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Attorneys for Plaintiff DINO DESANCTIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

DINO DESANCTIS; TYRONE BARNES,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

DOUGLAS PRODUCTS & PACKAGING
COMPANY, LLC, a Missouri Limited
Liability Company; and DOES 1-50, Inclusive,

Defendant.

Case No. C21-01874

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: May 15, 2023
Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat
Dept.: 39

This matter having come before the Honorable Judge Charles S. Treat of the Superior Court of the State of California, in and for the County of Contra Costa, with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., and Joshua Falakassa, Esq. of Falakassa Law P.C. as counsel for plaintiffs DINO DESANCTIS and TYRONE BARNES (“Plaintiffs”), and Ben McMillen, Esq. and AJ Weissler, Esq. of Husch Blackwell, LLP, appearing for defendant DOUGLAS PRODUCTS AND PACKAGING COMPANY, LLC, a Missouri limited liability company (“Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached hereto as **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is Three Hundred Seventy-Two Thousand Five Hundred Dollars (\$372,500.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of

1 intensive, serious, and non-collusive arms-length negotiations.

2 4. The Court preliminarily finds that the Settlement appears to be within the range of
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
6 reasonable when balanced against the probable outcome of further litigation relating to certification,
7 liability, and damages issues.

8 5. Plaintiffs seek a Class Counsel Award in the amount of up-to one-third of the Gross
9 Settlement Amount for attorneys' fees, currently estimated at One Hundred Twenty-Four Thousand
10 One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$124,166.66), plus costs of up to Twenty
11 Thousand Dollars (\$20,000), and proposed Class Representative Service Awards to the Class
12 Representatives, Dino Desanctis, in an amount of not more than Ten Thousand Dollars (\$10,000), and
13 Tyrone Barnes, in an amount of not more than Ten Thousand Dollars (\$10,000). While these awards
14 appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award
15 or Class Representative Service Awards until the Final Approval Hearing.

16 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
17 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
18 proceeding should this Settlement not become final. For settlement purposes only, the Court
19 conditionally certifies the following Class:

20 "All non-exempt employees who are or previously were employed by
21 Defendant and performed work in California during the Class Period
22 [September 8m 2017 to May 23, 2022]."

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
26 common questions of law and fact predominate, and there is a well-defined community of interest
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the

1 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
2 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
3 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
4 qualified to act as counsel for the Class Representatives in their individual capacities and as the
5 representatives of the Class Members.

6 8. The Court provisionally appoints plaintiffs DINO DESANCTIS and TYRONE BARNES
7 as the representatives of the Class.

8 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
9 APC, Shani Zakay, Esq. of Zakay Law Group, APLC, Mehrdad Bokhour, Esq. of Bokhour Law Group,
10 P.C., and Joshua Falakassa, Esq. of Falakassa Law, P.C. as Class Counsel for the Class Members.

11 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
12 Class Action Settlement and Final Hearing Date (“Class Notice”) attached to the Agreement as **Exhibit**
13 **“A”**. The Court finds that the notice appears to fully and accurately inform the Class Members and
14 Aggrieved Employees of all material elements of the proposed Settlement, including the right of any
15 Class Member to be excluded from the Class by submitting a written request for exclusion, and of each
16 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
17 distribution of the notices substantially in the manner and form set forth in the Agreement and this
18 Order meets the requirements of due process, is the most reasonable notice under the circumstances,
19 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
20 of the notices by first class mail, pursuant to the terms set forth in the Agreement.

21 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within ten
22 (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement
23 Administrator with the Class Data, including information regarding Class Members that Defendant will
24 in good faith compile from its records, including each Class Member’s full name; last known mailing
25 address; last known personal email address; Social Security Number; start dates and end dates of
26 employment as a non-exempt employee in California during the Class Period. No later than fourteen
27 (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall

1 mail and email copies of the Notice Packet to all Class Members via first class U.S. Mail and electronic
2 mail.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
6 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
7 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
8 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
9 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
10 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
11 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
12 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
13 by all determinations of the Court, the Agreement, and Judgment.

14 13. Any Class Member who has not opted out may appear at the final approval hearing and
15 may object or express the Class Member's views regarding the Settlement and may present evidence
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
17 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
18 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
19 Settlement Administrator.

20 14. A final approval hearing shall be held before this Court on _____at
21 _____AM/PM in Department 39 of the Contra Costa County Superior Court to determine all
22 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
23 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
24 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
25 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
26 reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service
27 Awards, and the Settlement Administration Costs. All papers in support of the motion for final approval
28

1 and the motion for Attorneys' Fee and Costs and Class Representative Service Awards shall be filed
2 with the Court and served on all counsel within twenty-eight (28) days following the expiration of the
3 Response Deadline.

4 15. In the event the Settlement does not become effective in accordance with the terms of the
5 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
6 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
7 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
8 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
9 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
10 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
11 is not approved.

12 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
13 and all dates provided for in the Agreement without further notice to Class Members and retains
14 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
15
16
17

18 Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

DINO DESANCTIS; TYRONE BARNES,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

DOUGLAS PRODUCTS & PACKAGING
COMPANY, LLC, a Missouri Limited
Liability Company; and DOES 1-50, Inclusive,

DEFENDANT.

Case No. C21-01874

[Action Filed September 8, 2021]

**STIPULATION OF SETTLEMENT OF
CLASS ACTION AND PAGA CLAIMS
AND RELEASE OF CLAIMS**

Judge: Honorable Edward G. Weil
Dept.: 39

1 This Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims is
2 entered into by and between Plaintiffs DINO DESANCTIS and TYRONE BARNES (hereinafter
3 collectively “Plaintiffs”), individually and on behalf of the Class, and in their representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendant DOUGLAS
5 PRODUCTS & PACKAGING COMPANY, LLC, a Missouri Limited Liability Company.
6 (hereinafter “Defendant”).

7 **I. DEFINITIONS**

8 A. “Actions” shall mean *Desanctis v. Douglas Products & Packaging Company, LLC*,
9 Contra Costa Superior Court, Case No. C21-01874 (“*Desanctis* Action”) and *Barnes*
10 *v. Douglas Products & Packaging Company, LLC*, Contra Costa Superior Court, Case
11 No. C22-00637 (“*Barnes* Action”).

12
13 B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously
14 were employed by Defendant and performed work in California during the PAGA
15 Period.

16
17 C. “Aggrieved Employee Payments” shall mean the individual payments made to each
18 Aggrieved Employee equal to the Aggrieved Employee’s PAGA Payment Ratio
19 multiplied by \$4,000.

20
21 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
22 Class Action and PAGA Claims and Release of Claims.

