

1 Michael R. Crosner (Bar No. 41299)
2 mike@crosnerlegal.com
3 Zachary M. Crosner (Bar No. 272295)
4 zach@crosnerlegal.com
5 **CROSNER LEGAL, PC**
6 9440 Santa Monica Blvd., Ste. 301
7 Beverly Hills, CA 90210
8 Tel: (310) 496-5818
9 Fax: (310) 510-6429

10 Attorneys for Plaintiff Phillip Alonzo

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 PHILLIP ALONZO, on behalf of himself
14 and others similarly situated,

15 Plaintiff,

16 vs.

17 BRENNTAG PACIFIC, INC., *et al.*

18 Defendants.

Case No.: 20STCV20030

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

19
20 This Stipulation of Class and Representative Action Settlement and Release (“Settlement”
21 or “Settlement Agreement”) is made and entered into by and between Plaintiff Phillip Alonzo
22 (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly
23 situated and aggrieved, and Defendant Brenntag Pacific, Inc., with, as third-party beneficiaries of
24 this Settlement Agreement, all its respective parent, subsidiary and affiliated entities, all
25 corporations, partnerships, members, divisions and joint ventures, all officers, directors,
26 shareholders, managers, supervisors, partners, employees, agents, attorneys, successors and
27 assigns (“Defendant” or “Brenntag”).

28 /////

1 **DEFINITIONS**

2 The following definitions are applicable to this Settlement Agreement. Definitions
3 contained elsewhere in this Settlement Agreement will also be effective:

4 1. "Action" means the civil lawsuit Plaintiff filed against Defendant, styled *Alonzo v.*
5 *Brenntag Pacific, Inc., et al.*, Case No. 20STCV20030, filed on May 21, 2020, in the Superior
6 Court of California, in and for the County of Los Angeles, and the operative First Amended
7 Complaint filed on or about November 3, 2021.

8 2. "Appeal" means a timely appeal by a Class Member to the Order and Judgment
9 approving the Settlement, or an appeal by one of the Parties to an order that materially alters the
10 Settlement.

11 3. "Attorney's Fees and Costs" means attorney's fees agreed upon by the Parties and
12 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
13 incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs
14 associated with documenting the Settlement, providing any notices required as part of the
15 Settlement or Court order, securing the Court's approval of the Settlement, administering the
16 Settlement, obtaining entry of an Order and Judgment approving the Settlement, and expenses for
17 any experts. Class Counsel will request not more than one-third of the Gross Settlement Amount,
18 or Two Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three
19 Cents (\$233,333.33) in attorney's fees, and not more than Fifteen Thousand Dollars and Zero
20 Cents (\$15,000.00) in litigation costs and expenses. Defendant has agreed not to oppose Class
21 Counsel's request for attorney's fees and costs and expenses as set forth above.

22 4. "Class Counsel" means Zachary M. Crosner, Michael Crosner, Blake R. Jones, and
23 Rex Phillips, and Crosner Legal, P.C.

24 5. "Class List" means a complete list of all Class Members that Defendant will
25 diligently and in good faith compile from their records and provide to the Settlement
26 Administrator within twenty-one (21) business days after entry of an Order granting Preliminary
27 Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will
28 include each Class Member's full name; most recent mailing address and telephone number;

1 Social Security number; and number of Work Weeks worked during the settlement period.

2 6. "Class Member(s)" or "Class" or "Plaintiff's Class" means all individuals
3 employed by Defendant as a non-exempt employee in the State of California from March 9, 2017
4 through the earlier of sixty (60) days from June 14, 2021 or the date of preliminary approval.

5 7. "Class Notice" means the Notice of Class Action Settlement substantially in the
6 form attached hereto as Exhibit A, and approved by the Court.

7 8. "Class Representative" means Plaintiff Phillip Alonzo.

8 9. "Covered Period" means the period from March 9, 2017 through the earlier of sixty
9 (60) days from June 14, 2021 or the date of preliminary approval.

10 10. "Gross Settlement Amount" means the amount of Eight Hundred Thousand Dollars
11 and Zero Cents (\$800,000.00), to be paid by Defendant in full satisfaction of all claims alleged in
12 the Action or that could have been alleged in the Action, based on the operative facts alleged
13 therein, which includes all Individual Settlement Payments to Participating Class Members, the
14 Labor & Workforce Development Agency Payment, Attorney's Fees and Costs, the Class
15 Representative Enhancement Payment, and Settlement Administration Costs. Any employer-side
16 payroll taxes required by law, including the employer-side FICA, FUTA, and SDI contributions,
17 will be paid by Defendant separately and apart from the Gross Settlement Amount. There will be
18 no reversion of any portion of the Gross Settlement Amount to Defendant.

19 11. "Court" means the Los Angeles County Superior Court.

20 12. "Effective Date" shall be when Final Approval of the Settlement can no longer be
21 appealed by an objector, or in the absence of any objections (or if all objections are withdrawn
22 with Court approval by the time of the Final Approval Hearing), five (5) calendar days following
23 Notice of Entry of Judgment. If objections are heard by the Court and overruled, and no appeal is
24 taken of the Judgment by an objector, then the Effective Date shall be sixty-five (65) calendar
25 days after Notice of Entry of Judgment. If any appeal is taken from the Court's overruling of any
26 objections to the Settlement, then the Effective Date shall be ten (10) calendar days after all
27 appeals are withdrawn or after an appellate decision affirming the Final Approval and Judgment
28 becomes final.

1 13. “Final Approval” means the Court’s Order granting final approval of the
2 Settlement.

3 14. “Individual Settlement Payment” means each Participating Class Member’s
4 respective share of the Net Settlement Amount.

