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Attorneys for Plaintiff, the Class, and Aggrieved Employees
(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

DIEN TRUONG, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

DS SERVICES OF AMERICA, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: FCS054399

[Assigned to the Hon. E. Bradley Nelson, Dept. 4]

**DECLARATION OF DENNIS S. HYUN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 29, 2021

Time: 9:00 a.m.

Dept.: 4

ADDITIONAL ATTORNEYS

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Attorneys for Plaintiff, the Class, and Aggrieved Employees

1 I, Dennis S. Hyun, hereby declare and state as follows:

2 1. I am an attorney at law duly admitted to practice before all courts in the State of
3 California and am a member of the law firm of the Hyun Legal, APC, one of the attorneys of
4 record for Plaintiff Dien Truong (“Plaintiff”), in the above entitled action.

5 2. I have personal knowledge of the matters set forth herein, and if called upon as a
6 witness to testify thereto, I could and would competently do so.

7 3. I am one of the primary attorneys on this matter. My qualifications are as
8 follows: I received my JD from Loyola Law School in 2002. I was named to the Dean’s Honor
9 List from 2000-2002. During law school, I was a Senior Research Editor for Loyola
10 International & Comparative Law Review. I was also a research assistant for Professor
11 Levenson, an extern at the U.S. District Court for the Honorable Audrey B. Collins, and a clerk
12 at the U.S. Attorney’s Office, Criminal Division. I also served as a summer law clerk at the
13 white-collar criminal defense firm, Lightfoot, Vandeveld, *et al.*, which became part of Crowell
14 & Moring LLP. Upon graduation from law school, I served as a research attorney in the Los
15 Angeles County Superior Court for the Hon. J. Stephen Czuleger, the Hon. Owen Lee Kwong,
16 the Hon. Laurie D. Zelon, and the Hon. Joanne B. O’Donnell. After my clerkship ended, I
17 practiced as a labor and employment associate for the next 8 years, including most recently as a
18 senior associate at Seyfarth Shaw LLP, one of the most prestigious labor and employment law
19 firms in the country, as well as DLA Piper LLP (US), the largest law firm in the world, and
20 Morgan, Lewis & Bockius LLP. I am currently a shareholder in the law firm Hyun Legal, APC.

21 4. My primary practice has been employment law throughout my entire private
22 career. I have handled a number of wage and hour matters including class actions and individual
23 actions, on behalf of plaintiffs and defendants. I have a practice that encompasses cases in the
24 Orange County Superior Courts, the Los Angeles County Superior Courts, the San Diego County
25 Superior Courts, the United States District Courts for the Southern, Central, Northern and
26 Eastern Districts of California, the California Court of Appeal, and the Ninth Circuit.

27 5. I have served as Class Defense Counsel in a number of wage and hour class
28 actions, including but not limited to: *Bradley v. Networkers Int’l, LLC*, 211 Cal. App. 4th

1 1129 (2012); *Chiu v. Citrix Systems, Inc.*, C.D. Cal. Case No. SACV11-01121 DOC (RNBx);
2 *Hodge v. Aon Insurance*, Los Angeles Sup. Ct. Case No. BC 265725; *Hoyng v. Aon Insurance*,
3 Los Angeles Sup. Ct. Case No. BC 377184; *Jimenez v. Allstate Ins. Co.*, C.D. Cal. Case No.
4 CV10-08486 JAK (FFMx); *Marino v. BP West Coast Products*, Los Angeles Sup. Ct. Case No.
5 BC 357987; *McEntee v. Ryland Homes*, Los Angeles Sup. Ct. Case No. BC 390868; *McKinstry*
6 *v. Accenture*, C.D. Cal. Case No. SACV11-1335 DOC (ANx); *Munoz v. Decron Properties*, Los
7 Angeles Sup. Ct. Case No. BC387644; and *Rodriguez v. BP West Coast Products*, Los Angeles
8 Sup. Ct. Case No. BC 350736. As defense counsel, I have taken over 50 class member and
9 individual/representative plaintiff depositions. I have drafted class certification and
10 decertification papers, including in *Bradley*, which was initially affirmed by the Court of Appeal,
11 but reversed pursuant to *Brinker v. Superior Court*, 53 Cal. 4th 1003 (2012).

12 6. Currently, I am and/or was lead plaintiff's counsel in the following wage and hour
13 class or representative actions: *Asad v. Chevron Stations, Inc.*, Los Angeles Sup. Ct. Case No.
14 BC470198; *Barrera v. Home Depot (USA), Inc.*, N.D. Cal. Case No.: C 12 5199 LHK (HRL);
15 *Bararsani v. Coldwell Banker*, Los Angeles Sup. Ct. Case No. BC495767; *Barreras v. Michaels*
16 *Stores, Inc.*, N.D. Cal. Case No. C12-04474 PJH; *Brown v. CVS Pharmacy, Inc.*, C.D. Cal. Case
17 No. 2:15-cv-07631-PSG-PJW; *Chatman v. RMI Int'l, Inc.*, Los Angeles Sup. Ct. Case No. BC
18 495755; *Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC; *Dynabursky v.*
19 *AlliedBarton, LLC, et al.*, C.D. Cal. Case No. 8:12-cv-02210-JLS-RNB; *Gonzales v. Wells Fargo*
20 *Bank, N.A.*, Los Angeles Sup. Ct. Case No. BC502826; *Lao v. H&M Hennes & Mauritz*, N.D. Cal.
21 Case No. 5:16-cv-333 EJD; *Lee v. The Pep Boys Manny Moe & Jack of California*, Los Angeles
22 Sup. Ct. Case No. BC 496075; *Magadia v. Wal-Mart Assocs.*, N.D. Cal. Case No. 5:17-cv-00062-
23 LHK; *Naranjo v. Bank of America, N.A.*, N.D. Cal. Case No. C 14-02748 LHK; *Ortegon-Ramirez*
24 *v. Cedar Fair*, Santa Clara Sup. Ct. Case No. 1-13-CV-254098; *Pace v. PetSmart, Inc.*, C.D. Cal.
25 Case No. SACV13-500 DOC; *Rodriguez v. NIKE Retail Services, Inc.*, N.D. Cal. Case No. 5:14-
26 CV-1508 BLF; *Stafford v. Brink's, Incorporated*, Case No. CV 14-01352 MWF (PLAx) and *Vass*
27 *v. Gardner Trucking*, San Joaquin Sup. Ct. Case No. 39-2013-294819-CU-OE-STK. Additionally,
28 in *Chavez*, Case No. 15-cv-03746-NC, *Dynabursky* Case No. 8:12-cv-02210-JLS-RNB, *Pace*,

1 Case No. SACV13-500 DOC, *Rodriguez*, Case No. 5:14-CV-1508 BLF, *Stafford*, Case No. 14-
2 01352 MWF (PLAx), *Gonzales*, Los Angeles Sup. Ct. Case No. BC502826, and *Magadia*, Case
3 No. 5:17-cv-00062-LHK, I was certified as class counsel pursuant to the plaintiff's motion for
4 class certification. Further, in *Stafford* and *Magadia*, we tried these certified class claims via
5 bench trial and prevailed. In *Magadia*, we obtained a \$102 million judgment for the class against
6 Walmart. Moreover, I have been approved as class counsel in connection with numerous class
7 settlements.