23
24 E. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
25 Mehrdad Bokhour, Esq., of Bokhour Law Group, P.C., Joshua Falakassa, Esq. of
26 Falakassa Law P.C., and Shani Zakay, Esq. of Zakay Law Group, APLC.

1 F. "Class Counsel Award" means the award of fees and expenses that the Court
2 authorizes to be paid to Class Counsel for the services they have rendered to
3 Plaintiffs and the Class in the Actions, consisting of attorneys' fees currently not to
4 exceed one-third of the Gross Settlement Amount currently estimated to be
5 \$124,166.66 out of \$372,500.00 plus costs and expenses \$20,000 and supported by
6 declaration as to the reasonableness of attorney's fees and costs. Class Counsel's
7 award for attorneys' fees will be allocated between Class Counsel as follows: Forty
8 percent (40%) to the JCL Law Firm, APC; forty percent (40%) to the Zakay Law
9 Group, APLC; and twenty percent (20%) to Bokhour Law Group, PC and Falakassa
10 Law P.C.
11

12
13 G. "Class Data" means information regarding Class Members and Aggrieved Employees
14 that Defendant will in good faith compile from its records and provide to the
15 Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and
16 shall include: each Class Member's and or Aggrieved Employee's full name; last
17 known address; Social Security Number; start dates and end dates of employment.
18

19 H. "Class Members" or the "Class" means all non-exempt employees who are or
20 previously were employed by Defendant and performed work in California during the
21 Class Period.
22

23 I. "Class Period" means the period from September 8, 2017, to May 23, 2022.
24

25 J. "Class Representative Service Awards" means the amount that the Court authorizes
26 to be paid to the Class Representatives, in addition to their Individual Settlement
27 Payment, and their pro-rata share of the PAGA Settlement, in recognition of their
28

1 efforts and risks in assisting with the prosecution of the Actions and, partially, in
2 exchange for executing a General Release of Defendant.

3
4 K. “Class Representatives” or “Plaintiffs” shall mean DINO DESANCTIS and
5 TYRONE BARNES.

6
7 L. “Court” means the Superior Court for the State of California, County of Contra Costa
8 currently presiding over the Actions.

9
10 M. “Defendant” shall mean DOUGLAS PRODUCTS & PACKAGING, LLC, a Missouri
11 Limited Liability Company.

12
13 N. “Effective Date” means the earliest date, following entry by the Court of an order and
14 judgment finally approving this Settlement, upon which one of the following have
15 occurred: (i) if no objection is filed to the settlement and no objector appears at the
16 hearing on final approval, the date of the Court’s entry of the order granting final
17 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
18 hearing on final approval, then the later of the following: (a) the expiration of all
19 potential appeal periods without a filing of a notice of appeal of the final approval
20 order or judgment; (b) final affirmance of the final approval order and judgment by
21 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
22 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
23 the final approval order and judgment is no longer subject to further judicial review.

24
25 O. “Funding Date” shall mean sixty-five (65) calendar days after the Effective Date and
26 is the date Defendant transfers the Gross Settlement Amount and the employer’s share
27 of payroll tax into the QSF in accord with the terms of this Agreement
28

1 P. "Gross Settlement Amount" means Three Hundred Seventy-Two Thousand Five
2 Dollars (\$372,500.00) that Defendant must pay into the QSF in connection with this
3 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
4 Representative Service Awards, the Class Counsel Award, PAGA Settlement and the
5 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
6 if any, triggered by any payment under this Settlement.
7

8 Q. "Individual Settlement Payment" means the amount payable from the Net Settlement
9 Amount to each Settlement Class Member and excludes any Aggrieved Employee
10 Payment distributed to Aggrieved Employees.
11

12 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
13 Counsel Award, Class Representative Service Awards, PAGA Settlement, and
14 Settlement Administration Costs.
15

16 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
17 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
18 than formatting changes to facilitate printing by the Settlement Administrator).
19

20 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
21 Labor Code § 2698 *et seq.*
22

23 U. "PAGA Payment Ratio" means the respective Workweeks during the PAGA Period
24 for each Aggrieved Employee divided by the sum total of the Workweeks for all
25 Aggrieved Employees during the PAGA Period.
26
27
28

- 1 V. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of Pay Periods of
3 employment during the PAGA Period that each Aggrieved Employee worked in
4 California.
- 5 W. "PAGA Period" means the period of June 29, 2020, to May 23, 2022.
- 6 X. "PAGA Settlement" shall mean Sixteen Thousand Dollars (\$16,000.00) to be
7 allocated from the Gross Settlement Amount.
- 8 Y. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either
9 Plaintiffs or Defendant, individually.
- 10 Z. "Pay Period" means the time period used by Defendant to calculate and pay earned
11 wages.
- 12 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
13 by the sum total Workweeks for all Class Members.
- 14 BB. "QSF" means the Qualified Settlement Fund established, designated and maintained
15 by the Settlement Administrator to fund the Gross Settlement Amount and the
16 employer's share of payroll tax.
- 17 CC. "Released Class Claims" means all class claims alleged in the operative complaint,
18 or that reasonably could have been alleged based on the facts alleged in the operative
19 complaint, which occurred during the Class Period, and expressly excluding all other
20 claims, including claims for vested benefits, wrongful termination, unemployment
21 insurance, disability, social security, workers' compensation, and class claims outside
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of the Class Period.

DD. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint and Plaintiffs’ PAGA notice(s) submitted to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

EE. “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

FF. “Settlement” means the disposition of the Actions pursuant to this Agreement.

GG. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

1 HH. "Settlement Class Members" or "Settlement Class" means all Class Members who
2 have not submitted a timely and valid request for exclusion as provided in this
3 Agreement.

4
5 II. "Workweeks", for purposes of calculating the distribution of the Net Settlement
6 Amount, means the number of weeks from Sunday to Saturday of employment during
7 the Class Period that each Class Member was employed by Defendant in California,
8 excluding weeks during which the Class Member did not perform any work for
9 Defendant.

10
11 **II. RECITALS**

12 A. On June 29, 2021, Plaintiff Desantis filed a Notice of Violations with the Labor and
13 Workforce Development Agency (LWDA) and served the same on Defendant.

14
15 B. On September 8, 2021, Plaintiff Desantis filed the Lawsuit for:

16
17 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

18
19 2. Failure to pay overtime wages in violation of California Labor Code sections
20 510 *et seq*;

21
22 3. Failure to pay minimum wages in violation of California Labor Code sections
23 1194, 1197 and 1197.1;

24
25 4. Failure to provide required meal periods in violation of California Labor Code
26 sections 226.7 and 512 and the applicable IWC wage order;

1 5. Failure to provide required rest periods in violation of California Labor Code
2 sections 226.7 and 512 and the applicable IWC wage order;

3
4 6. Failure to provide accurate itemized wage statements in violation of California
5 Labor Code section 226;

6
7 7. Failure to provide wages when due in violation of California Labor Code
8 sections 201, 202 and 203; and

9
10 8. Violation of the private attorneys general act in violation of Labor Code
11 sections 2698 et seq.