5 15. “Labor & Workforce Development Agency Payment” means the payment of
6 Twenty Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$26,250.00) from the Gross
7 Settlement Amount to the California Labor & Workforce Development Agency for its portion of
8 the civil penalties paid under the Private Attorneys General Act of 2004, California Labor Code
9 §§ 2698, *et seq.*

10 16. “Net Settlement Amount” means the portion of the Gross Settlement Amount
11 remaining after deducting the Class Representative Enhancement Payment, the Labor &
12 Workforce Development Agency Payment, Attorney’s Fees and Costs, and Settlement
13 Administration Costs. The entire Net Settlement Amount will be distributed to the Participating
14 Class Members. There will be no reversion of any portion of the Net Settlement Amount to
15 Defendant.

16 17. “Notice of Entry of Judgment” means a Notice of Entry of Judgment pursuant to
17 section 664.5(c) of the California Code of Civil Procedure filed and served by Plaintiff.

18 18. “Objection” means a Class Member’s valid and timely written objection to the
19 Settlement Agreement. A Class Member may submit a written objection in any written format
20 that complies with the provision of this paragraph. For a written Objection to be valid, it must
21 include: (i) the objector’s full name, signature, address, and telephone number; (ii) a written
22 statement of all grounds for the objection accompanied by any legal support for such objection;
23 (iii) copies of papers, briefs, or other documents upon which the objection is based, if any; (iv) be
24 returned to the Settlement Administrator; and (v) be postmarked on or before the Response
25 Deadline Alternatively, any Class Member may Object by appearing at the Final Fairness Hearing
26 either with or without submitting a written Objection.

27 19. “PAGA Class” means all individuals employed by Defendant as a non-exempt
28 employee in the State of California within one year and 65 days of the filing of the initial

1 complaint (May 21, 2020) until the earlier of sixty (60) days from June 14, 2021 or the date of
2 preliminary approval (the “PAGA Covered Period”).

3 20. “Parties” means Plaintiff and Defendant collectively.

4 21. “Participating Class Member” means any Class Member who does not submit a
5 timely and valid Request for Exclusion.

6 22. “Plaintiff” means Phillip Alonzo.

7 24. “Plaintiff’s Counsel” means Zachary M. Crosner, Michael Crosner, Blake R. Jones,
8 and Rex Phillips, and Crosner Legal, P.C.

9 24. “Preliminary Approval” means the Court order granting preliminary approval of
10 the Settlement.

11 25. “Qualifying Workweek(s)” means each seven-day period(s) commencing on
12 Sunday at 12:00 a.m. and ending on a Saturday at 11:59 p.m. in which a Class Member was
13 employed by Defendant in California during the Class Period.

14 26. “Released Claims” means all claims, causes of action and factual or legal theories
15 that were alleged on behalf of Settlement Class Members in the complaint in the Action, or could
16 have been alleged in the Action based on the facts and legal theories contained in the operative
17 complaint (the “Released Claims.”). The period of the Release shall extend to the limits of the
18 Covered Period. Expressly excluded from the Released Claims are claims for vested benefits,
19 wrongful termination, unemployment insurance, disability, social security, workers’
20 compensation, claims arising outside of the Class Period. The California Labor & Workforce
21 Development Agency, and any persons purporting to act on its behalf, including all of the
22 allegedly “Aggrieved Employees” at issue in the Action, will be bound by a release of all claims
23 against any Released Party for civil penalties recoverable under PAGA arising out of the Released
24 Claims during the PAGA Covered Period.

25 27. “Released Parties” means Defendant and any past, present, and future parents,
26 affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers,
27 directors, board members, trustees, shareholders, members, employees, agents, attorneys, auditors,
28 accountants, benefits administrators or third-party administrators, experts, contractors,

1 stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their
2 behalf, including, but expressly not limited to any entity or individual named at any point in the
3 Action.

4 28. "Request for Exclusion" means a timely written Request for Exclusion submitted
5 by a Class Member indicating a request to be excluded from the Settlement. The Request for
6 Exclusion must: (i) set forth the name, address, telephone number and last four digits of the Social
7 Security Number of the Class Member requesting exclusion; (ii) be signed by the Class Member;
8 (iii) be returned to the Settlement Administrator; and (iv) be postmarked on or before the
9 Response Deadline.

10 29. "Response Deadline" means the deadline by which Class Members must postmark
11 to the Settlement Administrator Requests for Exclusion, or postmark an Objection to the
12 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the
13 initial mailing of the Class Notice by the Settlement Administrator, unless the 45th day falls on a
14 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day
15 on which the U.S. Postal Service is open.

16 30. "Settlement Administration Costs" means the costs to the Settlement Administrator
17 for administering this Settlement, including, but not limited to, printing, distributing, and tracking
18 documents for this Settlement, maintaining a toll-free telephone number, tax reporting,
19 distributing the Gross Settlement Amount, and providing necessary reports and declarations, as
20 requested by the Parties or the Court. The Settlement Administration Costs will not exceed Five
21 Thousand Dollars and No Cents (\$5,000.00).

22 31. "Settlement Administrator" means Simpluris, Inc. or any other third-party class
23 action settlement administrator agreed to by the Parties and approved by the Court for the
24 purposes of administering this Settlement. The Parties each represent that they do not have any
25 financial interest in the Settlement Administrator or otherwise have a relationship with the
26 Settlement Administrator that could create a conflict of interest.