8 7. Each side has apprised the other of their respective factual contentions, legal
9 theories and defenses, resulting in extensive arms' length negotiations taking place among the
10 Parties. Based on their own independent investigation and evaluation, the Parties and their
11 respective counsel are of the opinion that the Settlement for the consideration and on the terms
12 set forth in the Class Action Settlement Agreement are fair, reasonable, and adequate and the
13 settlement is in the best interests of the Class and Defendant in light of all known circumstances
14 and the expenses and risks inherent in litigation. Although Plaintiff believes in the merits of the
15 alleged claims and maintains that there is no reason for reducing penalties under the Private
16 Attorneys General Act (the "PAGA"), Plaintiff is aware that Defendant may raise defenses on
17 the reduction of PAGA penalties and that these arguments could be persuasive to the Court.
18 Thus, even if Plaintiff were to successfully prove his claims at trial, there is a possibility that the
19 Court may only award a small percentage of the maximum PAGA penalties, as the Court has
20 discretion to do so. The Gross Fund Value was premised with these risks in mind associated
21 with the possibility of the Court denying class certification, refusing to award waiting time
22 penalties, and significantly reducing Plaintiff's PAGA penalties, along with other attendant risks.

23 8. Plaintiff also believes in the fairness of the settlement that is based on factoring in
24 the uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of
25 action or theories alleged in the operative Complaint, the possibility of appeals.

26 9. Plaintiff and Plaintiff's counsel are adequate representatives in that they have no
27 conflicts with the class and will adequately represent the class.

28 10. On February 20, 2020, Plaintiff filed a Class Action Complaint in the Superior

1 Court of the State of California for the County of Solano. The Complaint alleges the following
2 claims: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, and
3 1197.1; (2) failure to provide rest breaks in violation of Labor Code sections 226.2 and 226.7. (3)
4 failure to provide accurate itemized wage statements in violation of Labor Code section 226(a);
5 (4) violation of Business and Professions Code section 17200 *et seq.* for unfair business
6 practices.

7 11. On March 26, 2020, Plaintiff filed a First Amended Complaint which added a
8 cause of action under the PAGA, seeking Labor Code penalties on behalf of the State of
9 California and Defendant's non-exempt California employees.

10 12. Since the filing of the Complaint, the Parties engaged in formal and informal
11 discovery, including the production of payroll records for the Class, after which the Parties
12 agreed to mediate the case. On December 1, 2020, the Parties participated in a full-day
13 mediation with mediator Michael E. Dickstein, Esq., wherein the Parties and their counsel agreed
14 to settle this action in its entirety. In connection with the mediation, Defendant produced data,
15 including payroll records for the Class, which allowed Plaintiff to conduct a full damage
16 analysis. Based on the class data provided by Defendant, Plaintiff estimated that Defendant
17 would face liability in the amount of approximately \$2.7 million if Plaintiff prevailed on his class
18 and representative claims. This number is based upon Plaintiff's analysis of the payroll records
19 of the putative class. Specifically, Plaintiff calculated this amount based on the following
20 breakdowns for each class and PAGA claim:

21	Minimum wages principal damages	\$252,266.27
22	Minimum wages PAGA penalties	\$608,100.00
23	Rest break minimum wage principal	\$263,979.33
24	damages (unpaid wages)	
25	Rest break premium wages	\$395,969.00
26	Rest break PAGA penalties	\$608,100.00
27	203 penalties	\$154,560.00
28	Total	\$2,696,074.60

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2 13. The Stipulation provides for \$725,000.00 as the Gross Fund Value. Stipulation at
3 ¶ 6. The Net Fund Value (calculated after deduction of Class Counsel Award of fees (up to
4 \$253,750.00) and costs (up to \$30,000.00), Class Representative Enhancement Award (up to
5 \$15,000.00), LWDA portion of the PAGA Payment (\$30,000.00), and Settlement Administration
6 Costs (estimated at \$2,997.45)), is estimated to be approximately \$393,252.55. Stipulation at ¶¶
7 5, 7-9. Each individual Settlement Share shall be determined by first dividing the NFV by the
8 total number of weeks worked by all Settlement Class Members (and paid below the applicable
9 minimum wage) during the Class Period and then multiplying that amount by the total number of
10 weeks worked by the individual Settlement Class Member (and paid below the applicable
11 minimum wage) during the Class Period. Stipulation at ¶ 12. Based thereon, each Settlement
12 Class Member will recover, on a raw average, approximately \$3,171.39.

13 14. Attached hereto as Exhibit "A" is a true and correct copy of the Parties' Joint
14 Stipulation and Settlement Agreement, which also attaches the proposed Class Notice as Exhibit
15 "A."

16 I declare under penalty of perjury under the laws of the State of California and the United
17 States that the foregoing is true and correct.

18 Executed on March 3, 2021, at Los Angeles, California.

19 
20 _____
21 Dennis S. Hyun
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EXHIBIT “A”

JOINT STIPULATION AND SETTLEMENT AGREEMENT

The Parties to this Joint Stipulation and Settlement Agreement (“Agreement” or “Settlement Agreement”) are Plaintiff Dien Truong (“Plaintiff”) and Defendant DS Services of America, Inc. (“Defendant”) (collectively referred to as the “Parties”). This Agreement is for the benefit of Plaintiff and Defendant and the putative class Plaintiff seeks to represent (collectively referred to as the “Class”), and certain “Released Parties,” defined in Paragraph 17, below.

RECITALS

A. WHEREAS, Plaintiff has a pending civil lawsuit against Defendant titled *Dien Truong v. DS Services of America, Inc.*, in Solano County Superior Court, Case No. FCS054399 (“the *Truong* action”);

B. WHEREAS, Plaintiff’s contentions of fact and law in the *Truong* action are as set forth in the Complaint filed on February 20, 2020, and the First Amended Complaint filed on March 26, 2020, and incorporated herein by reference;

C. WHEREAS, pursuant to California Code of Civil Procedure section 382, Plaintiff seeks to represent a class of similarly-situated current and former non-exempt employees employed by Defendant in California, and defined below as the Class;

D. WHEREAS, pursuant to California Labor Code Section 2699 *et seq.*, Plaintiff also brings claims under the California Private Attorneys’ General Act (“PAGA”), seeking to represent a group of allegedly aggrieved current and former non-exempt employees employed by Defendant in California, as defined below as the Class;

E. WHEREAS, the denials and affirmative defenses of Defendant (as they pertain to the allegations in Plaintiff’s Complaints) are as set forth in Defendant’s Answer filed on April 30, 2020, which is also incorporated herein by reference; and

F. WHEREAS, the Parties desire to settle, fully and finally, all claims Plaintiff and the Class might have against Defendant or any of the Released Parties (as defined below), from January 1, 2019 up to and including the date of final approval of this settlement, as set forth herein;

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

TERMS OF SETTLEMENT

1. Requirement of Court Approval

This Settlement Agreement is conditioned upon Court approval; the Parties agree this Agreement shall be null and void in the event Court approval is denied. The Parties agree to work together in good faith to do everything necessary to obtain approval of the settlement and to cure any minor or procedural issues that may have caused the Court to initially deny the settlement.

