10) calendar days from the Settlement Administrator's receipt of the Gross Settlement Amount from Defendant.
- 7.7 Opt-Out Forms.
 - 7.7.1.A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the Class Released Claims contained in this Agreement, must submit an Opt-Out Form or written opt-out request (together, "Opt-Out Requests") directly to the Settlement Administrator, postmarked by the Response Deadline. The Settlement Administrator shall promptly send a copy of any Opt-Out Request to both Class Counsel and Defendant's Counsel. For an Opt-Out Request to be accepted, it must be timely and valid. To be timely, it must be postmarked by the Response Deadline. To be valid, the Opt-Out Request shall contain a statement that clearly conveys the Settlement Class Member's request to be excluded from the Settlement, his/her full name and the last four digits of the Settlement Class Member's Social Security Number on record with Defendant, and it must be signed and dated by the Settlement Class Member. Plaintiffs agree that they will not submit an Opt-Out

Request. All Aggrieved Employees will be bound to the settlement and release of the PAGA Released Claims based on claims asserted in the PAGA Letter and will receive their Individual PAGA Payment irrespective of whether they submit an Opt-Out Request.

7.7.2.A Settlement Class Member who submits a timely and valid Opt-Out Request is not eligible to recover a *pro rata* share of the Net Settlement Amount (i.e., Individual Settlement Share). A Settlement Class Member who submits a timely and valid Opt-Out Request will recover no monies from the Net Settlement Amount.

7.7.3.The Settlement Administrator shall maintain a list of persons who have excluded themselves from the class portion of the Settlement and shall provide such list to Defendant and upon request to Class Counsel should it be required to comply with the Court's request or order. The Settlement Administrator shall retain the originals of all Requests for Exclusion (including the envelopes with the postmarks) received from Settlement Class Members, and shall make copies available to Defendant or Class Counsel upon request.

7.7.4. Defendant acknowledges that California law prohibits them from retaliating against any Settlement Class Member for participating in the Settlement. Defendant will not induce any current or former employee to opt out of or object to the Settlement.

7.8 A Settlement Class Member who does not opt out of the Settlement and wishes to object to the Settlement may either present their objection at the Final Approval Hearing or submit to the Settlement Administrator a timely and valid Objection Form or written brief or statement of objection (together, "Objection"). The Objection must: (1) state the full name of the Participating Class Member; (2) be signed by the Participating Class Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the address specified on the Notice. With the motion for final approval, Plaintiffs will present a full report to the Court on all exclusions and objections received. Settlement Class Members who validly opt-out of the Settlement may not submit an Objection to the Settlement and any Objection they submit will not be valid.

7.9 In the event that Final Approval of this Settlement is not granted by the Court, neither the Settlement, nor any documents related to this Settlement or negotiations leading to the Settlement may be used as evidence for any purpose, and Defendant shall retain the right to challenge all claims and allegations in the Litigation and assert all applicable defenses.

7.10 Should the Court decline to approve this Agreement in any material respect, except for approval of the award of Class Counsel's Attorneys' Fees and Costs or the Class Representatives' incentive awards, Defendant shall have no obligation to make any payment under this Agreement, and in the event that Defendant has made any such payment, such monies shall be returned promptly to Defendant (minus any Settlement Administration Costs already reasonably incurred by the Settlement Administrator).

7.11 Payment of Taxes

7.11.1. The Settlement Administrator shall be responsible for calculating and timely paying any and all payroll tax deductions to be withheld from the Wages Portion to the appropriate tax authorities, as required under this Agreement and applicable law. The Settlement Administrator's responsibilities include the following: (a) filing all Federal, state and local employment tax returns, tax withholding returns, and any other tax returns associated with the taxes, (b) timely and proper filing of all required Federal, state and local information returns (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities, and (c) completion of any other steps necessary for compliance with any tax obligations of the settlement fund under Federal, state and/or local law. To verify the Settlement Administrator's compliance with the foregoing withholding and reporting requirements, as soon as administratively practicable, the Settlement Administrator shall furnish Class Counsel and Defendant's Counsel with copies of all filed tax returns and information returns (including all 1099 and W-2 information returns) upon request, and a final accounting adequate to demonstrate full compliance with all tax withholding, payment, deposit and reporting obligations.