12 C. On February 18, 2022, Plaintiff Barnes filed the Lawsuit for:

13
14 1. Failure to Pay all Minimum Wages;

15
16 2. Failure to Pay all Overtime Wages;

17
18 3. Meal Period Violations;

19 4. Rest Period Violations;

20 5. Wage Statement Violations;

21
22 6. Waiting Time Penalties; and

23
24 7. Unfair Competition.

25 D. The Class Representatives believe they have meritorious claims based on alleged
26 violations of the California Labor Code, and the Industrial Wage Commission Orders,
27 and that class certification is appropriate because the prerequisites for class
28

1 certification can be satisfied in the Actions, and this action is manageable as a PAGA
2 representative action.

3
4 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
5 alleged in the Actions, disputes any wages, damages, and penalties claimed by the
6 Class Representatives are owed, and further contends that, for any purpose other than
7 settlement, the Actions are not appropriate for class or representative action treatment.
8 Defendant contends, among other things, that at all times it complied with the
9 California Labor Code and the Industrial Wage Commission Orders.

10
11 F. The Class Representatives are represented by Class Counsel. Class Counsel
12 conducted an investigation into the facts relevant to the Actions, including conducting
13 an independent investigation as to the allegations, reviewing documents and
14 information exchanged through informal discovery, and reviewing documents and
15 information provided by Defendant pursuant to informal requests for information to
16 prepare for mediation. Defendant produced for the purpose of settlement negotiations
17 certain employment data concerning the Settlement Class, which Class Counsel
18 reviewed and analyzed. Based on their own independent investigation and evaluation,
19 Class Counsel are of the opinion that the Settlement with Defendant is fair,
20 reasonable, and adequate and is in the best interest of the Settlement Class in light of
21 all known facts and circumstances, including the risks of significant delay, defenses
22 asserted by Defendant, uncertainties regarding class certification, and numerous
23 potential appellate issues. Although it denies any liability, Defendant is agreeing to
24 this Settlement solely to avoid the inconveniences and cost of further litigation. The
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1 Parties and their counsel have agreed to settle the claims on the terms set forth in this
2 Agreement

3
4 G. On May 23, 2022, the Parties participated in mediation presided over by David
5 Rotman, Esq., an experienced mediator of wage and hour class and PAGA actions.
6 The mediation concluded with a settlement after both sides agreed to a Mediator's
7 proposal which was subsequently memorialized in the form of a Memorandum of
8 Understanding ("MOU").

9
10 H. This Agreement replaces and supersedes the MOU and any other agreements,
11 understandings, or representations between the Parties. This Agreement represents a
12 compromise and settlement of highly disputed claims. Nothing in this Agreement is
13 intended or will be construed as an admission by Defendant that the claims in the
14 Actions have merit or that Defendant bears any liability to Plaintiffs or the Class on
15 those claims or any other claims, or as an admission by Plaintiffs that Defendant's
16 defenses in the Actions have merit.

17
18
19 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
20 Settlement was arrived at through arm's-length negotiations, taking into account all
21 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay
22 attendant to continuing the Actions through trial and any appeal. Accordingly, the
23 Parties desire to fully, finally, and forever settle, compromise, and discharge all
24 disputes and claims arising from or relating to the Actions.

25
26 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
27 for any reason the Settlement does not become effective, Defendant reserves the right
28

1 to contest certification of any class for any reason and reserves all available defenses
2 to the claims in the Actions.

3
4 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

5
6 **III. TERMS OF AGREEMENT**

7 A. Settlement Consideration and Settlement Payments by Defendant.

8 1. Settlement Consideration. In full and complete settlement of the Actions, and
9 in exchange for the releases set forth below, Defendant will pay the sum of
10 the Individual Settlement Payments, the Class Representative Service
11 Awards, the Class Counsel Award, PAGA Settlement, and the Settlement
12 Administration Costs, as specified in this Agreement, equal to the Gross
13 Settlement Amount of Three Hundred Seventy-Two Thousand Five Hundred
14 Dollars (\$372,500.00). The Parties agree that this is a non-reversionary
15 Settlement and that no portion of the Gross Settlement Amount shall revert to
16 Defendant. Other than the Defendant's share of employer payroll taxes, or as
17 otherwise specified in Paragraph III(A)(2) below, Defendant shall not be
18 required to pay more or less than the Gross Settlement Amount, except as
19 provided for hereinbelow.

20
21
22 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
23 Class was comprised of 52 individuals who collectively worked
24 approximately 4,000 Workweeks during the Class Period. Defendant will
25 provide a declaration under penalty of perjury confirming the number of
26 applicable Class Members and Workweeks they worked during the applicable
27
28

1 Class Period. If the total Workweek number increases is more than 4,400, the
2 Gross Settlement Amount will increase proportionally for the number of
3 workweeks over 4,400.
4

5 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
6 Settlement Amount to the Settlement Administrator on the Funding Date.
7

8 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
9 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
10 together with the Gross Settlement Amount on the Funding Date.
11

12 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
13 consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members
14 release Defendant from the Released Class Claims for the Class Period.

15 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
16 consideration set forth in this Agreement, the Plaintiffs, the LWDA, and the State of
17 California release Defendant from the PAGA Released Claims for the PAGA Period.
18

19 D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth
20 in this Agreement, which includes the Class Representative Service Awards, Plaintiffs
21 each waive, release, acquit and forever discharge Defendant from any and all claims,
22 whether known or unknown, which exist or may exist on their behalf as of the date of
23 this Agreement, including but not limited to any and all tort claims, contract claims,
24 wage claims, wrongful termination claims, disability claims, benefit claims, public
25 policy claims, retaliation claims, statutory claims, personal injury claims, emotional
26 distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
27 meruit claims, and any and all claims arising under any federal, state or other
28

1 governmental statute, law, regulation or ordinance, including, but not limited to claims
2 for violation of the Fair Labor Standards Act, the California Labor Code, the Wage
3 Orders of California's Industrial Welfare Commission, other state wage and hour laws,
4 the Americans with Disabilities Act, the Age Discrimination in Employment Act
5 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights
6 Act of 1964, the California Fair Employment and Housing Act, the California Family
7 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
8 California Business & Professions Code Section 17200 et seq., and any and all claims
9 arising under any federal, state or other governmental statute, law, regulation or
10 ordinance. Plaintiffs also waive and relinquish any and all claims, rights or benefits
11 that they may have under California Civil Code § 1542, which provides as follows:
12