2. Class Certification for Settlement Purposes Only

Upon preliminary approval of this Agreement by the Court, the Class shall be certified for settlement purposes only. For purposes of settling this action only, the Parties conditionally stipulate that the requisites for establishing class certification have been met with respect to the Class. Specifically, the Parties conditionally stipulate that:

- a. The Class Members are so numerous as to make it impracticable to join all class members;
- b. The Class Members are ascertainable;
- c. Common questions of law and fact exist;
- d. Plaintiff's claims are typical of the claims of the Class;
- e. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which could establish incompatible standards of conduct for Defendant; and
- f. Questions of law or fact common to members of the Class predominate over individual questions, and a class action is superior to the available means for the fair and efficient adjudication of the claims.

3. The Settlement Class

The Class consists of all non-exempt employees who were employed by Defendant or its predecessors in the State of California from January 1, 2019 through the date of preliminary approval ("Class Period"), and who were paid a base hourly rate less than the applicable minimum wage at any time during the Class Period (the "Minimum Wage Class"). The Settlement Class will not include any person who previously settled or released all of the claims covered by this Settlement, or any other person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement. Class Members who do not timely opt out in response to Court-approved notice are referred to as the "Settlement Class" or "Settlement Class Members."

The Minimum Wage Class is currently estimated to be comprised of approximately 124 unique individuals. If the actual number of Minimum Wage Class Members is greater than 15% more than 124 individuals (i.e. more than 143 individuals), then Defendant shall have the option to either: (i) pay a Gross Fund Value that is proportionally increased by the percentage of additional individuals above 143 (i.e. if there are 157 Class members, the \$725,000 Gross Fund Value would be increased by 10%); or (ii) not increase the Gross Fund Value but cut off the class period at the date when the Minimum Wage Class Members reaches 143 individuals, going back in time from the date of preliminary approval. The option shall belong fully to Defendant only, and in its sole discretion.

The Parties stipulate to class and representative certification for purposes of settlement only and for no other purpose (with Defendant maintaining any and all of its defenses to class

and representative certification for all other purposes). Defendant contends that the facts do not justify class or representative certification under the governing legal standards. The Court has not ruled on class certification in the underlying litigation. Consequently, a "Settlement Class" has been established for purposes of administration and resolution of this matter only. It is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that class or representative certification is appropriate. If the Court does not grant either preliminary or final approval of this settlement, then the Parties revert to their previous positions and Defendant will not have stipulated to class certification.

Neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the *Truong* action, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating and/or enforcing the Settlement pursuant to this Agreement or for Defendant to establish that a Settlement Class Member has resolved any of his or her claims released through this Agreement.

4. Class Counsel

The parties agree to the designation of the Plaintiff's counsel - the law firms of Diversity Law Group, P.C., Polaris Law Group LLP, and Hyun Legal, APC - as counsel for the Settlement Class ("Class Counsel").

5. Class Representative

The Parties agree to the appointment of Plaintiff as the Class Representative. Defendant agrees not to contest an enhancement payment not to exceed \$15,000.00 for the Class Representative, which shall be paid out of the Gross Fund Value. Any reduction of the enhancement amount by the Court shall not be a reason to void the settlement. The Class Representative will be issued IRS Forms 1099 for the enhancement payment. The Class Representative's right to receive an enhancement payment is contingent on his acceptance of the release and other terms and conditions below. The Class Representative agrees he shall not opt out of the settlement. Plaintiff shall participate in this class settlement and receive Plaintiff's proportionate class member payment.

6. Gross Fund Value

The settlement will be on a non-reversionary basis. Except as provided in Section 3 of this Agreement, Defendant will pay no more than a sum equal to Seven Hundred Twenty Five Thousand Dollars And No Cents (\$725,000.00) (hereinafter referred to as the "Gross Fund Value" or "GFV") to fund the settlement of this action, which includes all class member payments, penalties under the Private Attorneys General Act ("PAGA Penalties"), class representative enhancement, attorneys' fees, costs, and third-party administration costs. The Gross Fund Value shall not include employer-side payroll taxes on the wages portion of the

settlement. In other words, Defendant understands and agrees that Defendant will be separately responsible for any employer-side payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Fund Value.

Payments by Defendant pursuant to this Settlement Agreement will settle all pending issues between Plaintiff and the Settlement Class and the Defendant, including but not limited to all attorneys' fees, costs and payments for Plaintiff, and settlement administrator fees. The payments are not being made for any other purpose and will not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation.

7. Attorneys' Fees and Costs

Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed 35% of the Gross Fund Value (\$253,750.00), and litigation costs not to exceed \$30,000. Defendant will not oppose these requests. Attorneys' fees and costs will be paid out of the Gross Fund Value. To the extent the Court approves less than the amount of attorneys' fees that Class Counsel requests, the difference between the requested and awarded amounts will be distributed to Settlement Class Members on a proportional basis relative to the size of their settlement payments, in accordance with other administration and distribution requirements hereunder.

8. California PAGA Claims

From the Gross Fund Value, \$40,000.00 or such other amount as the Court approves, will be allocated to the payment of the California PAGA claims, with 75% (\$30,000) to be paid to the California Labor & Workforce Development Agency ("LWDA") and 25% (\$10,000) to be paid and allocated to Class Members. The Parties agree that, given the uncertainty of litigation, and the issues and difficulty involved in prevailing on the claims, this allocation is reasonable under the circumstances. This allocation is not a material term of the settlement and the Parties agree to work in good faith to make any revisions to the allocation in order to obtain judicial approval. No later than the filing of the Motion for Preliminary Approval, Class Counsel will upload this Agreement on the LWDA's website advising the LWDA of the allocation of \$40,000 of the settlement amount allocated to PAGA penalties, 75% of which, or \$30,000 shall be paid to the LWDA by the Settlement Administrator on behalf of Defendant. The Administrator shall make this payment to the LWDA within ten (10) business days after the "Effective Date" of final approval of the settlement as defined in Paragraph 13.