27 **TERMS OF AGREEMENT**

28 The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as

1 follows:

2 32. **Class Certification** For settlement purposes only, the Parties agree that the Class
3 shall be certified. This Settlement Agreement is contingent upon the approval and certification by
4 the Court of the Class for settlement purposes only. Defendant do not waive, and instead expressly
5 reserve, their rights to challenge the propriety of class certification for any purpose should the Court
6 not approve the Settlement. In connection with the proposed certification of the Class, the Parties
7 shall cooperate and present to the Court for its consideration competent evidence, as may be
8 requested by the Court, under the applicable due process requirements and standards for class
9 certification. In the event either preliminary or final approval of the Settlement is not obtained or,
10 if obtained, is reversed upon appeal, the Parties shall be returned to their respective positions in the
11 action as they existed immediately prior to the execution of this Agreement. Furthermore, nothing
12 said or represented in connection with obtaining approval of the Court with respect to this
13 settlement, either on a preliminary or final basis, shall be admissible for any purpose other than to
14 obtain approval by the Court of this Settlement.

15 33. **Funding of the Gross Settlement Amount.** The Settlement Administrator will
16 establish a Qualified Settlement Account (“QSA”) within five (5) business days of the Effective
17 Date, and Defendant will fund the QSA with the Settlement Amount and any Employer taxes
18 required within thirty (30) calendar days following the Effective Date.

19 34. **Attorney’s Fees and Costs.** Defendant agree not to oppose or impede any
20 application or motion by Class Counsel for Attorney’s Fees and Costs, not to exceed one-third
21 (1/3) of the Gross Settlement Amount, or Two Hundred Thirty Three Thousand Three Hundred
22 Thirty Three Dollars and Thirty Three Cents (\$233,333.33), in Attorney’s fees, and actual
23 litigation costs and expenses not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00).
24 The Parties stipulate that, for purposes of settlement only, Plaintiff and the Class are the
25 prevailing parties in the Action and are entitled to Attorneys’ fees and costs under the applicable
26 fee-shifting statutes, including, inter alia, California Code of Civil Procedure section 1021.5, and
27 Labor Code sections 218.5, 1194(a) and 2699(g). Any funds allocated to Attorney’s Fees and
28 Costs but not awarded by the Court will be included in the Net Settlement Amount and distributed

1 pro rata to the Participating Class Members. The Settlement Administrator will issue an IRS Form
2 1099 to Class Counsel for the Attorney's Fees and Costs.

3 **35. Class Representative Enhancement Payment.** In exchange for a general release,
4 and in recognition of his effort and work in prosecuting the Action on behalf of the Class
5 Members, Defendant agree not to oppose or impede any application or motion for a Class
6 Representative Enhancement Payment not to exceed Seven Thousand Five Hundred Dollars and
7 Zero Cents (\$7,500.00). The Class Representative Enhancement Payment will be paid from the
8 Net Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment. Any
9 funds allocated to the Class Representative Enhancement Payment but not awarded by the Court
10 will be included in the Net Settlement Amount and distributed pro rata to the Participating Class
11 Members. Plaintiff will be solely responsible to pay any and all applicable taxes on the payment
12 made pursuant to this paragraph, and the Settlement Administrator will issue an IRS Form 1099 to
13 Plaintiff for the Class Representative Enhancement Payment.

14 **36. Settlement Administration Costs.** The Settlement Administrator will be paid for
15 the reasonable costs of administration of the Settlement and distribution of payments from the
16 Gross Settlement Amount, which Settlement Administration Costs shall not exceed Five Thousand
17 Dollars and No Cents (\$5,000.00). These costs, will include, *inter alia*, the required tax reporting
18 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class
19 Notices, maintaining a toll-free telephone number, calculating Individual Settlement Payments and
20 distributing the Gross Settlement Amount as set forth herein, and providing necessary reports and
21 declarations. These costs shall be paid from the Gross Settlement Amount. Any funds allocated
22 to Settlement Administration Costs but not incurred by or otherwise paid to the Settlement
23 Administrator will be included in the Net Settlement Amount and distributed pro rata to the
24 Participating Class Members.

25 **37. PAGA Allocation.** The Parties agree to allocate Thirty Five Thousand Dollars
26 (\$35,000) from the Gross Settlement Amount to the resolution of all claims related to the Class
27 Members arising under the California Private Attorneys General Act of 2004 (California Labor
28 Code sections 2698, *et seq.*, "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%) of the

1 PAGA allocation, or Twenty Six Thousand Two Hundred Fifty Dollars and Zero Cents
2 (\$26,250.00), will be paid to the California Labor & Workforce Development Agency, and the
3 remaining Twenty Five Percent (25%) of the PAGA allocation, or Eight Thousand Seven Hundred
4 fifty Dollars and Zero Cents (\$8,750.00), will be allocated to each PAGA Class member
5 (including those who submit a Request for Exclusion from the class settlement) who was
6 employed by Defendant at any time during the PAGA Covered Period and who shall receive a
7 portion of the PAGA allocation proportionate to the number of Qualifying Work Weeks that he or
8 she worked during the PAGA period, and which will be calculated by multiplying the PAGA
9 Allocation by a fraction, the numerator of which is each individual's number of Qualifying Work
10 Weeks worked during the PAGA period, and the denominator of which is the total number of
11 Qualified Work Weeks worked by all PAGA Class members (including those who submit a
12 Request for Exclusion from the class settlement) during the PAGA period.

13 **38. Individual Settlement Payment Calculations.** The Individual Settlement
14 Payment for each Participating Class Member shall be determined as follows: (a) the Net
15 Settlement Amount shall be divided by the total number of Qualifying Work Weeks of all of the
16 Class Members. The result of this division is referred to as the Work Week Rate; and (b) the
17 amount of each Class Member's Individual Settlement Payment shall be the result of multiplying
18 each Class Member's number of Qualifying Work Weeks by the Work Week Rate. The
19 Settlement Administrator will perform all calculations necessary to determine the Individual
20 Settlement Payments based upon information provided by Defendant with the Class List.
21 Following Final Approval, the Settlement Administrator shall prepare and provide to Defendants'
22 counsel a final list (and to Class Counsel a redacted list) of all Participating Class Members. For
23 each Participating Class Member on this list, the Settlement Administrator will calculate and list
24 the amounts due to each Participating Class Member, and the total amount due to all Participating
25 Class Members.