13
14 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
15 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
16 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
17 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
18 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
19 ***OR RELEASED PARTY.***
20

21 Thus, notwithstanding the provisions of section 1542, and to implement a full and
22 complete release and discharge of Defendant, Plaintiffs expressly acknowledge this
23 Settlement Agreement is intended to include in its effect, without limitation, all claims
24 Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this
25 Settlement Agreement, and that this Settlement Agreement contemplates the
26 extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this
27
28

1 Settlement Agreement, including this waiver of California Civil Code section 1542, and
2 that Plaintiffs have consulted with or had the opportunity to consult with counsel of
3 Plaintiffs' choosing about this Settlement Agreement and specifically about the waiver
4 of section 1542, and that Plaintiffs understand this Settlement Agreement and the
5 section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Settlement
6 Agreement. Plaintiffs further acknowledge that Plaintiffs later may discover facts
7 different from or in addition to those Plaintiffs now know or believe to be true regarding
8 the matters released or described in this Settlement Agreement, and even so Plaintiffs
9 agree that the releases and agreements contained in this Settlement Agreement shall
10 remain effective in all respects notwithstanding any later discovery of any different or
11 additional facts. Plaintiffs expressly assume any and all risk of any mistake in
12 connection with the true facts involved in the matters, disputes, or controversies
13 released or described in this Settlement Agreement or with regard to any facts now
14 unknown to Plaintiffs relating thereto.
15

16
17 Notwithstanding this paragraph and/or any other language in this Agreement to the
18 contrary, nothing in this Agreement, including this paragraph and its section 1542
19 waiver, shall act as, or be construed as, a release by Plaintiff Desantis's individual
20 claims all of which are being released pursuant to separate individual settlement
21 agreements between Plaintiff Desantis and Defendant.
22

23
24 E. Amended Pleading: To facilitate the settlement, and review by the Court, the Parties
25 will stipulate to the filing of a First Amended Class Action Consolidated Complaint in
26 the matter of *Desantis* Action to incorporate the claims and factual allegations
27 asserted in the *Barnes* Action, as well as add Plaintiff Barnes as a named plaintiff and
28

1 Mehrdad Bokhour, Esq., of Bokhour Law Group, P.C., Joshua Falakassa, Esq. of
2 Falakassa Law P.C. as class counsel in the *Desanctis* Action. Thereafter, Plaintiff
3 Barnes will dismiss the *Barnes* Action, without prejudice. Upon the Court's entry of
4 an Order granting Final Approval of the Settlement, Plaintiff Barnes will, again,
5 dismiss his action, but with prejudice. The First Amended Complaint shall be in the
6 format reflected as **Exhibit B** hereto.
7

8 F. Conditions Precedent: This Settlement will become final and effective only upon the
9 occurrence of all of the following events:
10

- 11 1. The Court enters an order granting preliminary approval of the Settlement;
- 12
- 13 2. The Court enters an order granting final approval of the Settlement and a Final
14 Judgment; and
- 15
- 16 3. If an objector appears at the final approval hearing, the time for appeal of the
17 Final Judgment and Order Granting Final Approval of Class Action
18 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
19 any appeal from the Judgment and Order Granting Final Approval of Class
20 Action Settlement.
21

22 G. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
23 not preliminarily or finally approved by the Court, fails to become effective, or is
24 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
25 Defendant from obtaining a complete resolution of the Released Claims:
26
27
28

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Actions, including with respect to the issue of class certification.
4. The Parties shall equally share the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.
5. But if Defendant fails to fully fund the Gross Settlement Amount as provided for in this Agreement, Paragraphs III(G)(1)-(3) shall be true, but Defendant shall be solely responsible for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

H. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is

1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
2 Defendant from obtaining a complete resolution of the Released Claims, the
3 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
4 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
5 proceeding for any purpose or with respect to any issue, substantive or procedural.
6

7 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
8 effect of the payments in this Agreement, and Class Members and/or Aggrieved
9 Employees are not relying on any statement or representation by the Parties in this
10 regard. Class Members and/or Aggrieved Employees understand and agree that they
11 will be responsible for the payment of any taxes and penalties assessed on the
12 Individual Settlement Payments and/or Aggrieved Employees' individual shares of the
13 PAGA Settlement described and will be solely responsible for any penalties or other
14 obligations resulting from their personal tax reporting of Individual Settlement
15 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.
16
17

18 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
19 the "acknowledging party" and each Party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
21 of this Agreement, and no written communication or disclosure between or among the
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
23 such communication or disclosure constitute or be construed or be relied upon as, tax
24 advice within the meaning of United States Treasury Department circular 230 (31 CFR
25 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
26 her or its own, independent legal and tax counsel for advice (including tax advice) in
27
28

1 connection with this Agreement, (b) has not entered into this Agreement based upon
2 the recommendation of any other Party or any attorney or advisor to any other Party,
3 and (c) is not entitled to rely upon any communication or disclosure by any attorney
4 or adviser to any other party to avoid any tax penalty that may be imposed on the
5 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
6 any limitation that protects the confidentiality of any such attorney's or adviser's tax
7 strategies (regardless of whether such limitation is legally binding) upon disclosure by
8 the acknowledging party of the tax treatment or tax structure of any transaction,
9 including any transaction contemplated by this Agreement.
10

11
12 K. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file with
13 the Court a motion for order granting preliminary approval and supporting papers,
14 which shall include this Settlement Agreement. Plaintiffs will provide Defendant with
15 a draft of the motion at least three (3) business days prior to the filing of the motion to
16 give Defendant an opportunity to propose changes or additions to the motion.
17

18 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
19 establishing and administering the QSF; calculating, processing and mailing payments
20 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
21 mailing the Notice Packets to the Class Members as directed by the Court; receiving
22 and reporting the objections and requests for exclusion; calculating, deducting and
23 remitting all legally required taxes from Individual Settlement Payments and
24 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
25 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
26 Settlement; processing and mailing tax payments to the appropriate state and federal
27
28

1 taxing authorities; providing declaration(s) as necessary in support of preliminary
2 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
3 or the Court orders the Settlement Administrator to perform. The Settlement
4 Administrator shall keep the Parties timely apprised of the performance of all
5 Settlement Administrator responsibilities by among other things, sending a weekly
6 status report to the Parties' counsel stating the date of the mailing, the of number of
7 Elections Not to Participate in Settlement it receives (including the numbers of valid
8 and deficient), and number of objections received.

10
11 M. Notice Procedure.