9. Settlement Administration

The third party administrator agreed upon by the Parties to administer this Settlement is ILYM Group, Inc. The cost of paying the Settlement Administrator will be deducted from the Gross Fund Value. The Settlement Administrator shall be responsible for sending the Class Notice, processing responses, making all payments to any person or entity from the settlement amounts, for all required tax reporting and withholding, and for communicating the information regarding status of the payments to the Parties' counsel. The Parties anticipate the costs of settlement administration will not exceed \$2,997.45.

10. Net Fund Value

The Net Fund Value (“NFV”) is the amount for distribution to the Settlement Class Members after deducting: (a) the attorneys’ fees and costs awarded to Plaintiff’s counsel by the Court; (b) the Class Representative Enhancement awarded by the Court; (c) the 75% of the PAGA Penalties that will be paid to the LWDA; and (d) the third-party administration costs of administering this settlement. Each Settlement Class Member will be entitled to a proportional share of the Net Fund Value based on the formulas described in Paragraph 12.

Payments to the Minimum Wage Class will be allocated 20% wages, and 80% to penalties and interest. The individual class member payments shall be allocated based on the number of work weeks each class member worked during the Class Period and was paid a base hourly rate below the applicable minimum wage.

11. Timing of Noticing Opt-Outs and Objections

Subject to Court approval, the following schedule shall apply:

a. Data to the Settlement Administrator. No later than ten (10) calendar days after preliminary approval of the settlement, Defendant shall provide the Settlement Administrator with information on the Class as outlined in this paragraph in electronic format. This information will be used only for the administration of this settlement. Defendant shall provide to the Settlement Administrator a database that contains the name, last-known residence phone number, last-known residence mailing address, and social security number of every person within the Class. Defendant shall also provide the Settlement Administrator with the number of workweeks each person in the Class was paid a base hourly rate less than the applicable minimum wage at the time, during the Class Period. Defendant shall cooperate and provide any additional information the Settlement Administrator may reasonably request for the purpose of giving notice to the Class Members, allocating and distributing the settlement amounts, and otherwise administering this Agreement.

b. Notice to the Settlement Class. Within twenty-one (21) calendar days of the later of preliminary approval of this settlement or court approval of settlement notice to the class, the Settlement Administrator shall mail the Notice of Pendency of Class Action and Proposed Settlement (hereinafter the “Class Notice”) to the Class Members at their addresses provided by Defendant (after standard verification and address correction functions are performed by the Settlement Administrator pursuant to standard claims administration industry practices, which shall include running the names through the National Change of Address Database). The Parties’ proposed Class Notice is attached hereto as Exhibit A.

c. Claim forms will not be required to participate in this settlement. Unless one or more Class Members submit a valid and timely request for exclusion, the settlement administrator will mail settlement checks to all Members. The Class Notice will instruct Class Members on how to exclude themselves from the Class. The Class Notice will state that any Class Member who wishes to exclude themselves from the Class will need to send a communication in writing to the Settlement Administrator advising of the intention to be excluded. The communication should state the Class Member’s name, current address, phone

number and last four digits of his/her social security number and should be signed by the Class Member or a lawful representative. The communication must be postmarked by no later than forty-five (45) calendar days after the initial mailing of the Class Notice.

The Class Notice shall advise Class Members that they have until the Deadline -- which shall be forty-five (45) calendar days after the initial mailing of the Class Notice -- to do one of the following, if they so choose:

- i. Request exclusion via U.S. Mail, express mail, facsimile, or some other means guaranteed to reach the Administrator, which must be postmarked by the Deadline; or
- ii. File an objection to final approval of the proposed settlement with the Clerk of the Court and serve it on all undersigned counsel.

d. Re-mailing of Returned Class Notices. If any Class Notices are returned as undeliverable and received by the Settlement Administrator, the Administrator shall re-mail same to any better address which may be reasonably available to the Settlement Administrator. The Administrator will perform a skip-trace on any addresses returned as undeliverable.

The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received. Further, the Settlement Administrator shall forward any objections to the Parties' counsel within three (3) calendar days of receipt.

e. Objections and Waiver of Objections. Any objections shall state: (a) the case name (e.g. *Dien Truong v. DS Services of America, Inc.*) and case number (No. FCS054399); (b) the objecting person's or his/her attorney's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class.

Class Members who fail to file and serve timely and complete written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, unless otherwise ordered by the Court. The Parties' counsel may, at least ten (10) calendar days (or such other date as may be set by the Court) before the Final Approval Hearing, file responses to any written objections filed with the Court.

f. Report by Settlement Administrator. Within fourteen (14) calendar days following the Deadline, the Settlement Administrator will provide a written report to all Parties' counsel noting the number of Class Notices sent, the number which were returned as

undeliverable (after the follow up described above), and the number of valid opt-outs by Class Members. Prior to the due date for this report, the Settlement Administrator will reasonably respond to requests from any party's counsel for a report on the current status of the opt-out procedures.

g. No Solicitation of Opt-Outs or Objectors. Neither the Parties nor their respective counsel will encourage persons to opt-out of the settlement or object to the settlement, except to the extent that failure to do so would cause Class Counsel to violate their obligations as counsel to any Class Member.

h. Class Member Disputes of Work Weeks. If a Class Member disputes the basis for the calculation of their individual settlement share, the Class Member must provide notice, in writing, to the Settlement Administrator before the Deadline. Any such challenge shall include the reasons supporting the challenge, as well as any documentation supporting his or her contention that the individual settlement share calculation is incorrect. In the absence of such evidence, Defendant's records will be controlling. The Settlement Administrator will consult with the Parties about how to resolve the challenge, evaluate the information provided, and will make a final and non-appealable decision as to the outcome of the challenge. If the individual settlement share calculation is adjusted following a challenge, then the Settlement Administrator shall notify the Class Member of the adjustment.

12. Calculation of Settlement Class Member Payments

For purposes of settlement, the Net Fund Value ("NFV") will be defined as the Gross Fund Value, after deducting: (a) the attorneys' fees and costs awarded to Plaintiff's counsel by the Court; (b) the Class Representative Enhancement awarded by the Court; (c) the 75% of the PAGA Penalties that will be paid to the LWDA; and (d) the third party administration costs of administering this settlement. Each Class Member who fails to opt out will be entitled, provisionally, to a proportional share of the Net Fund Value. The NFV will be distributed amongst all Settlement Class Members. Each individual Settlement Share shall be determined by first dividing the NFV by the total number of weeks worked by all Settlement Class Members (and paid below the applicable minimum wage) during the Class Period into the NFV and then multiplying that amount by the total number of weeks worked by the individual Settlement Class Member (and paid below the applicable minimum wage) during the Class Period.

The amounts paid to Settlement Class Members will be allocated as follows for tax purposes: 20% wages, and 80% to penalties and interest. Tax forms will issue as required by law. This allocation is not a material term of the Settlement and the Parties will agree to work in good faith to make any changes to the allocation in order to obtain judicial approval of the Settlement.