7.11.2. Each party to this Agreement (for purposes of this section, the "Acknowledging Party", and each party to this Agreement other than the Acknowledging Party, and "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

8. COMPREHENSIVE RELEASE

8.1 If the Court grants final approval of the Settlement, upon the Settlement Effective Date and payment of the Gross Settlement Amount, each Participating Class Member will be bound by all of the terms of the Settlement, including a release of the Released Parties from the Class Released Claims and each Aggrieved Employee will be bound by all terms of the Settlement, including a release of the released Parties from the PAGA Released Claims.

- 8.2 General Release of Claims by Plaintiff Kevin Flores: Upon the Settlement Effective Date and in consideration of the payment to the Class Representatives of the enhancement award and general release fee of \$7,500, Plaintiff and all persons purporting to act on his behalf or purporting to assert a claim under or through him, including, but not limited to, his dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, and each of them, hereby release, acquit, and forever discharge Released Parties, and each and all of them, of and from any and all obligations, debts, claims, liabilities, demands, and causes of action of every kind, nature and description whatsoever, whether or not now known, suspected or claimed, which he ever had, now have, or may hereafter acquire by reason, accruing from the beginning of time until the date that the final approval of the Settlement is granted, including all claims, known or unknown. The foregoing release shall be effective as a bar to any and all claims of any character, nature or kind, known or unknown, suspected or unsuspected specified herein. Class Representative expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A general release does not extend to claims that 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.

9. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

- 9.1 Upon execution of this Agreement, Class Counsel shall apply to the Court for the entry of an order granting preliminary approval of the Settlement, substantially in the following form:
- 9.1.1. Certifying the Settlement Class for settlement purposes in accordance with Section 4 of this Agreement;
 - 9.1.2. Scheduling a final approval hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the proposed Settlement Class;
 - 9.1.3. Approving as to form and content the proposed Notice, Opt-Out Form, and Objection Form;
 - 9.1.4. Directing the mailing of the Notice Packet by first class mail to the Settlement Class Members;
 - 9.1.5. Preliminarily approving the Settlement;
 - 9.1.6. Approving Lawyers *for* Justice, PC as Class Counsel;

- 9.1.7. Approving Kevin Flores as Class Representative; and
- 9.1.8. Approving Simpluris, Inc. as the Settlement Administrator.
- 9.2 Defendant shall cooperate with Class Counsel as necessary to obtain preliminary approval, except that it need take no affirmative position as the award of Attorneys' Fees and Costs.
- 9.3 The Parties agree that neither Plaintiffs nor Plaintiffs' counsel will communicate the terms of this settlement or otherwise publicize the terms of or fact of this settlement prior to the filing of the Motion for Preliminary Approval, except that Plaintiff⁵⁰ counsel shall be permitted to file the necessary documents with the court and the LWDA to obtain approval of the settlement and advise Settlement Class Members.
10. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL
- 10.1 Following preliminary approval by the Court of the Settlement, Class Counsel will submit a proposed Final Approval Order and Judgment. The proposed Final Approval Order and Judgment shall:
- 10.1.1. Approve the Settlement, including the PAGA Amount, adjudging the terms thereof to be fair, reasonable, and adequate and directing consummation of its terms and provisions;
- 10.1.2. Approve an award of Attorneys' Fees and Costs to Class Counsel, and
- 10.1.3. Approve the enhancement award and general release fee to the Class Representatives;
- 10.2 Defendant shall cooperate with Class Counsel as necessary to obtain final approval and the Court's final judgment.