12 1. Class Data. No later than ten (10) business days after the Preliminary
13 Approval Date, Defendant shall provide the Settlement Administrator with the
14 Class Data for purposes of preparing and mailing Notice Packets to the Class
15 Members.

16
17 2. Notice Packets.

18
19 a) The Notice Packet shall contain the Notice of Class Action Settlement
20 in a form substantially similar to the form attached as **Exhibit A**. The
21 Notice of Class Action Settlement shall inform Class Members and
22 Aggrieved Employees that they need not do anything in order to
23 receive an Individual Settlement Payment and/or Aggrieved
24 Employees' individual shares of the PAGA Settlement and to keep the
25 Settlement Administrator apprised of their current mailing address, to
26 which the Individual Settlement Payments and/or Aggrieved
27

1 Employees' individual shares of the PAGA Settlement will be mailed
2 following the Funding Date. The Notice of Class Action Settlement
3 shall set forth the release to be given by all members of the Class who
4 do not request to be excluded from the Settlement Class and/or
5 Aggrieved Employees' in exchange for an Individual Settlement
6 Payment and/or Aggrieved Employees Payment, the number of
7 Workweeks worked by each Class Member during the Class Period
8 and the number of Pay Periods worked by the employee during the
9 PAGA Period, if any, and the estimated amount of their Individual
10 Settlement Payment if they do not request to be excluded from the
11 Settlement and each Aggrieved Employee's share of the PAGA
12 Settlement, if any. The Settlement Administrator shall use the Class
13 Data to determine Class Members' Workweeks and PAGA Pay
14 Periods. The Notice will also advise the Aggrieved Employees that
15 they will release the Released PAGA Claims and will receive their
16 share of the PAGA Settlement regardless of whether they request to
17 be excluded from the Settlement.
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- 21 b) The Notice Packet's mailing envelope shall include the following
22 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
23 ENTITLED TO PARTICIPATE IN A CLASS ACTION
24 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
25 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
26 NOTICE."
27
28

1 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
2 the Settlement Administrator will perform a search based on the National
3 Change of Address Database to update and correct any known or identifiable
4 address changes. No later than fourteen (14) calendar days after receiving the
5 Class Data from Defendant, the Settlement Administrator shall mail and email
6 copies of the Notice Packet to all Class Members via regular First-Class U.S.
7 Mail and electronic mail. The Settlement Administrator shall exercise its best
8 judgment to determine the current mailing address for each Class Member.
9 The address identified by the Settlement Administrator as the current mailing
10 address shall be presumed to be the best mailing address for each Class
11 Member.
12 Member.

13
14 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be
16 re-mailed to any forwarding address provided. If no forwarding address is
17 provided, the Settlement Administrator shall promptly attempt to determine a
18 correct address by lawful use of skip-tracing, or other search using the name,
19 address and/or Social Security number of the Class Member involved, and
20 shall then perform a re-mailing, if another mailing address is identified by the
21 Settlement Administrator. In addition, if any Notice Packets, which are
22 addressed to Class Members who are currently employed by Defendant, are
23 returned to the Settlement Administrator as non-delivered and no forwarding
24 address is provided, the Settlement Administrator shall notify Defendant.
25 Defendant will request that the currently employed Class Member provide a
26 corrected address and transmit to the Administrator any corrected address
27 corrected address and transmit to the Administrator any corrected address
28 corrected address

provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments or Aggrieved Employee Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the number of Workweeks or PAGA Pay Periods to provide documentation and/or an explanation to show contrary information. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the request for exclusion by the

1 Response Deadline. The written request for exclusion must state that the Class
2 Member wishes to exclude themselves from the Settlement and (1) must
3 contain the name, address, and the last four digits of the Social Security
4 number of the person requesting exclusion; (2) must be signed by the Class
5 Member; and (3) must be postmarked or fax stamped by the Response
6 Deadline and returned to the Settlement Administrator at the specified address
7 or fax telephone number. The request for exclusion will not be valid if it is
8 not timely submitted, if it is not signed by the Class Member, or if it does not
9 contain the name and address and last four digits of the Social Security number
10 of the Class Member. The date of the postmark on the mailing envelope or
11 fax stamp on the request for exclusion shall be the exclusive means used to
12 determine whether the request for exclusion was timely submitted. Any Class
13 Member who submits a timely request for exclusion shall be excluded from
14 the Settlement Class will not be entitled to an Individual Settlement Payment
15 and will not be otherwise bound by the terms of the Settlement or have any
16 right to object, appeal or comment thereon. However, any Class Member that
17 submits a timely request for exclusion that is also a member of the Aggrieved
18 Employees will still receive his/her pro rata share of the PAGA Settlement, as
19 specified below, and in consideration, will be bound by the Release by the
20 Aggrieved Employees as set forth herein. Settlement Class Members who fail
21 to submit a valid and timely request for exclusion on or before the Response
22 Deadline shall be bound by all terms of the Settlement and any final judgment
23 entered in this action if the Settlement is approved by the Court. No later than
24 fourteen (14) calendar days after the Response Deadline, the Settlement
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1 Administrator shall provide counsel for the Parties with a final list of the Class
2 Members who have timely submitted timely request for exclusion. At no time
3 shall any of the Parties or their counsel seek to solicit or otherwise encourage
4 members of the Class to submit Requests for Exclusion from the Settlement.
5

- 6 8. Objections. The Notice of Class Action Settlement contained in the Notice
7 Packet shall state that Class Members who wish to object to the Settlement
8 may submit to the Settlement Administrator a written statement of objection
9 (“Notice of Objection”) by the Response Deadline. The postmark date of
10 mailing shall be deemed the exclusive means for determining that a Notice of
11 Objection was served timely. The Notice of Objection must be signed by the
12 Settlement Class Member and state: (1) the case name and number; (2) the
13 name of the Settlement Class Member; (3) the address of the Settlement Class
14 Member; (4) the last four digits of the Settlement Class Member’s Social
15 Security number; (5) the basis for the objection; and (6) if the Settlement Class
16 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
17 Class Members who fail to make objections in writing in the manner specified
18 above may still make their objections orally at the Final Approval/Settlement
19 Fairness Hearing with the Court’s permission. Settlement Class Members will
20 have a right to appear at the Final Approval/Settlement Fairness Hearing to
21 have their objections heard by the Court. At no time shall any of the Parties
22 or their counsel seek to solicit or otherwise encourage Class Members to file
23 or serve written objections to the Settlement or appeal from the Order and
24 Final Judgment. Class Members who submit a written request for exclusion
25
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27
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1 may not object to the Settlement. Class Members may not object to the PAGA
2 Settlement

3
4 N. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
5 the Gross Settlement Amount on or before the Funding Date, plus any employer's
6 share of payroll taxes as mandated by law within the time specified herein.