The Parties agree the Settlement is not subject to California Code of Civil Procedure Section 384 because any unclaimed amounts shall remain available to the recipient through the California State Controller's Office Unclaimed Property Program. Any checks that are not cashed within one-hundred-eighty (180) calendar days from the date of the mailing shall be canceled or voided and the Settlement Administrator shall pay over the amount represented by the checks, including any otherwise unpaid interest accumulated in the Payout Fund, to the

California State Controller's Office Unclaimed Property Program, with the identity of the recipient of the check to whom the funds belong. Therefore, there will be no unpaid residue or unclaimed or abandoned Class Member fund and the California Code of Civil Procedure Section 384 shall not apply.

13. Timing and Manner of Payment

Within fifteen (15) calendar days after the "Effective Date" of final approval of the settlement, Defendant will deposit the Gross Fund Value into an account established by the Class Administrator. Within five (5) calendar days after that deposit is made, the Settlement Administrator will pay all claims to Settlement Class Members. The Effective Date of the Settlement shall be the date the Court enters the final order and judgment approving the Settlement if there are no objections, or if there are objections to the Settlement and they are not withdrawn, then the Effective Date will be the date the final judgment approving settlement becomes final and is no longer subject to any appellate proceedings. No funds will be distributed unless and until the Effective Date of final approval occurs. The payments to Settlement Class Members shall be transmitted by U.S. Mail to the last-known addresses.

Within ten (10) calendar days after the Effective Date, the Settlement Administrator shall also pay the attorneys' fees and costs awarded to Class Counsel, and any enhancement payment awarded to the Class Representative, by wire transfer or check as directed by Class Counsel (with regard to their own award, and that of the Class Representative).

14. No Tax or Legal Advice

The Parties understand and agree that Defendant is not providing tax or legal advice, or making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Settlement Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Settlement Class Members shall not seek any indemnification from Defendant in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Settlement Class Member, such Settlement Class Member assumes all responsibility for the payment of any such taxes and agrees to indemnify, defend and hold Defendant harmless for the payment of such taxes, any failure to withhold, and any penalties associated therewith.

15. Tolerance of Opt-Outs

Notwithstanding any other provision of this Agreement, Defendant retains the right, in the exercise of its sole discretion, to nullify the settlement within five (5) court days after expiration of the opt-out period set forth in Paragraph 11, if 15% or more of the Class Members opt out of this settlement. However, if this option is exercised by Defendant, Defendant shall be solely responsible for the costs incurred for the settlement administration up through the date of such notice. All signatories and their counsel agree not to solicit opt-outs, directly or indirectly, through any means.

16. Non-Admission of Liability

This Agreement is entered into in compromise of disputed claims. Plaintiff and his attorneys acknowledge and agree that the execution of this Agreement and the payment of consideration hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendant or any other person or business entity affiliated with Defendant, that Defendant expressly and specifically denies all allegations of wrongdoing alleged by Plaintiff. The Parties intend, by their actions pursuant to this Agreement, merely to avoid the expense, delay, uncertainty and burden of litigation.

17. Release by the Settlement Class and Covenant Not to Sue

Upon payment of the Gross Fund Value by Defendant, each member of the Settlement Class releases and discharges Defendant and any parent, subsidiary, affiliate (including but not limited to Primo Water Corporation, Primo Water Operations, Inc., etc.), predecessor or successor, and any of their officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives thereof (“Released Parties”), from any and all claims, demands, rights, liabilities, and causes of action during the Class Period, of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in contract, or for violation of any California statute, rule or regulation, whether for economic damages, restitution, penalties or liquidated damages, arising out of, relating to, or in connection with the class and representative claims pleaded or that could have been pleaded based upon the facts set forth in the Complaint and/or First Amended Complaint that arose during the Class Period, including but not limited to claims for unpaid minimum wages and failure to provide fully-compliant paid rest periods, in violation of Labor Code §§ 226.2, 226.7, 1194, 1197, 1197.1, derivative waiting time penalties in violation of Labor Code §§ 201-203, and any claims under Business & Prof. Code §§ 17200 *et seq.* (“Released Claims”). The Released Claims do not include claims for failure to provide proper wage statements.

The Released Claims expressly do not include claims for unemployment compensation, workers’ compensation, discrimination, or retaliation.

18. General Release by Plaintiff

In consideration for the promises set forth in this Agreement and upon payment of the Gross Fund Value by Defendant, Plaintiff does hereby – for himself and for his heirs, representatives, attorneys, executors, administrators, successors, and assigns – release, acquit, and forever discharge Defendant and the Released Parties from any and all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof relating to his employment with or resignation from any of the Released Parties. This includes any unknown claims Plaintiff does not know or suspect to exist in his favor, which, if known by him, may have affected his settlement with, and release of, the Released Parties or might have affected his decision not to object to the settlement. With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective Date, Named Plaintiff shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and

benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff may hereafter discover facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of the General Release, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff and Defendant agree that this release of claims includes, but is not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including commissions; claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, retaliatory discharge or public policy violations of whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort matters; claims for any penalties; claims of harassment, retaliation or discrimination based on race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, marital status, or any other protected status; claims under the California Labor, Government, Business and Professions, and Health and Safety Codes; claims based upon the California Constitution; claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Business Practice Act, disputed claims under the California Wage Orders, the California Family Rights Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Labor Management Relations Act, the Fair Labor Standards Act, and the Family Medical Leave Act, all as amended.

19. Advice of Counsel

The parties to this Settlement Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the *Truong* action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

20. Predecessors and Successors

This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, predecessors and successors, insurers, and assigns, and shall inure to

the benefit of each and all of the Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees.

21. Representation by Counsel of Non-Representation of other Employees of Defendant

Class Counsel affirmatively represent that – other than Dien Truong – Plaintiff’s counsel do not currently represent nor have they been retained to represent any other current or former employee of Defendant, or any objectors to the settlement in *Hector Corona. v. DS Services of America, Inc.*, in Los Angeles County Superior Court, Case No. 19STCV03835 (“the *Corona* Action”), at the time of execution of this Settlement Agreement. If this representation is no longer accurate or changes at any time before and including the date of final approval of the *Corona* Action, Class Counsel shall immediately notify and inform Defendant of the change.

22. Withdrawal of Objection to the Settlement in the *Corona* Action

Upon signing this Agreement by Plaintiff and Defendant, Plaintiff and Class Counsel agree to immediately and permanently withdraw (and not resubmit) any objections to the final settlement approval hearing in the case captioned *Hector Corona, et al. v. DS Services of America, Inc.*, Case No. 19STCV03835, pending in the Superior Court of the State of California for the County of Los Angeles, including the objection submitted to the *Corona* settlement administrator on November 25, 2020, and both Plaintiff and Class Counsel agree to waive any right to appear at the *Corona* final settlement approval hearing. Plaintiff agrees that he will not object to, or in any way impede, final approval of the settlement of the *Corona* Action. Plaintiff and Class Counsel also agree they will not encourage any other *Corona* class members to object to final approval of the settlement. If Plaintiff does not sign this Agreement by the date of the final approval hearing in the *Corona* Action (January 5, 2021), Defendant shall have the option to nullify this settlement via written notice (email will suffice) to Plaintiff’s counsel. Likewise, if Defendant does not sign this Agreement by January 5, 2021, Plaintiff and Class Counsel shall have the option to nullify this settlement via written notice (email will suffice) to Defendant’s counsel.