26 **39.** The Settlement Administrator shall be responsible for reducing each Individual
27 Settlement Payment based on any required deductions for each Participating Class Member as
28 specifically set forth herein, including employee-side tax withholdings or deductions.

1 40. The entire Net Settlement Amount will be disbursed to all Class Members who do
2 not submit timely and valid Requests for Exclusion. If there are any timely and valid Requests for
3 Exclusion from members of the Class, the Settlement Administrator shall not include all
4 Qualifying Work Weeks attributable to such individuals as part of the calculation of the total
5 class-wide Qualifying Work Weeks for all Participating Class Members (as described above) so
6 that the amount available for distribution to the Participating Class Members equals 100% of the
7 Net Settlement Amount.

8 41. **No Credit To Benefit Plans.** The Individual Settlement Payments made to
9 Participating Class Members under this Settlement, as well as any other payments made pursuant
10 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
11 to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
12 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
13 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
14 affect any rights, contributions, or amounts to which any Class Members may be entitled under
15 any benefit plans.

16 42. **Administration Process.** The Parties agree to cooperate in the administration of
17 the settlement and to make all reasonable efforts to control and minimize the costs and expenses
18 incurred in administration of the Settlement.

19 43. **Delivery of the Class List.** Within twenty-one (21) business days of Preliminary
20 Approval, Defendant will provide the Class List to the Settlement Administrator.

21 44. **Notice by First-Class U.S. Mail.** Within ten (10) business days after receiving the
22 Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class
23 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
24 identified in the Class List.

25 45. **Confirmation of Contact Information in the Class List.** Prior to mailing, the
26 Settlement Administrator will perform a search based on the National Change of Address
27 Database for information to update and correct for any known or identifiable address changes.
28 Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the

1 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
2 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
3 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
4 promptly attempt to determine the correct address using a skip-trace, or other search using the
5 name, address and/or Social Security number of the Class Member involved, and will then
6 perform a single re-mailing.

7 46. **Class Notices.** All Class Members will be mailed a Class Notice via First Class
8 U.S. Mail. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii)
9 a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the total
10 number of Qualifying Work Weeks worked by that respective Class Member while working for
11 Brenntag Pacific, Inc. as a non-exempt employee the Covered Period, together with the total
12 number of Qualifying Work Weeks collectively worked by the members of the Settlement Class;
13 (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating
14 Individual Settlement Payments; (vi) the procedure for a Class Member to dispute the calculation
15 of their estimated Individual Settlement Payments; (vii) the dates comprising the Covered Period;
16 (viii) instructions on how to submit a Request for Exclusion or Objection; (ix) the deadlines by
17 which the Class Member must postmark Requests for Exclusion, and the deadlines by which the
18 Class Members must postmark Objections to the Settlement; and (x) the claims to be released.
19 The Class Notice shall be in substantially the same form as Exhibit A hereto, as approved by the
20 Court.

21 47. The Settlement Administrator will also maintain a toll-free telephone number for
22 Class Members to contact the Settlement Administrator regarding the Settlement, and the toll-free
23 telephone number will be identified in the Class Notice.

24 48. **Disputed Information on Class Notices.** Class Members will have an opportunity
25 to dispute the information provided in their Class Notices. To the extent Class Members dispute
26 their total Qualifying Work Weeks while working for Defendant as a non-exempt employee
27 during the Covered Period, Class Members may produce evidence to the Settlement Administrator
28 showing that such information in the Class Notice is inaccurate. The Settlement Administrator

1 will decide the dispute. Defendants' records will be presumed correct, but the Settlement
2 Administrator will evaluate the evidence submitted by the Class Member and will make the final
3 decision as to the merits of the dispute, which decision shall be final and unappealable by any
4 Party or Class Member. All disputes will be resolved within ten (10) business days of the
5 Response Deadline.

6 49. **Defective Submissions.** If a Class Member's Request for Exclusion is defective as
7 to the requirements listed herein, that Class Member will be given an opportunity to cure the
8 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
9 business days of receiving the defective submission to advise the Class Member that his or her
10 submission is defective and that the defect must be cured to render the Request for Exclusion
11 valid. The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15)
12 calendar days from the date of the cure letter to postmark a revised Request for Exclusion. If the
13 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

14 50. **Request for Exclusion Procedures.** Any Class Member wishing to opt-out from
15 the Settlement Agreement must sign and postmark a written Request for Exclusion to the
16 Settlement Administrator within the Response Deadline. The postmark date will be the exclusive
17 means to determine whether a Request for Exclusion has been timely submitted.

18 51. **Option to Rescind the Settlement Agreement:** Defendant may elect, at their
19 option, to rescind the Settlement if ten percent (10%) or more of Class Members submit timely
20 and valid Requests for Exclusion. If Defendant exercise the conditional right to rescind, it must
21 do so by written communication to Class Counsel that is received by Class Counsel within thirty
22 (30) calendar days of the Response Deadline. In the event Defendant exercises the conditional
23 right to rescind, Defendant will be responsible for all Settlement Administration Costs incurred
24 prior to notice to the Administrator of the rescission.

25 52. **Settlement Terms Bind All Class Members Who Do Not Opt-Out.** Any Class
26 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
27 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the
28 Released Claims, as well as any Judgment that may be entered by the Court if it grants final

1 approval to the Settlement.

2 **53. Objection Procedures.** To object to the Settlement Agreement, a Class Member
3 must timely submit to the Settlement Administrator a written Objection. Any written Objection
4 must be signed by the Class Member and contain all information required by this Settlement
5 Agreement, as specified in the Class Notice. Written Objections may be mailed to the Settlement
6 Administrator as explained in the Class Notice. The Settlement Administrator will forward copies
7 of all written Objections to both Class Counsel and counsel for the Defendant within three (3)
8 calendar days of receipt. The postmark date will be deemed the exclusive means for determining
9 whether a written Objection is timely. Class Members who fail to object in the manner specified
10 above will be deemed to have waived all objections to the Settlement and will be foreclosed from
11 making any objections, whether by appeal or otherwise, to the Settlement Agreement.

12 Alternatively, any Class Member may appear at the Final Approval Hearing, personally or through
13 their own counsel, in order to have their objections heard by the Court, regardless of whether such
14 Class Member submits a written Objection. Only those Class Members who do not submit a
15 Request for Exclusion may object to the Settlement. At no time will any of the Parties or their
16 counsel seek to solicit or otherwise encourage Class Members to submit written or oral objections
17 to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not
18 represent any Class Members with respect to any such objections to this Settlement. Any
19 Settlement Class member who requests to be excluded from the class settlement will not be
20 entitled to any recovery under the class settlement provisions and will not be bound by the terms
21 of the class settlement (although the PAGA settlement and release provisions will apply to each
22 such individual, and such individuals shall be entitled to their share of the PAGA Allocation) or
23 have the right to object, appeal or comment thereon.

24 **54. Certification Reports.** The Settlement Administrator will provide all counsel with
25 a weekly report that certifies the number of Class Members who have submitted valid Requests for
26 Exclusion, and whether any Class Member has submitted a challenge to any information
27 contained in their Class Notice. Additionally, the Settlement Administrator will provide to
28 counsel for both Parties any updated reports regarding the administration of the Settlement

1 Agreement as needed or requested.

2 **55. Distribution of Settlement Payments.** All settlement payments will be distributed
3 within twenty (20) calendar days of the funding of the QSA, at which time the Settlement
4 Administrator will issue the Court-approved payments to: (i) Participating Class Members; (ii) the
5 Labor & Workforce Development Agency; (iii) Plaintiff; (iv) Class Counsel; and (v) Settlement
6 Administration Costs.

7 **56. Un-cashed Settlement Checks.** If a Participating Class Member's Individual
8 Settlement Payment check is not cashed within 150 days after its last mailing to the Participating
9 Class Member, the Settlement Administrator will send the Participating Class Member a letter
10 informing him or her that unless the check is cashed in the next 30 days, it will expire and become
11 non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If any
12 checks remain uncashed by the expiration of the 30-day period after this notice, the funds
13 represented by those checks and funds represented by Individual Settlement Payment checks
14 returned as undeliverable will be forwarded to the California State Controller's Unclaimed Property
15 Fund in the name of the applicable Participating Class Member.

16 **57. Certification of Completion.** Upon completion of administration of the
17 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
18 such completion to the Court and counsel for all Parties.

19 **58. Treatment of Individual Settlement Payments.** All Individual Settlement
20 Payments will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement
21 Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty
22 Percent (80%) will be allocated to penalties and interest for which IRS Forms 1099-MISC will be
23 issued. All amounts paid from the PAGA Allocation will be allocated to penalties and interest for
24 which IRS Forms 1099-MISC will be issued.

25 **59. Administration of Taxes by the Settlement Administrator.** The Settlement
26 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
27 Counsel any W-2, 1099-MISC, or other tax forms as may be required by law for all amounts paid
28 pursuant to this Settlement. The Settlement Administrator will also be responsible for calculating

1 and forwarding all payroll taxes and penalties to the appropriate government authorities.

2 **60. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR
3 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
4 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
5 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
6 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
7 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
8 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
9 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
10 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
11 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
12 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
13 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
14 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
15 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
16 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
17 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
18 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
19 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
20 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
21 OF ANY SUCH ATTORNEYS’ OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
22 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
23 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
24 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
25 AGREEMENT.

26 **61. No Prior Assignments.** The Parties and their counsel represent, covenant, and
27 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
28 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,

1 action, cause of action or right herein released and discharged.

2 **62. Nullification of Settlement Agreement.** In the event that: (i) the Court does not
3 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for
4 any other reason, then this Settlement Agreement, and any documents generated to bring it into
5 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
6 Settlement Agreement will likewise be treated as void from the beginning.

7 **63. Preliminary Approval Hearing.** Plaintiff will obtain a hearing before the Court to
8 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval
9 Order. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
10 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will
11 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include
12 the proposed Class Notice, Exhibit A hereto. The form of the Order granting preliminary approval
13 to the Settlement shall be mutually agreed upon by the Parties prior to submission to the Court.

14 **64. Final Settlement Approval Hearing and Entry of Judgment.** Upon expiration
15 of the deadline to postmark Requests for Exclusion and Objections, and with the Court's
16 permission, a Final Approval Hearing will be conducted to determine the Final Approval of the
17 Settlement, along with the amounts properly payable for: (i) Individual Settlement Payments; (ii)
18 the Labor & Workforce Development Agency Payment; (iii) the Class Representative
19 Enhancement Payment; (iv) Attorney's Fees and Costs; and (v) all Settlement Administration
20 Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the
21 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
22 obtain final approval. Class Counsel will also be responsible for drafting the application for the
23 Representative Enhancement Payment and Attorneys' Fees and Costs, and a request for approval
24 of the Settlement Administration Costs, to be heard at the Final Approval Hearing. The form of
25 the Order and Judgment granting final approval to the Settlement shall be mutually agreed upon
26 by the Parties prior to submission to the Court.

27 **65. Release by the Settlement Class and LWDA.** On or before the date on which
28 motion for preliminary approval of the settlement is filed with the Court, Class Counsel will

1 provide notice to the LWDA of the settlement and its terms. Upon the Effective Date and
2 conditioned upon full satisfaction of the payment obligations in paragraph 53, all Participating
3 Class Members will be deemed to have released the Released Claims, and the LWDA will be
4 deemed to have released the Released Claims brought under PAGA, and will be barred and
5 enjoined from bringing or prosecuting any of the Released Claims against the Released Parties.

6 **66. Judgment and Continued Jurisdiction.** Upon final approval of the Settlement
7 by the Court or after the Final Approval Hearing, the Parties will present the Judgment to the
8 Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction
9 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
10 Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be
11 appropriate under court rules or as set forth in this Settlement Agreement.

12 **67. Release by Plaintiff.** Upon the Effective Date, in addition to the claims being
13 released by all Participating Class Members, Plaintiff will release and forever discharge the
14 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and
15 unknown, asserted and not asserted, suspected or unsuspected, foreseen or unforeseen, actual or
16 contingent, liquidated or unliquidated, and punitive or compensatory which Plaintiff has or may
17 have against the Released Parties as of the date of execution of this Settlement Agreement. To the
18 extent the foregoing releases are releases to which Section 1542 of the California Civil Code or
19 similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights
20 and benefits conferred upon him by the provisions of Section 1542 of the California Civil Code or
21 similar provisions of applicable law, which are as follows:

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

27 **68. Exhibits Incorporated by Reference.** The terms of this Settlement Agreement
28 include the terms set forth in the attached Exhibits, which is incorporated by this reference as

1 though fully set forth herein. Any Exhibit to this Settlement Agreement is an integral part of the
2 Settlement.

3 **69. Entire Agreement.** This Settlement Agreement and attached Exhibits constitute
4 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
5 agreements may be deemed binding on the Parties. The Parties expressly recognize California
6 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide
7 that a written agreement is to be construed according to its terms and may not be varied or
8 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
9 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

10 **70. Amendment or Modification.** No amendment, change, or modification to this
11 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
12 counsel.

13 **71. Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
14 warrant and represent they are expressly authorized by the Parties whom they represent to
15 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be
16 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute
17 any other documents required to effectuate the terms of this Settlement Agreement. The Parties
18 and their counsel will cooperate with each other and use their best efforts to effect the
19 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
20 content of any document needed to implement the Settlement, or on any supplemental provisions
21 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
22 assistance of the Court to resolve such disagreement.

23 **72. Binding on Successors and Assigns.** This Settlement Agreement will be binding
24 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
25 defined.

26 **73. California Law Governs.** All terms of this Settlement Agreement and Exhibit
27 hereto will be governed by and interpreted according to the laws of the State of California.

28 **74. Execution and Counterparts.** This Settlement Agreement is subject only to the

1 execution of all Parties. However, the Settlement Agreement may be executed in one or more
2 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
3 of the signature page, will be deemed to be one and the same instrument provided that counsel for
4 the Parties will exchange among themselves original signed counterparts.

5 **75. Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
6 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and
7 have arrived at this Settlement after adversarial and arm's-length negotiations before a well-
8 respected and neutral mediator, in the context of adversarial litigation, and taking into account all
9 relevant factors, present and potential. The Parties further acknowledge that they are each
10 represented by competent counsel and that they have had an opportunity to consult with their
11 counsel regarding the fairness and reasonableness of this Settlement.

12 **76. Invalidity of Any Provision.** Before declaring any provision of this Settlement
13 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
14 extent possible consistent with applicable precedents so as to define all provisions of this
15 Settlement Agreement valid and enforceable.

16 **77. Waiver of Certain Appeals.** The Parties agree to waive appeals; except, however,
17 that either party may appeal any court order that materially alters the Settlement Agreement's
18 terms.

19 **78. Non-Admission of Liability.** The Parties enter into this Settlement to resolve the
20 dispute that has arisen between them and to avoid the burden, expense and risk of continued
21 litigation. In entering into this Settlement, Defendant do not admit, and specifically deny, that
22 they violated any federal, state, or local law; violated any regulations or guidelines promulgated
23 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
24 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
25 engaged in any other unlawful conduct with respect to their employees. Neither this Settlement
26 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will
27 be construed as an admission or concession by Defendant of any such violations or failures to
28 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this

1 Settlement, this Settlement Agreement and its terms and provisions will not be offered or received
2 as evidence in any action or proceeding to establish any liability or admission on the part of
3 Defendant or to establish the existence of any condition constituting a violation of, or a non-
4 compliance with, federal, state, local or other applicable law.

5 79. **Waiver.** No waiver of any condition or covenant contained in this Settlement
6 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
7 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
8 right or remedy.

9 80. **Enforcement Actions.** In the event that one or more of the Parties institutes any
10 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
11 Settlement or to declare rights and/or obligations under this Settlement, the prevailing Party or
12 Parties will be entitled to recover from the unprevailing Party or Parties reasonable Attorneys' fees
13 and costs, including expert witness fees incurred in connection with any enforcement actions.

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

20 82. **Representation By Counsel.** The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this Settlement
22 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
23 counsel. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on
24 the Settlement Agreement.

25 83. **All Terms Subject to Final Court Approval.** All amounts and procedures
26 described in this Settlement Agreement herein will be subject to final Court approval.

27 84. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate
28 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms

of this Settlement Agreement.

85. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SIGNATURES

PLAINTIFF

DEFENDANT

DATED: 11 / 22 / 2021

DATED:

By Phillip Alonzo
Phillip Alonzo

By _____
Name
Title
Brenntag Pacific, Inc.

APPROVED AS TO FORM:

DATED: 11/19/2021

DATED:

By 
Zachary Crosner
CROSNER LEGAL, P.C.
Attorneys for Plaintiff

By James P. Carter
JACKSON LEWIS, PC
Attorneys for Defendant

4813-0168-0627, v. 1

1 of this Settlement Agreement.

2 85. **Binding Agreement.** The Parties warrant that they understand and have full
3 authority to enter into this Settlement Agreement, and further intend that this Settlement
4 Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible
5 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
6 confidentiality provisions that otherwise might apply under federal or state law.

7 **SIGNATURES**

8
9 **PLAINTIFF**

DEFENDANT

10 DATED:

DATED:

11
12 By _____

13 Phillip Alonzo

By  _____

14 Name Leslie Reeve
15 Title Secretary and General Counsel
16 Brenntag Pacific, Inc.

17 **APPROVED AS TO FORM:**

18 DATED:

DATED: November 30, 2021

19
20 By _____

21 Zachary Crosner
22 CROSNER LEGAL, P.C.
23 Attorneys for Plaintiff

By  _____

24 James P. Carter
25 JACKSON LEWIS, PC
26 Attorneys for Defendant

27 4813-0168-0627, v. 1
28

EXHIBIT

A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**IF YOU WORKED AS AN HOURLY NON-EXEMPT EMPLOYEE
FOR BRENNTAG PACIFIC, INC. YOU MAY OBTAIN PAYMENTS
FROM A SETTLEMENT REACHED IN A PROPOSED CLASS
ACTION LAWSUIT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
AFFECTED.**

This Notice is court approved. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Receive compensation but lose rights to sue separately. If you do nothing, you will receive compensation for your claims alleged in this lawsuit. You will also give up your rights to ever sue Brenntag Pacific, Inc. about any of the claims in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no compensation but keep rights to sue separately. If you ask exclude yourself from the settlement you will not receive any compensation from the settlement, but you will keep your rights to file a separate claim. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT OR COMMENT	Tell the Court why you like or don't like the settlement. You may write to the Court, or you may appear personally or through your own attorney and your own expense, and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.
These rights and options – and the time deadlines for exercising them – are explained further in this Notice.	

Any Questions? Call [Settlement Admin Toll Free Ph. #]

1. WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit *Phillip Alonzo v. Brenntag Pacific, Inc., et al.*, filed on or about May 21, 2020 in the Superior Court of California, in and for the County of Los Angeles, Case Number 20STCV20030 (the “Lawsuit”). This Notice is being sent to you by the order of the Los Angeles County Superior Court, which preliminarily approved the settlement and conditionally certified the Settlement Class on [REDACTED].

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Phillip Alonzo (“Plaintiff”) on behalf of individuals who worked as non-exempt employees for Brenntag Pacific, Inc. (“Brenntag”), and the settlement of the Lawsuit covers all non-exempt employees who worked for Brenntag from March 9, 2017 to August 13, 2021.

The Lawsuit alleges Brenntag failed to pay Class Members for all hours worked, failed to properly calculate and pay for all overtime wages owed, and failed to provide all meal and rest breaks required under California law. The Lawsuit also seeks related penalties for alleged inaccurate wage statements and the alleged failure to pay all wages due upon separation of employment, as well as civil penalties under the California Private Attorneys General Act. Brenntag denies each and all of the claims and contentions alleged by the Plaintiff. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive discovery and investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Brenntag agreed on a class settlement that was preliminarily approved by the Court on [REDACTED]. Plaintiff and Class Counsel support the settlement.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Brenntag that Plaintiff’s claims in the Lawsuit have merit or that it has any liability to Plaintiff or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

3. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who worked for Brenntag as an hourly non-exempt employee in California from March 9, 2017 through August 13, 2017 are included in the Class.

Any Questions? Call [Settlement Admin Toll Free Ph. #]

According to Brenntag's records, you are member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER].

4. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Brenntag will pay Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) ("Gross Settlement Amount") following final Court approval of the Settlement.

After attorney's fees and costs, a service payment to the Plaintiff, a payment to the California Labor & Workforce Development Agency, and settlement administration costs are deducted from the Gross Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members.

Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** Each Participating Class Member will receive a payment based the total number of "Qualifying Workweeks" they were employed by Brenntag as an hourly non-exempt employee during the relevant time period.

Individual Settlement Payments will be calculated as follows: first, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all of the Class Members to determine the "Weekly Amount." Second, the number of Qualifying Workweeks worked by each individual Class Member will be multiplied by the Weekly Amount to arrive at each person's Individual Settlement Payment.

Your estimated Individual Settlement Payment is set forth in Section 5 below.

- **Class Representative Service Payment:** For acting as the Class Representative, Plaintiff will request from the Court an award of \$7,500.00 in recognition of and as compensation for his efforts, such as starting the Lawsuit, volunteering time to assist with the case, and providing information and documents, as well as risks he assumed in starting and assisting with the prosecution of the Lawsuit. Any amounts ordered by the Court will be paid from the Gross Settlement Amount.
- **Class Counsel's Attorney's Fees and Costs:** Class Counsel will request from the Court no more than one-third (1/3) of the Gross Settlement Amount (\$233,333.33) as attorney's fees for litigation and resolution of the Lawsuit. Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated to be no more than \$15,000.00. Any amount ordered by the Court for Class Counsel's attorney's fees and costs will be paid from the Gross Settlement Amount.
- **PAGA Payment:** \$35,000.00 from the Gross Settlement Amount is allocated for payment to the State of California under the Private Attorneys General Act of 2004 ("PAGA"). Upon Court approval, 75% of the allocation (\$26,250.00) will be paid to the California Labor & Workforce Development Agency, and 25% (\$8,750.00) of the allocation will be distributed as part of the Net Settlement Amount.

Any Questions? Call [Settlement Admin Toll Free Ph. #]

- **Settlement Administration:** The costs of settlement administration will not exceed \$_____, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Gross Settlement Amount.
- All checks issued to Participating Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After the check expiration date the money corresponding to any unclaimed or uncashed checks will be sent to the California State Controller's Unclaimed Property Fund.

5. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?

You do not need to do anything to receive a payment from the settlement.

Brenntag's records show that, while you worked as an hourly non-exempt employee during the relevant time period, you worked a total of [Number of Qualifying Workweeks]. Accordingly, your anticipated Individual Settlement Payment is [\$ AMOUNT]. The actual amount may vary somewhat based on the actual implementation of the settlement.

20% of your settlement award will be issued in a check(s) representing unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck). 80% of your settlement award will be issued in a check(s) representing penalties and interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you dispute the information about the amount of your anticipated settlement share, you must advise the Settlement Administrator and follow the steps below to substantiate your dispute.

To dispute the amount of your anticipated settlement share you must send in the mail any records (such as paystubs, pay checks or other records) supporting your calculation of the total number of weeks you were employed by Brenntag in an hourly non-exempt position along with a letter explaining the dispute, and be sure to include the last four digits of your social security number by [RESPONSE DEADLINE]. The date of the postmark will determine if it was timely mailed. The Settlement Administrator will review the information you submit along with Brenntag's records and make a final determination as to the correct amount of your settlement share.

The Settlement Administrator is:

Alonzo v. Brenntag Pacific Settlement Administration
c/o Settlement Administrator
Street Address/PO Box
City, State, Zip Code

6. WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?

Any Questions? Call [Settlement Admin Toll Free Ph. #]

Unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you can't sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you. If you stay in the Settlement Class, you will be deemed to have released and discharged Brenntag as well as any and all of its affiliates, employees, directors, officers, shareholders, agents, attorneys, successors and assigns, from all claims, causes of action and factual or legal theories that were alleged on behalf of Settlement Class Members in the complaint in the Lawsuit, or could have been alleged based on the facts and legal theories contained in the complaint in the Lawsuit (the "Released Claims."). The period of the Release shall extend to the limits of the Covered Period of March 9, 2017 through August 13, 2017.

The Settlement Agreement contains additional details about the scope of the Release and Released Claims, and you may obtain a copy from the Settlement Administrator or Class Counsel listed below.

7. DO I HAVE A LAWYER IN THIS CASE?

The Court has decided the law firm below is qualified to represent you and the Settlement Class. This law firm is called "Class Counsel."

Crosner Legal, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, California 90210
Telephone: (310) 496-5818

If you want to be represented by your own lawyer, you may hire one at your own expense.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written opt out request to the Settlement Administrator at the following address:

Alonzo v. Brenntag Pacific Settlement Administration
c/o Settlement Administrator
Street Address/PO Box
City, State, Zip Code

To be valid, a written request for exclusion must: (1) state your name, address, telephone number, and last four digits of your social security number; (2) be signed by you; (3) be mailed by first-class mail no later than [RESPONSE DEADLINE] to the Settlement Administrator at the above address; and (4) clearly state that you do not wish to be included in the settlement. The date of the postmark will determine if your request for exclusion was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Class Settlement Amount, including the Release described in this Notice.

If you timely mail a complete and valid request for exclusion, you will no longer be a member of the class and you will not be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the

Any Questions? Call [Settlement Admin Toll Free Ph. #]

PAGA release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Brenntag. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class pursuant and were employed during the PAGA Period shall still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement either in writing, by appearing at the Final Approval Hearing in person or through an attorney at your own expense, or both. The Final Approval Hearing is scheduled to take place on [REDACTED], 2022, at 10:00 a.m. in Department 50 of the Superior Court of the State of California for the County of Los Angeles, located at 111 N. Hill St., Los Angeles, California 90012.

To be valid, all written objections and supporting papers if any, must: (1) state your full name, address and telephone number; (2) provide a written statement of all grounds for the objection accompanied by any legal support for the objection; (3) state the last four digits of your social security number (4) be signed by you or your counsel; and (5) clearly identify the case name and number. The case name is "Alonzo v. Brenntag Pacific, Inc." and the case number is "20STCV20030."

You must submit your written objection and all supporting papers if any to the Settlement Administrator by mailing to the following address:

Alonzo v. Brenntag Pacific Settlement Administration
c/o Settlement Administrator
Street Address/PO Box
City, State, Zip Code

To be valid, your written objection and all supporting papers must be postmarked on or before [RESPONSE DEADLINE].

If you do not submit a written objection, you may still appear at the Final Approval Hearing and make your objection to the Court.

10. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from initiating a lawsuit or proceeding regarding the Released Claims.

11. THE FINAL APPROVAL HEARING

The Final Approval Hearing is scheduled to take place on [REDACTED], 2022, at 10:00 a.m. in Department 50 of the Superior Court of the State of California for the County of Los Angeles, located at 111 N. Hill St., Los Angeles, California 90012. The date and time may change without further notice to the Class.

Any Questions? Call [Settlement Admin Toll Free Ph. #]

At the Final Approval Hearing, the Court will make a final decision whether to approve the settlement, and will also decide what amounts will be awarded to Plaintiff for a service award, and to Class Counsel for attorney's fees and costs.

12. FURTHER INFORMATION

This Notice is only a summary of the settlement. **IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, or wish to see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), the Court's Preliminary Approval Order, the operative complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this settlement, you may contact the Settlement Administrator at [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER] or Class Counsel listed above. Please refer to the Brenntag Pacific Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT

Any Questions? Call [Settlement Admin Toll Free Ph. #]