11. MUTUAL FULL COOPERATION

- 11.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of all necessary documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure entry of the Final Approval Order and Judgment.
- 11.2 If a Party cannot reasonably comply with an obligation under this Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

12. STATEMENT OF NO ADMISSION

- 12.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant, and Defendant denies liability therefore. Nor shall this Agreement constitute an admission by Defendant as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Litigation. Likewise, nothing in this Agreement shall be construed or deemed an admission with regards to the validity of any of Defendant's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation, uncertainty, delays, all with the attendant inconvenience and expenses.
- 12.2 This Agreement, and all related documents, and all other actions taken in implementation of the Settlement, including any statements, discussions, or communications, and any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, including any wage and hour or other litigation against Defendant, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement.
- 12.3 The Objection Form, Opt-Out Forms, Workweeks dispute, and any other evidence produced or created by any Settlement Class Member in connection with the settlement procedures pursuant to this Agreement, and any actions taken by Defendant in response to such documents, or the calculations by the Settlement Administrator, or other evidence, do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.
- 12.4 In the event that this Agreement is not approved by the Court or any appellate court, or otherwise fails to become effective and enforceable, or is terminated, Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation, including to conditional class certification.

13. BREACHES OF THE AGREEMENT

- 13.1 In the event of breach of this agreement or an action for enforcement of this agreement, the prevailing party is entitled to reasonable attorney's fees and costs.

14. VOIDING THE AGREEMENT

- 14.1 In the event that this Settlement is not approved by the Court, or if for any reason the Settlement Effective Date does not occur, the Settlement shall be deemed null, void and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any wage-and-hour, or other litigation against Defendant.

- 14.2 In the event that the Court does not approve the Attorneys' Fees and Costs in the amount requested by Class Counsel, or in the event that the Attorneys' Fees and Costs requested by Class Counsel is reduced, that finding shall not be a basis for rendering the entire Agreement null, void, or unenforceable. Class Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees and Costs.
- 14.3 If five percent (5%) or more of the Settlement Class Members submit timely and valid Requests for Exclusion, Defendant at its sole option may withdraw from this Settlement by giving written notice to Class Counsel and the Settlement Administrator within ten (10) business days of the Response Deadline.

15. PARTIES' AUTHORITY

- 15.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

16. NO PRIOR ASSIGNMENTS

- 16.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

16. NOTICES

- 16.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of: (i) the date given, if given by hand delivery; (ii) within one business day, if sent by overnight delivery services such as Federal Express or similar courier; or (iii) the third business day after mailing by United States registered or certified mail, return receipt requested, (iv) the date given if delivered by email. All notices given under this Agreement shall be addressed as follows:

16.1.1. To the Class:

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Vartan Madoyan, Esq.
Helene Mayer, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Ave, Suite 203
Glendale, CA 91203
Telephone.: (818) 265-1020
Facsimile: (818) 265-1021
Email: arby@calljustice.com
joanna@calljustice.com
vartan@calljustice.com

helene@calljustice.com

16.1.2. To Defendant Pacific Plastics, Inc.:

Daniel H. Handman, Esq.
Benjamin J. Treger, Esq.
HIRSCHFELD KRAEMER LLP
233 Wilshire Boulevard Suite 600
Santa Monica, California 90401
Tel: (310) 255-0705
Fax: (310) 255-0986
Email: gglazer@hkemploymentlaw.com
btregger@hkemploymentlaw.com

17. CONFIDENTIALITY

- 17.1 The negotiations, terms and existence of this Settlement will remain strictly confidential and shall not be discussed with anyone other than the Parties of record, their accountants and financial or tax advisors, counsel of record, or their retained consultants.
- 17.2 Any confidentiality associated with the terms of this Settlement shall expire upon the filing by Class Counsel of the Motion for Preliminary Approval with the Court, except that the negotiations and discussions preceding submission of the Settlement to the Court for preliminary approval, and any further negotiations and discussions between the time of preliminary approval and final approval shall remain strictly confidential, unless otherwise agreed to by the Parties or unless otherwise ordered by the Court.

18. MISCELLANEOUS PROVISIONS

- 18.1 Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or her or its counsel participated in the drafting of this Agreement.
- 18.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual and not merely a recital.
- 18.3 Modification. This Settlement may not be changed, altered, or modified, except in a writing signed by counsel for the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties in writing without Court approval if the Parties agree and cause exists for such modification. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.
- 18.4 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the

resolution of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

- 18.5 Attorneys' Fees. If a Party to this Settlement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the non-prevailing Party, reasonable attorneys' fees and costs.
- 18.6 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.
- 18.7 Class Counsel and Class Representative Signatories. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice will provide all Settlement Class Members with a summary of the Settlement, and will advise all Settlement Class Members of the binding nature of the release. Excepting only those Settlement Class Members who timely submit an Opt-Out Request, the Notice shall have the same force and effect as if this Settlement were executed by each Settlement Class Member.
- 18.8 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile signature, electronic signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction Act, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.
- 18.9 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions. The parties agree that the Orange County Superior Court, Civil Complex Center, shall maintain jurisdiction to enforce the terms of this Agreement, and that all litigation arising out of this Agreement or any breach thereof shall be filed and constructed before the Orange County Superior Court, unless the Parties agree in writing to an alternative venue of litigation.

On Behalf of Plaintiff Kevin Flores:

Dated: 04/12/2024, 2024

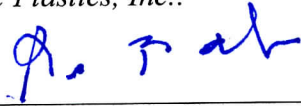
Elected/Authorized Signatory

Signature Measure Signatory

Kevin Flores, Plaintiff

On Behalf of Defendant Pacific Plastics, Inc.:

Dated: April 16, 2024



Name: Raphael Bahreman

Title:

Approved as to form:

Dated: _____, 2024

HIRSCHFELD KRAEMER LLP

By: _____

Daniel H. Handman
Benjamin J. Treger
*Attorneys for Defendant Pacific Plastics,
Inc.*

Dated: _____, 2024

LAWYERS *for* JUSTICE, PC

By: _____

Arby Aiwarzian
Joanna Ghosh
Vartan Madoyan
Helene Mayer
*Attorneys for Plaintiff Kevin Flores and
Proposed Class Counsel*

On Behalf of Defendant Pacific Plastics, Inc.:

Dated: _____, 2024

Name: Raphael Bahreman

Title:

Approved as to form:

Dated: April 16, 2024

HIRSCHFELD KRAEMER LLP

By: 
Daniel H. Handman
Benjamin J. Treger
Attorneys for Defendant Pacific Plastics, Inc.

Dated: April 11, 2024

LAWYERS *for* JUSTICE, PC

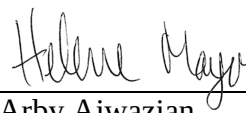
By: 
Arby Aiwanian
Joanna Ghosh
Vartan Madoyan
Helene Mayer
Attorneys for Plaintiff Kevin Flores and Proposed Class Counsel

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Kevin Flores v. Pacific Plastics Inc.

Superior Court of California for the County of Orange, Case No. 30-2021-01214613-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Kevin Flores (together, "Plaintiff") and Defendant Pacific Plastics, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Kevin Flores v. Pacific Plastics, Inc.*, Orange County Superior Court, Case No. 30-2021-01214613-CU-OE-CXC ("Litigation"), which may affect your legal rights. On **December 6, 2024**, the Court granted preliminary approval of the settlement and scheduled a hearing on **[hearing date]** at **[hearing time]** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Settlement Class" means all persons who were employed by Defendant in California as a non-exempt employee at any time during the Settlement Class Period.

"Class Member" means any member of the Settlement Class.

"Class Period" or "Settlement Class Period" means the period of time from August 4, 2017 through February 15, 2024.

"Class Settlement" means the settlement and release of Class Released Claims (described in Section III.D below).

"Aggrieved Employees" means Plaintiff and all Settlement Class Members who were employed by Pacific Plastics, Inc. in California as a non-exempt employee at any time during the PAGA Period.

"PAGA Settlement" means the settlement and release of PAGA Released Claims (described in Section III.D below).