23. No Publicity or Disparagement

Plaintiff and Class Counsel agree not to make any disparaging or defamatory comments concerning Defendant, its employees or agents, products, methods of doing business, or employment or hiring practices. Plaintiff further agrees not to encourage or assist in any litigation against any Released Party, except insofar as Plaintiff’s testimony is required by law.

Plaintiff and Class Counsel agree not to contact the media about the settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled and the Court did not find Defendant liable. Plaintiff and Class Counsel also agree not to post any information about the settlement or this Agreement on social media, their firms’ websites, or any other forum viewable by the public. Nevertheless, the Parties understand and agree that Plaintiff and Class Counsel may disclose the terms of this Agreement as required by law and to communicate with Class Members in response to inquiries regarding this settlement. The Parties further understand and agree that Class Counsel may reference this case in declarations and/or pleadings regarding Class Counsel’s qualifications and/or adequacy.

24. Notices

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth calendar day after mailing by First Class U.S. Mail, addressed as follows:

To Class Counsel for Plaintiff and the Class:

Larry W. Lee	Dennis S. Hyun
Mai Tulyathan	HYUN LEGAL, APC
DIVERSITY LAW GROUP, P.C.	515 S. Figueroa St., Ste 1250
515 S. Figueroa St., Ste 1250	Los Angeles, CA 90071
Los Angeles, CA 90071	Tel: (213) 488-6555
Tel: (213) 488-6555	Fax: (213) 488-6554
Fax: (213) 488-6554	

To Counsel for Defendant:

Eric E. Hill
Elizabeth MacGregor
Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105

25. Motion for Preliminary Approval of Settlement

Class Counsel shall prepare and file a Motion for Preliminary Approval of Proposed Class Settlement and Notice Plan within ten (10) court days after the execution of this Agreement, or within sixteen (16) court days of the hearing date for the Motion for Preliminary Approval, whichever is later. Class Counsel will provide a draft of the Motion for Preliminary Approval to Defense Counsel for review and input prior to filing. Defendant and Defense Counsel will cooperate with Plaintiff's counsel as reasonably necessary in the preparation of the Motion. Until Plaintiff files a Motion for Preliminary Approval, the Parties and their counsel agree to maintain confidentiality as to the Settlement, including the amount, the parties, and/or the terms of the Settlement, except as to spouses, tax or financial advisors, attorneys, taxing agencies, or as otherwise required by law.

The parties pledge their good faith and fair dealing in seeking preliminary and final approval of the settlement. In general, the Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their best efforts to finalize the Settlement, and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Mediator, Michael Dickstein, Esq., and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this

Agreement. If the Mediator is unable to resolve the dispute, the Parties may then seek assistance from the Court.

26. Final Settlement Approval Hearing

Class Counsel shall be responsible for drafting and filing the Motion for Final Approval of the Settlement, and agrees to submit a draft of this Motion to Counsel for Defendant for review and input prior to filing.

Should the Court decline to approve this Agreement in any material respect, except for approval of the award of Class Counsel's attorneys' fees and costs, the class representative enhancement award, or settlement administration costs, or fail to enter judgment in the *Truong* action pursuant to Rule 3.769 of the California Rules of Court, Defendant shall have no obligation to make any payment under this Agreement, and in the event that Defendant has made any such payment, such monies shall be returned promptly to Defendant (minus Defendant's one-half share of any settlement administration costs already reasonably incurred by the Settlement Administrator; the other one-half share of any administration costs to be paid by Class Counsel).

After entry of the Final Judgment, the Court shall have continuing jurisdiction over the litigation solely for purposes of: (i) enforcing this Settlement Agreement; (ii) addressing settlement administration matter; and (iii) addressing such post-Final Judgment matters as may be appropriate under court rules or applicable law. The Parties further understand and agree that if an action is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

27. Severability

If any provision of this Agreement is adjudged by any court of competent jurisdiction to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect. However, if any of the language of the Class Release or Plaintiff's general release is invalidated or held unenforceable by a court of competent jurisdiction, the Parties agree to work together in good faith to propose revised release language that would be both as close to the intent of the original release language to the maximum extent and be acceptable to the court. If, however, the court rejects the parties' revisions, Defendant shall have the option of proceeding with subsequent attempts to revise the release language or to have this Settlement deemed null and void in its entirety.

28. Miscellaneous

a. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

b. This Agreement constitutes a single, integrated contract setting forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement.

c. The headings used herein are for reference only and shall not affect the construction of this Agreement.

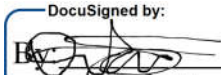
d. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and governed under the law of that State.

e. This Agreement, and any amendments hereto, may be executed in any number of counterparts and/or by DocuSign, and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A scanned or faxed signature shall be valid as an original signature. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

f. The undersigned counsel warrant and represent that they have authority to execute this Agreement for and on behalf of the Parties to which they are providing representation, and also represent that their respective clients agree to be bound by the above terms.

g. Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

Dated: 12/23/2020

DocuSigned by:

182AAE118951985

Dien Truong
Plaintiff and Class Representative

Dated: _____

By: _____

Jeff Manzella
Vice President and General Counsel
DS Services of America, Inc.

APPROVED AS TO FORM:

Dated: December 23, 2020

By: _____

Larry W. Lee
Diversity Law Group, P.C.

c. The headings used herein are for reference only and shall not affect the construction of this Agreement.

d. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and governed under the law of that State.

e. This Agreement, and any amendments hereto, may be executed in any number of counterparts and/or by DocuSign, and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A scanned or faxed signature shall be valid as an original signature. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

f. The undersigned counsel warrant and represent that they have authority to execute this Agreement for and on behalf of the Parties to which they are providing representation, and also represent that their respective clients agree to be bound by the above terms.

g. Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

Dated: _____

By: _____

Dien Truong
Plaintiff and Class Representative



Dated: December 22, 2020

By: _____

Jeff Manzella
Vice President and General Counsel
DS Services of America, Inc.

APPROVED AS TO FORM:

Dated: _____

By: _____

Larry W. Lee
Diversity Law Group, P.C.

Counsel for Plaintiff and the Class

Dated: December 23, 2020

By: 
Dennis S. Hyun
Hyun Legal, APC

Counsel for Plaintiff and the Class

Dated: December 22, 2020

By: 
Eric E. Hill, Esq.
Seyfarth Shaw LLP

Counsel for Defendant
DS Services of America, Inc.