7
8 1. Calculation of Individual Settlement Payments. Individual Settlement
9 Payments shall be paid from the Net Settlement Amount and shall be paid
10 pursuant to the formula set forth herein. Using the Class Data, the Settlement
11 Administrator shall add up the total number of Workweeks for all Class
12 Members. The respective Workweeks for each Class Member will be divided
13 by the total Workweeks for all Class Members, resulting in the Payment Ratio
14 for each Class Member. Each Class Member's Payment Ratio will then be
15 multiplied by the Net Settlement Amount to calculate each Class Member's
16 estimated Individual Settlement Payments. Each Individual Settlement
17 Payment will be reduced by any legally mandated employee tax withholdings
18 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
19 Members who submit valid and timely requests for exclusion will be
20 redistributed to Settlement Class Members who do not submit valid and timely
21 requests for exclusion on a pro rata basis based on their respective Payment
22 Ratios.

23
24
25 2. Calculation of Aggrieved Employee Payments. Using the Class Data, the
26 Settlement Administrator shall add up the total number of PAGA Pay Periods
27 for all Aggrieved Employees during the PAGA Period. The respective PAGA
28

1 Pay Periods for each Aggrieved Employee will be divided by the total PAGA
2 Pay Periods for all Aggrieved Employees, resulting in the PAGA Payment
3 Ratio for each Aggrieved Employee. Each Aggrieved Employee's PAGA
4 Payment Ratio will then be multiplied by \$4,000 to calculate each Aggrieved
5 Employee Payment.
6

7 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
8 Settlement Payments shall be allocated and treated as follows: 20% as wages
9 ("Wage Portion") and 80% as penalties and interest ("Non-Wage Portion").
10 The Wage Portion is subject to wage withholdings and shall be reported on
11 IRS Form W-2. The Non-Wage Portion shall not be subject to wage
12 withholdings and shall be reported on IRS Form 1099.
13

14 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
15 Employee Payments shall be allocated and treated as 100% penalties and shall
16 be reported on IRS Form 1099.
17

18 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
19 individual shares of the PAGA Settlement made to Settlement Class Members
20 and/or Aggrieved Employees under this Settlement Agreement, as well as any
21 other payments made pursuant to this Settlement Agreement, will not be
22 utilized to calculate any additional benefits under any benefit plans to which
23 any Class Members may be eligible, including, but not limited to profit-
24 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
25 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
26 Parties' intention that this Settlement Agreement will not affect any rights,
27
28

1 contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3
4 6. All monies received by Settlement Class Members under the Settlement which
5 are attributable to wages shall constitute income to such Settlement Class
6 Members solely in the year in which such monies actually are received by the
7 Settlement Class Members. It is the intent of the Parties that Individual
8 Settlement Payments and individual Aggrieved Employee Payments provided
9 for in this Settlement agreement are the sole payments to be made by Defendant
10 to Settlement Class Members and/or Aggrieved Employees in connection with
11 this Settlement Agreement, with the exception of Plaintiffs, and that the
12 Settlement Class Members and/or Aggrieved Employees are not entitled to any
13 new or additional compensation or benefits as a result of having received the
14 Individual Settlement Payments and/or their shares of the PAGA Settlement.
15

16
17 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
18 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
19 and/or Aggrieved Employees last known mailing address no later than fifteen
20 (15) calendar days after Funding Date.
21

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employee does not cash his or her settlement check within 90 days,
26 the Settlement Administrator will send a letter to such persons, advising that
27 the check will expire after the 180th day, and invite that Settlement Class
28

1 Member and/or Aggrieved Employee to request reissuance in the event the
2 check was destroyed, lost or misplaced. In the event an Individual Settlement
3 Payment and/or Aggrieved Employee's individual share of the PAGA
4 Settlement check has not been cashed within one hundred and eighty (180)
5 days, all funds represented by such uncashed checks, plus any interest accrued
6 thereon, shall be transmitted to the Controller of the State of California to be
7 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
8 *et seq.*, in the names and corresponding amounts associated with each Class
9 Member and/or Aggrieved Employee whose check(s) are cancelled.
10

- 11
- 12 9. Class Representative Service Awards. In addition to the Individual Settlement
13 Payment and their individual share of the PAGA Settlement to be paid to
14 Plaintiffs, Plaintiffs will apply to the Court for an award of not more than
15 \$10,000.00 each, as the Class Representative Service Awards. Defendant
16 does not presently intend to oppose Class Representative Service Awards of
17 not more than \$10,000.00 for each Plaintiff. In the event the Court reduces or
18 does not approve of the requested Service Award payments, Plaintiffs shall
19 not have the right to revoke the settlement and it will remain binding. Plaintiffs
20 each retain the right to appeal any denial of a requested Service Award. The
21 Settlement Administrator shall pay the Class Representative Service Awards,
22 either in the amount stated herein if approved by the Court or some other
23 amount as approved by the Court, to Plaintiffs from the Gross Settlement
24 Amount no later than fifteen (15) calendar days after the Funding Date. Any
25 portion of the requested Class Representative Service Awards that are not
26 awarded to the Class Representatives shall be part of the Net Settlement
27
28

1 Amount and shall be distributed to Settlement Class Members as provided in
2 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
3 — MISC to Plaintiffs for their Class Representative Service Awards.
4 Plaintiffs shall be solely and legally responsible to pay any and all applicable
5 taxes on their Class Representative Service Awards and shall hold harmless
6 the Defendant from any claim or liability for taxes, penalties, or interest
7 arising as a result of the Class Representative Service Awards. The Class
8 Representative Service Awards shall be in addition to Plaintiffs' Individual
9 Settlement Payment as a Settlement Class Member. Approval of this
10 Settlement shall not be conditioned on Court approval of the requested amount
11 of the Class Representative Service Award. In the event that the Court reduces
12 or does not approve the requested Class Representative Service Award,
13 Plaintiffs shall not have the right to revoke the Settlement, and it will remain
14 binding.
15
16

- 17
18 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
19 attorneys' fees not to exceed one-third of the Gross Settlement Amount
20 currently estimated to be \$124,166.66 plus costs and expenses supported by
21 declaration not to exceed Twenty Thousand Dollars (\$20,000), from the Gross
22 Settlement Amount will be filed. Any portion of the requested Class Counsel
23 Award that is not awarded to Class Counsel shall be part of the Net Settlement
24 Amount and shall be distributed to Settlement Class Members as provided in
25 this Agreement. The Settlement Administrator shall allocate and pay the
26 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
27 later than fifteen (15) calendar days after the Funding Date. Class Counsel
28