"PAGA Period" means the time period from September 6, 2022 through February 15, 2024.

II. BACKGROUND OF THE LAWSUIT

On August 4, 2021, Plaintiff Kevin Flores commenced a putative class action lawsuit against Defendant Pacific Plastics, Inc. on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time since August 4, 2017. On September 6, 2023 Plaintiff Kevin Flores provided written notice by certified mail ("PAGA Letter") to the Labor Workforce Development Agency and Defendant of the specific provisions of the California Labor Code that plaintiff asserted Defendant violated. On July 15, 2024 Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("Operative Complaint"), which among other things, added a cause of action under the Private Attorneys General Act, California Labor Code section 2698, et seq. ("PAGA"). The Operative Complaint alleges that Defendant violated the California Labor Code and California Business and Professions Code sections 17200, et seq. for, inter alia, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses.

Defendant denies all of the allegations in the Litigation or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement.

The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On **December 6, 2024**, the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Kevin Flores as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Helene Mayer
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Share, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Share), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Litigation have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Litigation and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$612,500.00) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (“Attorneys’ Fees and Costs”) to Class Counsel; (2) enhancement award and general release fee in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Litigation; (3) Settlement Administration Costs in an amount not to exceed Eleven Thousand Five Hundred Dollars (\$11,500.00) to the Settlement Administrator; and (4) the amount Two Hundred Thousand Five Hundred Dollars (\$250,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”). The PAGA Amount will be distributed 75% (\$187,500.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$62,500.00.00) will be distributed to the Aggrieved Employees (“PAGA Employee Amount”).

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of number of workweeks a Class Member worked while actively employed by Defendant during the Settlement Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by determining the number of weeks between each Participating Class Member’s start and end dates of employment during the Settlement Class Period (less any workweeks that the employee did not work) and dividing by 7. Each Class Member will be credited with at least one (1) Workweek.

The Settlement Administrator has calculated each Participating Class Member’s Individual Settlement Share by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member’s total number of credited Workweeks, and the denominator of which is the total of all Workweeks credited to all Participating Class Members during the Settlement Class Period to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not

submit a valid and timely Opt Out Request (“Participating Class Members”) will be issued payment of their final Individual Settlement Share.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks of each Aggrieved Employee during the PAGA Period. The Settlement Administrator has calculated each Aggrieved Employee’s Individual PAGA Share by multiplying the Employee PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee’s total number of credited Workweeks, and the denominator of which is the total of all Workweeks credited to all Aggrieved Employees during the PAGA Period to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Shares will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From August 4, 2017 through February 15, 2024 (i.e., Class Period), you are credited as having worked [REDACTED] Workweeks.

From September 6, 2022 through February 15, 2024 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter that is sent to the Settlement Administrator. The written letter must provide documentation and/or an explanation in support of your claim of a different number of Workweeks, and be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [Response Deadline]**.

If there is a dispute related to the number of Workweeks, the Settlement Administrator will consult with Class Counsel and Defendant’s counsel to determine whether an adjustment is warranted. The Settlement Administrator will provide an initial resolution to any dispute related to the number of Workweeks, which will be subject to review by the Court. If the Settlement Administrator is unable to resolve a dispute related to the number of Workweeks, the Parties will submit the dispute to the Court for resolution.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or

Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Settlement Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Opt Out Request (i.e., Participating Class Members) will be bound by all of the terms of the Settlement, including a release of the Released Parties from the Class Released Claims and each Aggrieved Employee will be bound by all terms of the Settlement, including a release of the released Parties from the PAGA Released Claims.

“Class Released Claims” means any and all claims rights, penalties, demands, damages, debts, accounts, duties, Costs (other than those Costs required to be paid pursuant to the Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities against the Released Parties arising from any of the facts alleged in Plaintiff’s Operative Complaint during the Settlement Class Period, including Defendant’s alleged violation of the California Labor Code for, inter alia, failure to pay overtime and minimum wages, provide meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, as well as all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal and rest periods, failure to issue accurate itemized wage statements, and Defendant’s alleged unfair business practices in violation of California Business and Professions Code sections 17200, et seq. stemming from these alleged California Labor Code violations.

“PAGA Released Claims” means any and all claims arising under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, et seq. (“PAGA”) stemming from the alleged California Labor Code Violations presented directly in the PAGA Letter based on the facts alleged in the Operative Complaint arising during the PAGA Period.

“Released Parties” means Defendant Pacific Plastics, Inc., and any of its respective past and present parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and its officers, directors, board members, trustees, shareholders, executive-level employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and all persons purporting to act on their behalf or purporting to assert a claim under or through him, including, but not limited to, their dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$612,500.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) as an enhancement award and general release fee, in recognition of his services in connection with the Litigation. The enhancement award will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Share and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eleven Thousand Five Hundred Dollars (\$11,500.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Opt Out Requests, Objections, and disputes of Workweeks, calculating Individual Settlement Shares and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Share unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Class Released Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above.

Class Members and Aggrieved Employee will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement, you must seek exclusion from the Settlement by submitting a completed Opt Out Form (which was mailed to you with this Notice) Opt-Out Form or written opt-out request (together, "Opt-Out Requests") to the Settlement Administrator.

An Opt Out Request must contain a statement that clearly conveys your request to be excluded from the Settlement, contain your full name and the last four digits of the your Social Security Number on record with Defendant, be signed and dated by you; and be returned by mail to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Share, will not be bound by the Class Settlement (and the release of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit an Opt Out Request will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be bound to the PAGA Settlement (and the release of PAGA Released Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit an Opt Out Request.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a Request for Exclusion, by submitting a completed Objection Form (which was mailed to you with this Notice) to the Settlement Administrator or presenting your objection orally at the Final Approval Hearing (together, "Objection").

An Objection must: (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (e) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX105 of the Orange County Superior Court, located at Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, enhancement payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

For more information regarding how to schedule yourself to appear remotely at the Final Approval Hearing by telephone, please visit: <https://www.courtcall.com/> (charges and fees may apply)

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Litigation for a fee by visiting the civil clerk's office, located at Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana, California 92701, during business hours, or by online by visiting the following website: <https://ocjustice.occourts.org/civilwebShoppingNS/Login.do>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
ORANGE COUNTY
Case No. 30-2021-01214613-CU-OE-CXC

Kevin Flores v. Pacific Plastics Inc.
c/o Settlement Administrator Address

Opt Out Form

**To Exclude Yourself From the Class Settlement and Release of the Class Released Claims, Return This Form
On Or Before [redacted] [60-day response deadline].**

I wish to exclude myself from the Class Settlement and release of the Class Released Claims. I understand that I cannot exclude myself from the PAGA Settlement and the release of the PAGA Released claims. I understand that if I exclude myself from the Class Settlement then I will not release the Class Released Claims and will not receive an Individual Settlement Share. I understand that I cannot exclude myself from the PAGA Settlement and that I will receive an Individual PAGA Payment, regardless of if I exclude myself from the Class Settlement. I understand I can review the Settlement Agreement as stated in the Notice of Class Action Settlement that I received.

Name/Address Changes (if any):

«First_Name» «Last_Name»

XXX-XX-«Last_4»

«Address_1»

«City», «State» «ZIP_Code»

I, _____, declare that all of the above is true and correct.

Signature: _____

Telephone: () _____

Date: _____

E-Mail Address (optional): _____

EXHIBIT 3

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you do not wish to opt out of the Class Settlement, and wish to object to the Class Settlement in writing, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **RESPONSE DEADLINE**.

[SETTLEMENT ADMINISTRATOR]
[INSERT MAILING ADDRESS]

In addition to a written Objection or in lieu of a written Objection, you may appear and object orally at the Final Approval Hearing.

I object to the Class Settlement on the following grounds:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you an Individual Settlement Payment check by U.S. Mail, at the last address the Settlement Administrator has on file for you.