67111812v.1

EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SOLANO

Truong v. DS Services of America, Inc.
Case No. FCS054399

NOTICE OF CLASS ACTION SETTLEMENT

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

PLEASE READ THIS NOTICE CAREFULLY: IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS

TO: All non-exempt employees who were employed by Defendant or its predecessors in the State of California at any time from January 1, 2019 through [insert date of prelim approval] (“Class Period”), and who were paid a base hourly rate less than the applicable minimum wage at any time during the Class Period (the “Minimum Wage Class”).

1. *Why Have I Received This Notice?*

This Notice was sent to you to inform you that the Superior Court of the State of California for the County of Solano has preliminarily approved the terms of a class action settlement in a lawsuit filed against DS Services of America, Inc. (“Defendant”) by a former employee named Dien Truong seeking recovery of alleged unpaid minimum wages and rest period premiums and related penalties and interest. Defendant’s records indicate that you may be a Settlement Class Member. The settlement will resolve all Settlement Class Members’ claims described below during the Settlement Class Period of January 1, 2019, through [insert date of prelim].

A Preliminary Approval Hearing was held on **, 2021, at 9:00 a.m., in the Superior Court of the State of California, County of Solano. The Court preliminarily approved the class action settlement reached by the Parties and directed that you and the other Settlement Class Members receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [redacted], 2021, at 9:00 a.m., in Department 4 of the Superior Court of the State of California, County of Solano, the Hon. E. Bradley Nelson, Judge presiding, located at 600 Union Avenue, Fairfield, CA 94533.

2. *What Is This Case About?*

On February 20, 2020, Plaintiff Dien Truong (“Plaintiff”) filed this class and PAGA action alleging that Defendant did not pay its hourly employees at the minimum wage and failed to provide paid rest periods in compliance with the law. Plaintiff sought damages, penalties and interest.

Defendant denies all of the allegations made by Plaintiff in the Action and denies that it is liable or owes damages or other compensation or remedies to anyone with respect to the alleged facts or causes of action asserted in the Action.

3. *Am I a Settlement Class Member?*

Yes, if you worked as an hourly or non-exempt employee for Defendant or its predecessors in the State of California at any time from January 1, 2019 through [insert date of prelim approval] (“Class Period”), and you were paid a base hourly rate less than the applicable minimum wage at any time during the Class Period.

4. *How Does This Class Action Settlement Work?*

In this lawsuit, Plaintiff sued on behalf of other employees who allegedly have similar claims. Plaintiff and these other employees comprise a “Settlement Class” and are “Settlement Class Members.” The settlement of this lawsuit resolves the wage and hour claims of all Settlement Class Members, except for those who exclude themselves from the Settlement Class, or those who previously executed settlement agreements releasing the claims herein. Settlement Class Members who do not exclude themselves are eligible to receive a portion of the Net Fund Value, or “NFV.” The NFV will be distributed amongst all Settlement Class Members. Each individual Settlement Share shall be determined by first dividing the NFV by the total number of weeks worked by all Settlement Class Members (and paid below the applicable minimum wage) during the Class Period and then multiplying that amount by the total number of weeks worked by the individual Settlement Class Member (and paid below the applicable minimum wage) during the Class Period.

The amounts paid to Settlement Class Members will be allocated as follows for tax purposes: 20% wages, and 80% to penalties and interest. Tax forms will issue as required by law.

The Court has not decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial, and the people affected will receive compensation quickly. Plaintiff and Plaintiff’s attorneys believe that the settlement is in the best interests of the Settlement Class. Defendant denies the allegations of wrongdoing and violations of law alleged and further denies any liability whatsoever to Plaintiff or the Settlement Class. However, Defendant recognizes that further defense of this litigation would be protracted and expensive for all parties. Defendant has therefore agreed to settle this action as a compromise.

The Court file has the settlement documents which explain the settlement in greater detail. The Court must review the terms of the settlement and determine if it is fair and reasonable to the Settlement Class.

5. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

STAY IN THE CLASS: **If you do nothing, you stay in this lawsuit, and if the Court grants final approval of the settlement, you will receive your proportional share of the Net Fund Value based on the formula above in section 4.** In exchange, you give up the right to sue Defendant for the claims resolved through this settlement as set forth below in section 9. The estimated amount of your individual share of the Net Fund Value is set forth below. To ensure you receive your payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you.

ASK TO BE EXCLUDED: **If you ask to be excluded or “opt out” of the settlement, you remove yourself from this lawsuit. If the Court grants final approval of the settlement, you will not**

receive a settlement check but you will retain any rights you might have to sue Defendant for the claims resolved through this settlement. YOU CANNOT ASK TO BE EXCLUDED AND STILL RECEIVE A SETTLEMENT PAYMENT.

OBJECT:

You may object to the proposed settlement. If you would like to object, you must not ask to be excluded from the settlement. If your objection is overruled by the Court, you will still receive a payment from the settlement, and you will be bound by the terms of this settlement.

6. *What Does the Settlement Provide?*

The proposed settlement provides for a cash payment by Defendant of up to a maximum of \$725,000.00 to fully and finally resolve all claims in the Action (referred to as the “Gross Fund Value”). The total amount to be distributed to Class Members who do not exclude themselves from the settlement (the “Net Fund Value”) will be the value of the Gross Fund Value after deducting for the following: (a) Settlement Administrator Costs not to exceed \$*****.00; (b) a Class Representative Service Award to Plaintiff not to exceed \$15,000.00 for all work and efforts expended in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this Action was not favorable) and a general release of all claims; (c) Class Counsel’s attorney’s fees not to exceed \$253,750.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$30,000.00; and (e) payment of \$30,000.00 to the Labor and Workforce Development Agency. **Class Counsel’s attorney’s fees and costs, and Plaintiff’s Service Award, remain subject to Court approval.**

7. *How Much Will My Settlement Payment Be?*

Your estimated share of the settlement is [REDACTED] and is based on the number of weeks you worked during the Class Period (“workweeks”) in which you were paid a base hourly rate less than the applicable minimum wage. Based upon Defendant’s records, your number of weeks for this calculation is determined to be [REDACTED] weeks. If this information appears correct, you do not need to do anything further to receive your Settlement Share. If you disagree with your number of work weeks in which you were paid a base hourly less than the minimum wage during the Class Period, please see below.

8. *What if I Believe My Qualifying Workweeks Is Inaccurate?*

If you believe your number of workweeks is inaccurate, you may dispute it by sending a letter to [INSERT ADDRESS], no later than [REDACTED], 2021. Be sure to include your name, address, telephone number, last four digits of your social security number, a statement as to what and why you are disputing your number of workweeks, and attaching a copy of any documentation you want to include to support your dispute.

9. *How Does This Settlement Affect My Rights?*

If you do not exclude yourself from the settlement, you will release the claims resolved in the Settlement Agreement. This means you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant that involves the same legal claims as those resolved through this settlement.

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. This Final Judgment following approval of the settlement by the Court will bind you and all Settlement Class Members who do not request to be excluded from the settlement. If you do not exclude yourself from the settlement and

the settlement is approved, you will be forever barred from asserting any of the claims identified below arising out of or relating to the lawsuit (known as “Released Claims”). Specifically, you will be giving up or “releasing” the claims described below:

Upon payment of the Gross Fund Value by Defendant, each member of the Settlement Class releases and discharges Defendant and any parent, subsidiary, affiliate (including but not limited to Primo Water Corporation, Primo Water Operations, Inc., etc.), predecessor or successor, and any of their officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives thereof (“Released Parties”), from any and all claims, demands, rights, liabilities, and causes of action during the Class Period, of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in contract, or for violation of any California statute, rule or regulation, whether for economic damages, restitution, penalties or liquidated damages, arising out of, relating to, or in connection with the class and representative claims pleaded or that could have been pleaded based upon the facts set forth in the Complaint and/or First Amended Complaint that arose during the Class Period, including but not limited to claims for unpaid minimum wages and failure to provide fully-compliant paid rest periods, in violation of Labor Code §§ 226.2, 226.7, 1194, 1197, 1197.1, derivative waiting time penalties in violation of Labor Code §§ 201-203, and any claims under Business & Prof. Code §§ 17200 et seq. (“Released Claims”). The Released Claims do not include claims for failure to provide proper wage statements. The Released Claims expressly do not include claims for unemployment compensation, workers’ compensation, discrimination, or retaliation.

10. How Do I Opt Out or Exclude Myself From This Settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the *Truong v. DS Services of America, Inc.* Class Action Settlement. Your request for exclusion: (1) must contain your name (including all names used by you), address, last four digits of your social security number, and telephone number; (2) must be signed and dated by you; (3) must unequivocally state that you are requesting exclusion from, or “opting out” of the Settlement, and (4) must be returned to the Administrator at the specified address: [INSERT ADDRESS] and postmarked by ***, 2021. The Final Judgment entered following approval of the settlement by the Court will bind all Settlement Class Members who do not request exclusion from the class action settlement. Any Settlement Class Member who does not request exclusion may, if they desire, enter an appearance in the lawsuit through his or her own lawyer at his or her own expense.

If you postmark your request by [REDACTED], 2021, to opt out of the settlement that complies with the above requirements, you will no longer be a member of the Settlement Class, you will not participate in this settlement, you will not be permitted to object, and you will receive no benefit from this settlement. By opting out of the Settlement Class, you will retain whatever rights or claims you may have against Defendant, and you will be free to pursue them, at your own cost, if you choose to do so.

11. How Do I Object To The Settlement?

If you are a member of the Settlement Class who does not opt out of the settlement, you may object to the settlement, to Plaintiff’s Counsel’s fees and costs, or to the Class Representative’s Service Award, personally or through an attorney, by submitting your written objection to (a) the Court either by mailing to: Clerk of the Court, Superior Court of California, County of Solano, 600 Union Avenue, Fairfield, California, 94533, or by filing in person at any location of the Superior Court, County of Solano that includes a facility for civil filings, and (b) serving all counsel listed here:

To Class Counsel for Plaintiff and the Class:

Larry W. Lee
Mai Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Ste 1250
Los Angeles, CA 90071
Tel: (213) 488-6555
Fax: (213) 488-6554

Dennis S. Hyun
HYUN LEGAL, APC
515 S. Figueroa St., Ste 1250
Los Angeles, CA 90071
Tel: (213) 488-6555
Fax: (213) 488-6554

To Counsel for Defendant:

Eric E. Hill
Elizabeth MacGregor
Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105

Your objection must be submitted by [DEADLINE DATE] and shall state: (a) the case name (e.g. *Dien Truong v. DS Services of America, Inc.*) and case number (No. FCS054399); (b) your full name, address, and telephone number and if represented by an attorney, your attorney's name, address and telephone number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) whom you may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) that you intend to offer at the Final Approval Hearing; and (g) state whether the objection applies only to you, to a specific subset of the Class, or to the entire Class.

A Settlement Class Member who submits an objection remains bound by the Agreement. To remove yourself from the Settlement Class, you must state your desire to be excluded from the settlement altogether in accordance with the procedures outlined above in this Notice. However, you will not be allowed to object. In other words, you cannot exclude yourself from the Settlement and object at the same time. However, if you do not submit an objection, you can still appear at the Final Approval Hearing and submit any oral objections.

12. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Settlement Class	Attorneys for Defendant
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Larry W. Lee
Mai Tulyathan
Diversity Law Group, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
lwlee@diversitylaw.com

William L. Marder
Polaris Law Group LLP
501 San Benito Street, Suite 200
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Dennis S. Hyun
Hyun Legal, APC
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071

Eric E. Hill
Elizabeth MacGregor
Seyfarth Shaw LLP
560 Mission Street, Suite 3100
San Francisco, CA 94105

The Court has decided that Diversity Law Group, P.C., Polaris Law Group, LLP, and Hyun Legal, APC are qualified to represent you and all other Settlement Class Members. These law firms are referred to as “Class Counsel.”

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

13. *How Will the Attorneys for the Settlement Class and the Class Representative Be Paid?*

The attorneys for the Plaintiff and the Settlement Class will be paid from the \$725,000.00 Gross Fund Value. Class Counsel will ask for up to \$253,750.00 in attorney’s fees (or 35% of the Gross Fund Value) and for actual litigation costs incurred not to exceed \$30,000.00. The actual amounts awarded shall be determined by the Court.

If approved by the Court, a Class Representative Service Award for the Plaintiff of an amount up to \$15,000 will be paid from the Gross Fund Value for Plaintiff’s service.

14. *Notice of Hearing on Final Approval and Objections to Class Action Settlement*

You are hereby notified that a Final Approval Hearing will be held before the Hon. Hon. E. Bradley Nelson, Judge presiding, Department 4 of the Solano County Superior Court located at 600 Union Avenue, Fairfield, CA 94533, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court.

If final approval is granted by the Court, the Court will enter judgment pursuant to the Settlement, and all Class Members who have not requested exclusion will be deemed to have waived and released any and all causes of action or claims against Defendant as set forth in section 9 above.

15. *How do I get More Information?*

This notice summarizes the proposed settlement terms. If you are interested, more details are in the Settlement Agreement and related papers on file with the Court.

WHAT IF I HAVE ADDITIONAL QUESTIONS?

If you have any additional questions about the Settlement, you may contact the Settlement Administrator:

INSERT

PLEASE DO NOT TELEPHONE THE COURT OR CLERK'S OFFICE FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

PLEASE ALSO DO NOT CONTACT DEFENDANT OR ITS REPRESENTATIVES FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.