1 shall be solely and legally responsible to pay all applicable taxes on the
2 payment made pursuant to this paragraph. The Settlement Administrator shall
3 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
4 pursuant to this paragraph. In the event that the Court reduces or does not
5 approve the requested Class Counsel Award, Plaintiffs and Class Counsel
6 shall not have the right to revoke the Settlement, or to appeal such order, and
7 the Settlement will remain binding.
8

- 9
- 10 11. PAGA Settlement. Sixteen Thousand Dollars (\$16,000) shall be allocated
11 from the Gross Settlement Amount to the “PAGA Settlement.” The
12 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
13 Settlement (\$12,000.00) to the California Labor and Workforce Development
14 Agency no later than twenty-five (25) calendar days after the Funding Date
15 (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement
16 (\$4,000.00) will be distributed to the Aggrieved Employees as Aggrieved
17 Employee Payments as described in this Agreement. In the event that the
18 Court alters or otherwise does not approve the amount allocated to the PAGA
19 Settlement in this Agreement, the Parties agree that the Gross Settlement
20 Amount will not be affected and any additional amount attributed to the
21 PAGA Settlement will come from the Net Settlement Amount or any
22 reduction in the amount attributed to the PAGA Settlement will be added to
23 the Net Settlement Amount and Plaintiffs and Class Counsel shall not have
24 the right to revoke the Settlement, or to appeal such order, and the Settlement
25 will remain binding.
26
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12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$5,000. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a motion for order granting final approval and entering judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Awards, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiffs will provide Defendant with a draft of the motion at least three (3) business days prior to the filing of the motion to give Defendant an opportunity to propose changes or additions to the motion

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs' motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Settlement Administration Costs, and any other

1 information as the Parties mutually agree or the Court orders the Settlement
2 Administrator to provide.

3
4 2. Final Approval Order and Judgment. Class Counsel shall present a proposed
5 order granting final approval of class action settlement to the Court for its
6 approval, and Judgment thereon, at the time Class Counsel files the Motion
7 for Final Approval.
8

9 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
10 an opportunity for Counsel for Defendant to review the motions for preliminary and
11 final approval, including the proposed order granting final approval of class action
12 settlement, and Judgment before filing with the Court. The Parties and their counsel
13 will cooperate with each other and use their best efforts to effect the Court's approval
14 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
15 Judgment.
16

17 O. Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts to implement the Settlement.
19

20 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
21 except such proceedings necessary to implement and complete the Settlement, pending
22 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
23

24 Q. Amendment or Modification. This Agreement may be amended or modified only by
25 a written instrument signed by counsel for all Parties or their successors-in-interest.
26
27
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1 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
2 Agreement among these Parties, and no oral or written representations, warranties or
3 inducements have been made to any Party concerning this Agreement or its Exhibit
4 other than the representations, warranties and covenants contained and memorialized
5 in this Agreement and its Exhibit.
6

7 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
8 represent they are expressly authorized by the Parties whom they represent to negotiate
9 this Agreement and to take all appropriate action required or permitted to be taken by
10 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
11 documents required to effectuate the terms of this Agreement. The persons signing
12 this Agreement on behalf of Defendant represents and warrants that he/she is
13 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
14 warrant that they are authorized to sign this Agreement and that they have not assigned
15 any claim, or part of a claim, covered by this Settlement to a third-party.
16
17

18 T. No Public Comment: The Parties and their counsel agree that they will not issue any
19 press releases, initiate any contact with the press, respond to any press inquiry, or have
20 any communication with the press about the fact, amount or terms of the Settlement
21 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
22 of its terms for any marketing or promotional purposes. Nothing herein will restrict
23 Class Counsel from including publicly available information regarding this settlement
24 in future judicial submissions regarding Class Counsel's qualifications and experience.
25 Further, Class Counsel will not include, reference, or use the Settlement Agreement
26 for any marketing or promotional purposes, either before or after the Motion for
27
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1 Preliminary Approval is filed. Nothing herein or in the individual settlement
2 agreements between Plaintiff Desanctis and Defendant shall prevent Plaintiff
3 Desanctis from disclosing the terms of the individual settlement to the Court, upon the
4 Court's request, in an effort to seek and obtain approval of this Settlement.
5

6 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
7 to the benefit of, the successors or assigns of the Parties, as previously defined.
8

9 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
10 shall be governed by and interpreted according to the laws of the State of California.
11

12 W. Counterparts. This Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them shall be deemed to be one and the same
14 instrument provided that counsel for the Parties to this Agreement shall exchange
15 among themselves copies or originals of the signed counterparts.
16

17 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
18 is a fair, adequate and reasonable settlement of these Actions and have arrived at this
19 Settlement after extensive arms-length negotiations, taking into account all relevant
20 factors, present and potential.
21

22 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
23 respect to the interpretation, implementation and enforcement of the terms of this
24 Agreement and all orders and judgments entered in connection therewith, and the
25 Parties and their counsel submit to the jurisdiction of the Court for purposes of
26 interpreting, implementing and enforcing the settlement and all orders and judgments
27 entered in connection with this Agreement.
28

1 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Court shall first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this
4 Agreement valid and enforceable.

5
6 AA. No Unalleged Claims. Plaintiffs and Class Counsel represent that, except for Plaintiff
7 Desanctis's individual claims, which are covered in their individual settlement
8 agreement, they do not currently intend to pursue any claims against the Defendant,
9 including, but not limited to, any and all claims relating to or arising from Plaintiffs'
10 employment with Defendant, regardless of whether Class Counsel is currently aware
11 of any facts or legal theories upon which any claims or causes of action could be
12 brought against Defendant, including those facts or legal theories alleged in the
13 operative complaints in the Actions. The Parties further acknowledge, understand and
14 agree that this representation is essential to the Agreement and that this Agreement
15 would not have been entered into were it not for this representation.

16
17
18 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
19 certification for purposes of this settlement only.

20
21 CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
22 Released Claims have merit and give rise to liability on the part of Defendant.
23 Defendant claims that the Released Claims have no merit and do not give rise to
24 liability. This Agreement is a compromise of disputed claims. Nothing contained in
25 this Agreement and no documents referred to and no action taken to carry out this
26 Agreement may be construed or used as an admission by or against the Defendant or
27 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other
28

1 than as may be specifically set forth herein, each Party shall be responsible for and
2 shall bear its/their own attorney's fees and costs.

3
4 DD. Confidentiality. Class Counsel agrees that it will not initiate or contact or have any
5 communications with putative Class Members during the Settlement approval process.
6 Nothing will prevent Class Counsel from responding to inquiries from putative Class
7 Members. For its part, Defendant agrees it shall not discourage putative Class
8 Members from participating in the Settlement and shall refer any questions to the
9 Claims Administrator. No public comment, communications to media, or any form of
10 advertising or public announcement (including social media) regarding the case shall
11 be made by Plaintiffs or Class Counsel at any time. Prior to filing of the Motions for
12 Preliminary and Final Approval, Class Counsel shall not discuss the terms of the
13 settlement or the negotiations leading to settlement with any person other than the
14 Plaintiffs and Class Administrator. Nothing herein or in the individual settlement
15 agreement between Plaintiff Desantis and Defendant shall prevent Plaintiff Desantis
16 from disclosing the terms of the individual settlement to the Court, upon the Court's
17 request, in an effort to seek and obtain approval of this Settlement.
18
19

20 EE. Individual Settlement Agreement. The Parties have separately entered into an
21 individual settlement agreement and general release of Plaintiff Desantis derivative
22 individual claims (Case Number RCI-CM-827567) for damages and penalties that are
23 outside the scope of this Settlement. Plaintiff Desantis shall separately receive
24 payment from Defendant in accordance with a separate individual settlement
25 agreement, which shall be confidential, except to the extent that disclosure of such
26
27
28

individual settlement agreement is necessary in order to secure the Court's approval of
this Agreement.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: Nov 21, 2022


Dino de Sanctis (Nov 21, 2022 16:20 PST)

DINO DESANCTIS

DATED: 12/20/2022


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TYRONE BARNES

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

DOUGLAS PRODUCTS AND PACKAGING
COMPANY, LLC

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: November 22, 2022

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiffs and the Settlement Class
Members

DATED: November 22, 2022

ZAKAY LAW GROUP, APLC

1 individual settlement agreement is necessary in order to secure the Court's approval of
2 this Agreement.
3

4 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:
5

6 DATED: _____
7

DINO DESANCTIS

8 DATED: _____
9

TYRONE BARNES

10
11 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:
12

13 DATED: _____
14

15 
DOUGLASS PRODUCTS AND PACKAGING
COMPANY, LLC

16 Chris Bridgnell
17 Printed Name

18 Chief Financial Officer
19 Title

20 IT IS SO AGREED AS TO FORM BY COUNSEL:
21

22 DATED: _____
23

JCL LAW FIRM, A.P.C.

24 By: _____
25

Attorneys for Plaintiffs and the Settlement Class
26 Members
27

28 DATED: _____

ZAKAY LAW GROUP, APLC

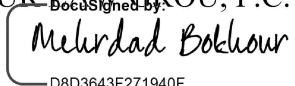
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By: 

Attorneys for Plaintiffs and the Settlement Class
Members

DATED: 12/20/2022

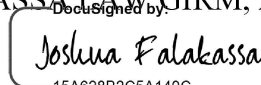
BOKHOUR LAW GROU, P.C.

By: 
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Attorneys for Plaintiffs and the Settlement Class
Members

DATED: 12/20/2022

FALAKASSA LAW GIRM, APC

By: 
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Attorneys for Plaintiffs and the Settlement Class
Members

DATED: _____

HUSCH BLACKWELL, LLP

By: _____

Attorneys for Defendant

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By: 

Attorneys for Plaintiffs and the Settlement Class
Members

BOKHOUR LAW GROU, P.C.

By: _____

Attorneys for Plaintiffs and the Settlement Class
Members

FALAKASSA LAW GIRM, APC

By: _____

Attorneys for Plaintiffs and the Settlement Class
Members

HUSCH BLACKWELL, LLP

By: 

Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Desanctis v. Douglas Products & Packaging, LLC, Contra Costa County Superior Court
Case No. C21-01874)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved or you may appear at the final hearing on [INSERT DATE] at [INSERT TIME] either in person or remotely. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Contra Costa (the “Court”) has been reached between Plaintiffs Dino Desanctis (“Plaintiff *Desanctis*”) and Tyrone Barnes (“Plaintiff *Barnes*”) (collectively Plaintiffs”) and Defendant Douglas Products & Packaging, LLC, a Missouri Limited Liability Company (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period..

The “Class Period” is the period of time running from September 8, 2017 to May 23, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On September 8, 2021, Plaintiff *Desanctis* filed a Complaint against Defendant in the Superior Court of the State of California, County of Contra Costa (“*Desanctis* Action”). Plaintiff *Desanctis* asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order ; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.* On XX, Plaintiff *Desanctis* filed a First Amended Complaint incorporating the claims and factual allegations asserted Barnes Action as well as adding Tyrone Barnes as a named Plaintiff in the *Desanctis* Action.

On February 18, 2022, Plaintiff *Barnes* filed a Complaint against Defendant in the Superior Court of the State of California County of Contra Costa (“*Barnes* Action”). Plaintiff *Barnes* asserted claims that Defendant: (1) Failed to pay all minimum wages; (2) Failed to pay all overtime wages; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; and (7) Unfair Competition.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On May 23, 2022, the Parties participated in an all-day mediation with David Rotman, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a settlement after both sides agreed to a Mediator’s proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Bokhour Law Group, P.C., and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Seventy-Two Thousand Five Hundred Dollars (\$372,500) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiffs.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$124,166.66) and a Class Counsel Litigation Expenses Payment of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments of up to Ten Thousand Dollars (\$10,000) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$16,000 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$12,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$4,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between June 29, 2020 to May 23, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 20% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all class claims alleged in the operative complaint, or that reasonably could have been alleged based on the facts alleged in the operative complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Release by the Aggrieved Employees. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all PAGA claims alleged in the operative complaint and Plaintiffs' PAGA notice(s) submitted to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period (September 8, 2017 to May 23, 2022).

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> PAGA Pay Periods worked during the PAGA Period (June 29, 2020 to May 23, 2022).

Based on this information, your estimated Individual Aggrieved Employee is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Desantis v. Douglas Products and Packaging Company, LLC, Contra Costa County Superior Court, Case No. C21-01874***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive , Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
[Website: www. zakaylaw.com](http://www.zakaylaw.com)

Counsel for Defendant:

Andrew J. Weissler
Husch Blackwell, LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 6315
Tel.: (314) 480-1500
Fax: (314) 480-1505
E-Mail: aj.weissler@huschblackwell.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** , at the Contra Costa County Superior Court, Dept. 39, located at 725 Court Street, Martinez, CA 94553 before Judge Edward G. Weil. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Desantis v. Douglas Products and Packaging Company, LLC, Contra Costa County Superior Court, Case No. C21-01874***, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- In the event an Individual Settlement Payment and/or Individual Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California Code of Civil Procedure § 384 as follows: transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled.