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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALBERTO RAMOS, individually and on behalf of other persons similarly situated and similarly aggrieved employees, Plaintiffs,
v.

LIBERTY CONTAINER CORP., an active California Limited Liability Company; and DOES 1 through 10, Defendants.

ROGER RODRIGUEZ on behalf of himself and on behalf of all persons similarly situated and similarly aggrieved employees,

Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a California Corporation (aka Key Container Company); and DOES 1-50, Inclusive,

Defendants.

Case No.: 20STCV06560 (lead);
20STCV13959

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Amy D. Hogue in Dept. SS-7]

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATION OF HAIK HACOPIAN WITH EXHIBIT; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF JEAN-CLAUDE LAPUYADE; DECLARATION OF SHANI O. ZAKAY; DECLARATION OF ALBERTO RAMOS; DECLARATION OF ROGER RODRIGUEZ; AND [PROPOSED] ORDER

Date: March 17, 2022
Time: 11:00 a.m.
Dept.: SS-7

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Attorneys for Plaintiff Roger Rodriguez on behalf of himself and on behalf of all persons similarly situated and similarly aggrieved employees

1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on March
2 17, 2022 at 11:00 a.m. or as soon thereafter as the matter may be heard in Department SS-7
3 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California
4 90012, Plaintiffs Alberto Ramos and Roger Rodriguez ("Plaintiffs"), individually and on
5 behalf of a similarly-situated class of individuals, will and hereby do move this Court for an
6 order:

7 1. Preliminarily approving the proposed class settlement of this lawsuit;

8 2. Provisionally certifying the Class, defined as follows:

9 All non-exempt Union production employees (covered by the
10 Collective Bargaining Agreement) who are or previously were
11 employed by Defendant in California during the period of
12 February 20, 2016 through July 28, 2021 ("Class Period");

13 3. Preliminarily appointing Plaintiff Alberto Ramos and Plaintiff Roger
14 Rodriguez as Class Representatives;

15 4. Preliminarily appointing Zorik Mooradian and Haik Hacopian of Mooradian
16 Law, APC, Shani O. Zakay of Zakay Law Group, APLC, and Jean-Claude Lapuyade of JCL
17 Law Firm, APC, as Class Counsel;

18 5. Preliminarily approving the proposed settlement of Plaintiffs' Private
19 Attorneys General Act ("PAGA") claims;

20 6. Appointing CPT Group as the third-party settlement administrator;

21 7. Scheduling a hearing to consider whether the class settlement should be finally
22 approved, and whether to award amounts for Service Awards to the Class Representatives,
23 attorneys' fees and costs to Class Counsel, and settlement administration costs; and

24 8. Approving the proposed Class Notice, and ordering that it shall be
25 disseminated to the proposed Class as provided in the Stipulated Settlement Agreement.

26 This Motion is based on this Notice of Motion, the accompanying Memorandum of
27 Points and Authorities, the Declaration of Haik Hacopian with Exhibit, the Declaration of
28 Zorik Mooradian, the Declaration of Jean-Claude Lapuyade, the Declaration of Shani O.
 Zakay, the Declaration of Alberto Ramos, the Declaration of Roger Rodriguez, the pleadings

1 and other papers filed in this action, and on any further oral or documentary evidence or
2 argument presented at the time of hearing.

3 The Stipulated Settlement Agreement is attached as **Exhibit “A”** to the Declaration of
4 Haik Hacopian. The proposed Class Notice is attached as **Exhibit “1”** to the Stipulated
5 Settlement Agreement. See HH Decl. ¶9, Ex. 1.

6
7 Dated: Dec. 3, 2021

MOORADIAN LAW, APC
ZAKAY LAW GROUP, APLC
JCL LAW FIRM, APC

8
9
10 By: /s/ Haik Hacopian
11 Zorik Mooradian, Esq.,
12 Haik Hacopian, Esq.,
13 Shani O. Zakay, Esq.,
14 Jean-Claude Lapuyade, Esq.
15 Attorneys for Plaintiffs Alberto Ramos and Roger
16 Rodriguez, individually and on behalf of other
17 persons similarly situated and similarly aggrieved
18 employees
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs, Alberto Ramos and Roger Rodriguez (“Class Representatives” or
4 “Plaintiffs”), and Defendant Liberty Container Corp. (“Defendant”) have reached a proposed
5 class settlement with a non-reversionary Settlement Amount of \$395,000 for a Class
6 consisting of 102 non-exempt union production employees who worked for Defendant at their
7 manufacturing facility in South Gate from February 20, 2016 through July 28, 2021 (“Class
8 Period”). The Settlement anticipates coverage for 17,200 workweeks, with a proportional
9 increase of the Settlement Amount if the workweek total ultimately exceeds 18,060. The
10 settlement allows for an average settlement payment slightly in excess of \$2,000, which
11 represents an excellent recovery.

12 This Settlement resolves these consolidated class action lawsuits and settles the wage
13 and hour claims for all Settlement Class Members who do not request exclusion. Payments
14 will be made on an opt-out non-reversionary basis.

15 The proposed settlement is memorialized in the “Stipulated Settlement Agreement”
16 hereinafter referred to as “Settlement Agreement” or “S.A.” A true and correct copy of which
17 is attached to the accompanying Declaration of Haik Hacopian (hereinafter “HH Decl.”) as
18 **Exhibit “A”**.

19 The Parties have conducted an investigation concerning the facts and law during the
20 pendency of this action and which included informal discovery, production of class records
21 and data, conferences, and a mediation session before an experienced employment law
22 mediator, Mr. Jeffrey Krivis.

23 This proposed settlement is well within the range of what constitutes a fair, reasonable,
24 and adequate settlement to all concerned especially in light of the legal and factual obstacles
25 that Plaintiffs faced, the sharply contested issues involved, the risks and costs of further
26 litigation, and the tangible monetary benefits to be received by Plaintiffs and the Class. The
proposed notice procedure comports with Cal. Rules of Court, rule 3.769, and due process
requirements. The notice program should be approved and a final fairness hearing set.

1 **II. SUMMARY OF THE LITIGATION**

2 **A. Defendant, Class Members, and Plaintiffs**

3 Defendant is engaged in the business of corrugated and solid fiber box manufacturing
4 and operates a sole manufacturing facility located at 4224 Santa Ana Street in South Gate,
5 where class members were employed. In accordance with the information received through
6 informal discovery, the class consists of 102 individuals (which includes 38 former
7 employees) who worked as union production employees for Defendant at its facility during
8 the Class Period. Production employees operated corrugators which created cut sheets of
9 corrugated fiberboard and converters which formed the cut fiberboard into boxes. At the time
10 of mediation, it was estimated that class members worked approximately 17,200 workweeks,
11 or weekly pay periods, during the Class Period. Plaintiff Ramos was employed from 1983
12 until his separation on or about February 11, 2019. Plaintiff Rodriguez was employed from
2012 through May of 2019. Declaration of Haik Hacopian (hereinafter “HH Decl.”) ¶7.

13 **B. Plaintiffs’ Lawsuits**

14 On February 20, 2020, Plaintiff Alberto Ramos filed a class action complaint against
15 Defendant entitled *Alberto Ramos v. Liberty Container Corp.*, LASC Case No. 20STCV06560
16 (“Ramos Action”). On February 7, 2020, prior to the filing of the above described action,
17 Plaintiff Ramos communicated a notice letter pursuant to the Private Attorneys General Act
18 (“PAGA”) to Defendant and to the Labor and Workforce Development Agency (“LWDA”).
19 Plaintiff Ramos’ PAGA claim was assigned case no. LWDA-CM-774084-20 upon electronic
20 submission to the LWDA. S.A. ¶2.1.

21 On April 9, 2020, Plaintiff Roger Rodriguez filed a class action complaint against
22 Defendant entitled *Roger Rodriguez v. Liberty Container Corp.*, LASC Case No.
23 20STCV13959 (“Rodriguez Action”). On April 7, 2020, prior to the filing of the Rodriguez
24 Action, Plaintiff Rodriguez communicated a notice letter pursuant to the Private Attorneys
25 General Act (“PAGA”) to Defendant and to the Labor and Workforce Development Agency
26 (“LWDA”). Plaintiff Rodriguez’s PAGA claim was assigned case no. LWDA-CM-782092-
20 upon electronic submission to the LWDA. S.A. ¶2.2.

On September 18, 2020, the Ramos Action and the Rodriguez action were consolidated through the filing of a Consolidated Complaint with the earlier Ramos action being designated the lead case. In addition to consolidating the class action claims separately asserted by Plaintiffs, a representative PAGA cause of action was added in accordance with the above described notices communicated by both Plaintiffs. S.A. ¶2.3.

The operative Consolidated Complaint includes the following causes of action: (1) Failure to Pay Minimum and Overtime Wages; (2) Failure to Provide Required Meal Periods; (3) Failure to Provide Required Rest Periods; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Timely Pay Vacation Wages at Termination; (6) Failure to Provide Accurate Wage Statements; (7) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq.; and (8) Penalties Pursuant to Private Attorneys General Act (“PAGA”). On October 19, 2020, Defendant filed its Answer to the Consolidated Complaint. S.A. ¶2.3.

C. Discovery and Mediation

The Parties have conducted investigation of the operative facts and applicable law during the pendency of the case through informal discovery. The defenses have been assessed into and the parties have engaged in a meaningful exchange of records re same. Additionally, Plaintiffs have reviewed and examined class data and have retained the services of an expert who has analyzed the damages and evaluated the potential class wide exposure. The Parties’ mediation was preceded by the production of a significant number of documents and wage related electronic records for Plaintiffs and the putative class which included a class list with hire and separation dates, relevant policies, time and pay records for a sample of 25 employees, final wage statements for 38 former employees, a union contract, and time cards and personnel files for both Plaintiffs. HH Decl. ¶8.

On July 28, 2021, Plaintiffs and Defendant participated in a full-day mediation before Mr. Jeffrey Krivis. The Parties were able to reach a resolution at the mediation with the assistance of Mr. Krivis. The Parties thereafter entered into their Stipulated Settlement Agreement, a true and correct copy of which is attached as **Exhibit “A”** to the Declaration of

Haik Hacopian. HH Decl. ¶9, Ex. A.

III. THE PROPOSED SETTLEMENT

A. The Essential Terms of the Settlement

If the Court approves this settlement, Defendant will pay the gross sum of \$395,000 ("Settlement Amount") which will be used to fund this Settlement and make payments to Class Members, who will be paid on an all-in non-reversionary opt-out basis. The Settlement Amount excludes the employer share of taxes on the wage component of the Settlement which will be separately funded by Defendant. HH Decl. ¶10.

The principal terms of the class action settlement are summarized below:

• Settlement Amount. S.A. ¶¶1.18, 3.5:	\$395,000
• Minus Court-approved Attorneys' Fees (33 1/3%). S.A. ¶3.6:	(\$131,666.66)
• Minus Court-approved Cost Award. S.A. ¶3.6:	(\$20,000)
• Minus Court-approved Service Awards. S.A. ¶3.8:	(\$20,000)
• Minus estimated settlement administration costs. S.A. ¶3.7:	(\$8,000)
• Minus 75% PAGA Payment to LWDA. S.A. ¶3.9:	(\$7,500)
• Minus 25% PAGA Share to Aggrieved Employees. S.A. ¶3.9:	(\$2,500)

Total Deductions from Settlement Amount:	(\$189,666.66)
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Net Settlement Amount. S.A. ¶1.11:	\$205,333.34
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The approximate estimated simple average class settlement payment, assuming maximum awards and participation by 102 individuals, calculates to \$2,013.07. HH Decl. ¶11. There are presently no other claims or lawsuits that would be impacted by this settlement. HH Decl. ¶12.

B. Class Members

Settlement Class Members are defined as follows:

All non-exempt Union production employees (covered by the Collective Bargaining Agreement) who are or previously were employed by Defendant in California during the period of February 20, 2016 through July 28, 2021.

1 S.A. ¶1.21.

2 **C. Settlement Payments to Class Members**

3 The Individual Settlement Payment to each Settlement Class Member will be
4 determined by the total number of Workweeks Worked by the entire Settlement Class which
5 includes enhancements to former employees for their waiting time and unpaid vacation
6 claims. S.A. ¶4.3.

7 The value of a Workweek Worked shall be calculated by counting the total number of
8 Workweeks Worked by all Settlement Class Members dividing the Net Settlement Amount
9 (less \$2,500 for the PAGA share of Aggrieved Employees) by that number. Settlement Class
10 Members whose employment ended during Class Period will be allocated an additional 0.25
11 Workweeks Worked credit for each Workweek Worked, up to a maximum of 6 additional
12 Workweeks Worked to compensate them for their waiting time penalty claims. Each
13 Participating Settlement Class Member will receive an Individual Settlement Payment equal
14 to his or her number of Workweeks Worked multiplied by the value of a Workweek Worked.
15 The total value of Covered Workweeks attributable to Settlement Class Members who do not
16 become Participating Settlement Class Members will be added back into the Net Settlement
Amount and divided among each Participating Settlement Class Member. S.A. ¶4.3 & 4.4.

17 **D. Settlement Allocation to Class Members**

18 The Individual Settlement Payments to Participating Settlement Class Members are
19 allocated for tax purposes as follows: claimed unpaid wages – 20% of each Settlement
20 Payment; claimed interest and claimed penalties – 80% of each Individual Settlement
21 Payment. Class Members will be responsible for paying their share of all taxes due on their
22 Settlement Payment other than the employer's share of payroll taxes, and all required
23 withholdings and deductions which will be calculated and withheld by the Settlement
Administrator. S.A. ¶4.9.

24 **E. Opt-Outs and Objections**

25 Class Members will have sixty (60) days from the mailing of the Class Notice to opt
26 out, object to the Settlement, or dispute the number of workweeks attributable to them. S.A.

¶¶4.4, 4.5, & 4.6.

Class Members may elect to exclude themselves (“Opt Out”) from the Settlement by timely submitting a written request to be excluded from the Settlement. S.A. ¶4.5. The Opt-Out Request must include the Class Member’s name, address, telephone number, last four digits of the Social Security number, and a statement that the Settlement Class Member wishes to be excluded from the Settlement. Class Notice, §13.

Class Members who have not filed an Opt-Out Request may object to the Settlement by submitting a written request to the Settlement Administrator. S.A. ¶4.6. The written objection must contain the Class Member’s name, address, and telephone number of the objector. It must also include the case name and number, and a description of the objection. Class Notice, §16. S.A. ¶4.6.

Any dispute shall be resolved by the Settlement Administrator with the assistance of Settlement Class Counsel and Defense Counsel. Absent clear evidence submitted by the Settlement Class Member establishing that the workweeks are not as presented in their Class Notice, Defendant’s records shall presumptively control. To the extent the Settlement Administrator is unable to resolve the dispute to the satisfaction of the Settlement Class Member, the Parties will submit the dispute with all supporting evidence to the Court for final adjudication at the Final Approval Hearing. S.A. ¶4.4.

F. Release

Release As To All Participating Class Members: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, all Settlement Class Members who do not timely opt out of the Settlement (“Participating Class Members”), including their heirs, assigns, estates and representatives, shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released Claims. The Settlement Agreement shall be in full settlement, compromise, release and discharge of the Released Claims and each of them, and the Released Claims by the Class Representative, and the Released Parties shall have no further or other liability or obligation to any Class Member and/or the Class Representative with respect to the Released Claims and Class

1 Representative's Released Claims, except as expressly provided herein. S.A. ¶5.1.

2 Release As To All Aggrieved Employees: Upon the Effective Date and funding in full
3 of the Settlement Amount by Defendant, Plaintiffs and the State of California shall be deemed
4 to fully forever, irrevocably and unconditionally release and discharge the Released Parties
5 from the Released PAGA Claims. *Id.*

6 "Released Claims" means: all class claims alleged in the operative complaint which
7 occurred during the Class Period, and expressly excluding all other claims, including claims
8 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
9 workers' compensation, and class claims outside of the Class Period. S.A. ¶1.16.

10 "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
11 and Plaintiffs' PAGA notices to the LWDA which occurred during the PAGA Period, and
12 expressly excluding all other claims, including claims for vested benefits, wrongful
13 termination, unemployment insurance, disability, social security, workers' compensation, and
14 PAGA claims outside of the PAGA Period. S.A. ¶1.17.

15 "Released Parties" means Defendant, including each of Defendant's respective past,
16 present, and/or future, direct and/or indirect, officers, directors, members, managers,
17 employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,
18 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
19 assigns, and joint venturers. S.A. ¶1.17.

20 "Effective Date" means and refers to the date when all of the following events have
21 occurred: (1) the Settlement Agreement has been executed by all Parties; (2) the Court has
22 given preliminary approval to this Settlement Agreement; (3) the Class Notice has been sent
23 to Settlement Class Members, providing them with an opportunity to object to the terms of
24 this Settlement Agreement or to opt out of the Settlement; (4) the Court has held a formal
25 fairness hearing and entered a final Order and Judgment certifying the Settlement Class, and
26 approving this Settlement Agreement; (5) ten (10) calendar days have passed since the Court
has entered a Final Approval Order and Judgment certifying the Settlement Class, and
approving the Stipulation of Settlement and (6) in the event there are written objections filed

1 prior to the final fairness hearing which are not later withdrawn or denied, the later of the
2 following events: five (5) business days after the period for filing any appeal, writ or other
3 appellate proceeding opposing the Court's final Order approving the Settlement has elapsed
4 without any appeal, writ or other appellate proceeding having been filed; or, if any appeal,
5 writ or other appellate proceeding opposing the Court's final Order approving the Settlement
6 has been filed, five (5) business days after any appeal, writ or other appellate proceedings
7 opposing the Settlement has been finally and conclusively dismissed with no right to pursue
8 further remedies or relief. S.A. ¶1.11.

9 Only Named Plaintiffs will be providing a general release and waiver of Civil Code
10 §1542. S.A. ¶5.2.

11 **G. Service Award to Named Class Representatives**

12 As part of the settlement, at the time of seeking final approval of the proposed class
13 action settlement, Plaintiffs will separately apply for Service Awards in the amount of Ten
14 Thousand Dollars (\$10,000) each for their services to the Settlement Class. S.A. ¶3.8.
15 "[I]ncentive awards are fairly typical in class action cases ... and are intended to compensate
16 class representatives for work done on behalf of the class [and] to make up for financial or
17 reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases*
18 (2010) 186 Cal.App.4th 1380, 1393-94. Plaintiffs' requested incentive payments are intended
19 to recognize Plaintiffs' contributions on behalf of the Class and are fair in relation to the total
20 settlement, their efforts, and standing alone. HH Decl. ¶13. Plaintiff have put a significant
21 amount and time and effort participating in these cases and understand their role and
22 obligations as class representatives. Declaration of Alberto Ramos, ¶¶3-8; Declaration of
23 Roger Rodriguez, ¶¶3-7.

24 **H. Attorneys' Fees & Costs**

25 Defendant agrees not to oppose Plaintiffs' counsel's application for an attorneys' fees
26 award of \$131,666.66, which is one-third (33 1/3%) of the Settlement Amount of \$395,000,
and payment of documented litigation costs and expenses up to \$20,000. S.A. ¶3.6. Plaintiffs
will submit detailed support for their request for a fee award along with their motion for final

1 approval of the settlement. For now, counsel submits that the requested fee is fair
2 compensation for undertaking a complex, risky, expensive, and potentially time-consuming
3 litigation involving these cases on a purely contingent fee basis. Here, counsel has incurred
4 substantial attorneys' fees independently conducting pre-filing investigations, analyzing the
5 claims, litigating the case, conducting legal research and analysis, reviewing significant
6 documentary and electronic records produced by Defendant, performing data analysis of
7 employee timekeeping data and payroll records, preparing for and attending a full-day
8 mediation, negotiating the settlement, preparing and amending the long-form Stipulated
9 Settlement Agreement, Class Notice, and preparing this Motion for Preliminary Approval,
10 and otherwise aggressively pursuing the interests of the putative class. HH Decl. ¶14.

11 Both California and federal courts have recognized that an appropriate method for
12 awarding attorneys' fees in class actions is to award a percentage of the "common fund"
13 created as a result of the settlement. *See Wershba v. Apple Computer, Inc.* (2001) 91
14 Cal.App.4th 224, 254 (recognizing both the "percentage of recovery" and "lodestar/
15 multiplier" methods). Plaintiff counsel's request for fees of one-third (33 1/3%) of the
16 Settlement Amount is within the range of reasonableness. Historically, courts have awarded
17 percentage fees in the one-third range. *See, e.g., Laffitte v. Robert Half Int'l, Inc.* (2014) 231
18 Cal.App.4th 860, 878 (“[S]tudies show that . . . fee awards in class actions average around
19 one-third of the recovery.”); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 n.11 (2008)
20 (accord); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*,
21 J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies
22 of class action litigation nationwide conclude that a one-third fee is consistent with market
23 rates).

24 In conclusion, counsel submits that its request for attorneys' fees is reasonable when
25 viewed as an overall percentage of the settlement as well as with reference to counsel's
26 loadstar. In light of the risks and significant work undertaken by counsel, the results obtained
for the class, and the efficiency with which the Parties collaborated to conduct the litigation,
the fee and cost request is fair and reasonable. HH Decl. ¶15.

1 **IV. PRELIMINARY APPROVAL IS WARRANTED**

2 Rules of Court, rule 3.769 conditions the settlement of a class action on court approval,
3 which is generally evaluated under the federal standards applicable under Rule 23 of the Fed.
4 R. Civ. P. 23. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337
5 (2012) (stating that Rule 3.769 requires the trial court to determine "that the settlement is fair,
6 reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150
7 F.3d 1011, 1026 (stating that Rule 23(e) requires the trial court to determine "whether a
8 proposed settlement is fundamentally fair, adequate, and reasonable"). To be approved, a
9 settlement must be "fair, reasonable and adequate to all concerned." *Reed*, 208 Cal.App.4th at
10 337. Settlement is the preferred means of dispute resolution, particularly in complex class
11 action litigation. *See In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The
12 Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken
13 as a whole is fair, and is not the product of fraud or collusion between the negotiating parties.
14 *See, e.g., Hanlon*, 150 F.3d at 1027. There is an initial presumption of fairness when the
15 settlement agreement was negotiated at arms' length by experienced counsel. *See, e.g., Kullar*
16 *v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130. A trial court's decision to approve
17 a class action settlement is within the sound discretion for the trial judge and may be reversed
18 only if the trial court acted outside of its broad discretion. *See Munoz v. BCI Coca-Cola*
Bottling Co. of L.A. (2010) 186 Cal.App.4th 399, 407.

19 **A. Standard for Preliminary Approval**

20 To make a fairness determination, the Court should consider several factors, including:
21 "The strength of Plaintiff's case, the risk, expense, complexity and likely duration of further
22 litigation, the risk of maintaining class action status through trial, the amount offered in
23 settlement, the extent of discovery completed and the stage of the proceedings, [and] the
24 experience and views of counsel." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.
25 "The list of factors is not exclusive and the Court is free to engage in a balancing and weighing
26 of the factors depending on the circumstances of each case." *Wershba v. Apple Computer,*
Inc., supra, 91 Cal.App.4th at 245. It should be noted that the reasonableness of a settlement

1 is not dependent upon its actual value approaching the potential recovery plaintiff might have
2 received if he had succeeded at trial, *Sutter Health Unins. Pricing Cases* (2009) 171 Cal. App.
3 4th 495, 511 (emphasizing that the court must be mindful that “[t]he ... class case could have
4 gone to an incredibly lengthy and expensive jury trial, and the class could have lost the case”
5 and must account for that likelihood in discounting the value of the claims for settlement
6 purposes [emphasis in original]). As discussed below, the proposed settlement is fair, adequate
7 and reasonable in light of the overall balance of factors in this case.

8 **B. The Strength of Plaintiffs’ Case**

9 1. Unpaid Wage Claims

10 Employees typically worked scheduled day and swing (night) shifts consisting of 8,
11 10, and 12 hour durations. Time was tracked through manual timecards which employees
12 punched in at the factory entrance before starting their shifts. Timecards were retained during
13 the work day wherein employees logged their daily activity. The timecards were used to clock
14 back out after the end of scheduled shifts. Employees reviewed and signed their timecards
15 before submitting them for processing. As the clock in preceded the start of the shift and clock
16 out succeeded the end of the shift, a 15-minute rounding policy was applied, as well as a 30
minute automatic meal period deduction. HH Decl. ¶16.

17 For example, a typical clock in for an 8 hour swing shift could be as follows: 2:23p
18 clock in for a shift starting at 2:30p and an 11:03p clock out for the shift ending at 11:00p.
19 The time would round to a total of 8.5 hours and after the 30-minute meal period deduction
20 was applied, the employee would be paid for 8 hours of work. Defendant, however,
21 represented that employees were not expected to begin work until the start of a shift, when
22 employees were expected to start operating the machinery, and that any rounding that was
23 applied did not result in any loss. Plaintiffs contended that the rounding resulted in a net loss
requiring the payment of additional wages. HH Decl. ¶17.

24 The issue Plaintiffs face on this claim is proving that work was performed before and
25 after shifts negating by rounding, that Defendant was aware, and refused to pay wages. Further
26 difficulty in proving this claim is that very frequently, the time clock was not utilized such

1 that the primary means of time tracking was the time manually logged by employees on the
2 card. Further, that employees had the opportunity to review and sign their time cards, which
3 bear employee and supervisor signatures on each one. Ultimately, significant individualized
4 inquiries will entail making class treatment of this claim extremely difficult. HH Decl. ¶18.

5 Plaintiffs' analysis revealed a potential range of rounding loss anywhere from 7
6 minutes per week to 8 minutes per day. Taking the high end of the range, at 8 minutes of loss
7 of overtime per employee per shift, at an average overtime rate of \$28.50, results in \$353,913
8 in additional wages owed. In light of the difficulty in attaining and maintaining certification
9 and then prevailing on the merits as described above, Plaintiffs do not value a potential unpaid
10 wage/rounding claim in excess of \$75,000. HH Decl. ¶19.

11 2. Meal and Rest Breaks

12 Defendant did not maintain an employee handbook but circulated a standing shift
13 schedule which set forth approximate times for meal and rest breaks for each of the six
14 available shifts. All shifts had lunch start times before the fifth hour of work. The two 12 hour
15 shifts provided for second meal breaks before the tenth hour of work and to the extent a second
16 meal break was taken, the shift end times would extend by thirty minutes. As to rest breaks,
17 two rest breaks were scheduled and the 12 hours shifts had allowances for third rest breaks.
18 The only facially problematic issue is that 8 hour day shift had a first rest break scheduled 5.5
19 hours into the shift, after the meal break. HH Decl. ¶20.

20 Employees did not use the time clock for meal breaks and Defendant applied a 30
21 minute automatic meal period deduction to each shift to account for meal breaks (a practice
22 which Defendant has represented it has ceased as a consequence of this litigation). Plaintiffs
23 contended that Defendant failed its obligation to adequately track meal periods such that a
24 favorable presumption of non-provision of meal periods would arise. Defendant countered
25 that it can rebut such a presumption because: (1) they maintained a bell system for breaks, (2)
26 The converters, the majority of the machines, were shut down for meal and rest breaks and
corrugator machines were also turned off during lunch which ensured no work was performed
and breaks were off-duty, (3) there was no on-premises requirement for breaks and employees

1 had free access to lunch trucks that serviced the facility and many employees regularly went
2 to a nearby liquor store to get snacks, (4) to the extent employees logged their meal period
3 and/or breaks on their time cards, they will routinely show that the breaks taken were
4 consistent with the shift schedules, and (5) the time cards included an acknowledgement that
5 breaks were properly provided. HH Decl. ¶21.

6 Assuming one meal and one rest break violation for each of the 18,627 class
7 workweeks, at an average regular rate of \$19/hour, premium pay damages will calculate to
8 \$707,826. In light of the difficulty in attaining and maintaining certification and then
9 prevailing on the merits based on the factors above, Plaintiffs do not value a potential meal
10 and rest break claim in excess of \$200,000. HH Decl. ¶22.

11 3. Unpaid Vacation Wages

12 Defendant maintained a vacation benefit for employees and, as such, employees were
13 required to be paid any accrued vacation pay upon their separation. Plaintiff Ramos was not
14 paid his accrued vacation wages upon his separation. Defendant, however, represented that
15 such non-payment was an aberration and that employees were timely and fully paid out their
16 accrued vacation wages upon their separation, as consistent with their compliant written
17 policy. Defendant explained that because a workers' compensation settlement agreement they
18 entered into with Plaintiff Ramos marked off "compensation," Defendant assumed that this
19 included vacation pay compensation. Moreover, Plaintiff Ramos was properly paid the full 66
20 hours of vacation that he was owed. Based on the above, Plaintiff does not assign any value
21 to an unpaid vacation claim on a class basis. HH Decl. ¶23.

22 4. Waiting Time Penalties

23 The claim for waiting time penalties is derivative of the claims for unpaid wages and
24 meal and rest premiums. It has been held that Section 203 waiting time penalties cannot be
25 premised on meal or rest break violations. *Naranjo v. Spectrum Sec. Servs.* (2019) 40
26 Cal.App.5th 444 (review granted) ("we hold that section 226.7 actions do not entitle
employees to pursue derivative penalties in sections 203 and 226"). The claim is further
insulated by the "good faith dispute" defense, as applicable to premium wages or otherwise.

1 Assuming each of the 38 separated employees was subjected to a maximum 30-day waiting
2 period, at 8 hour days and \$19 per hour, exposure would come to \$173,280 at a very high end.
3 But given the above, and high likelihood of not being able to certify the claim and prevail on
4 the merits, and any substantive claim potentially involving only a few days of delay, Plaintiff
5 does not believe the value of this claim exceeds \$25,000. HH Decl. ¶24.

6 5. Wage Statement Penalties

7 The regular weekly wage statements issued to employees were facially compliant with
8 the requirements of Labor Code Section 226. As with waiting time penalties, this claim is only
9 derivative of unpaid wage, meal, and rest break violations. See *Naranjo, supra*. Although
10 maximum exposure calculates to \$328,000 for the 82 employees during the wage statement
11 penalty period across 8,451.50 wage statements from February 7, 2019 through July 28, 2021,
12 Plaintiff does not assess any exposure for this cause of action. HH Decl. ¶25.

13 6. PAGA Claims

14 Plaintiff calculates 8,451.50 pay periods during the PAGA limitations period. At a
15 \$100 violation rate for each pay period, maximum available penalties come to \$845,120 and
16 if tripled to cover meal and rest violations, the available penalties can sum to \$2,535,360. Any
17 penalty evaluations, however, are subject to significant discretionary reductions per Cal.
18 Labor Code Sec. 2699(e)(2). Applying a 75-85% reduction, consistent with reported cases,
19 results in a potential exposure range of \$126,768 to \$380,304. HH Decl. ¶26. *See e.g., Fleming*
20 *v. Covidien* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047 at *4 (reduction of PAGA civil
21 penalties for wage statement violations from \$2,800,000 to \$500,000, because “the aggrieved
22 employees suffered no injury” as a result of the violations, the defendants “were not aware”
23 their wage statements violated the law, and the defendants “took prompt steps to correct all
24 violations once notified.”) Moreover, given the intention of PAGA penalties to not serve a
25 punitive purpose but to sufficiently act as a deterrent to further Labor Code violations, a Court
26 may readily conclude that a minimal penalty assessment will more than suffice to deter
violations by a smaller employer such as Defendant here. In light of potential defenses to the
substantive claims that would bear on PAGA liability as well and potential for rejection of all

1 or part of the claim on trial manageability grounds, Plaintiff does not value a potential PAGA
2 claim in excess of \$50,000. HH Decl. ¶27.

3 **C. Risks and Uncertainty**

4 Although Plaintiffs steadfastly maintain that their claims are meritorious, they
5 acknowledges that their position includes real risks and uncertainty. In deciding whether to
6 approve the settlement, the Court must balance the risk factors against an “understanding of
7 the amount in controversy and the realistic range of outcomes of the litigation.” *Kullar*, 168
8 Cal.App.4th at 130, 133; *Munoz*, 186 Cal.App.4th at 408-09. In this case, the settlement is fair
9 and adequate when compared to the total potential exposure and the risks inherent in
10 Plaintiffs’ claims. HH Decl. ¶28.

11 As courts have observed, “simply because a settlement may amount to only a fraction
12 of the potential recovery does not in itself render it unfair or inadequate. Compromise is the
13 very nature of settlement.” *Boyd v. Bechtel Corp.* (C.D. Cal. 1979) 485 F. Supp. 610, 618. In
14 this case, Plaintiffs consider the settlement to be significantly more than a “fraction,”
15 particularly considering the various potential complications, dangers and pitfalls that
16 proceeding would entail. HH Decl. ¶28.

17 In addition to considering the value of immediate payment for Settlement Class
18 Members, Plaintiffs’ counsel discounted the value of the class claims based on a variety of
19 factors, including the California Supreme Court’s decision in *Brinker Restaurant Corp. v.*
20 *Superior Court* (2012) 53 Cal.4th 1004. Defendant could have argued that it sufficiently
21 provided breaks without “policing” them. Moreover, Plaintiff’s theory of liability for rest
22 break violations was weaker since employers have no obligation to record rest breaks (as rest
23 breaks are paid breaks). The relative lack of written proof, except for potential testimony from
24 Settlement Class Members, diminished the prospect of certifying the claim. Thus, a significant
25 discount on those claims was warranted. HH Decl. ¶¶20-22.

26 The potential penalties were deemed to be substantial claims. In response, Defendant
raised the good-faith dispute defense to the waiting time penalty claims, thereby precluding

1 their imposition². Success on the penalty claims would require proving that the Defendant's
2 conduct was "willful." As to PAGA claims, there existed a high likelihood that significant
3 discretionary reduction to maximum penalties would be applied, and/or an alternate pay
4 period valuation method would be applied. HH Decl. ¶¶26-27.

5 In short, Plaintiffs' ability to prevail on certification and merits was far from certain.
6 There is the risk that prolonged litigation would likely have produced a worse result for
7 Settlement Class Members. Thus, this factor supports preliminary approval.

8 **D. Risk, Expense, Complexity, and Duration of Further Litigation**

9 This factor also weighs in favor of settlement approval. The parties had engaged in
10 informal discovery with significant review and assessment of the asserted claims which
11 included expert assistance. Defendant could have moved for summary adjudication on all or
12 some of the claims. Moreover, preparation for class certification and trial remained for the
13 Parties as well as the prospect of appeals in the wake of a disputed class certification ruling
14 for Plaintiffs and/or summary judgment ruling. As a result, the parties would incur
15 considerably more attorneys' fees and costs through trial. This settlement avoids those risks
16 and the accompanying expense. HH Decl. ¶29. Hence, an additional support for a preliminary
17 approval.

18 **E. Risk of Maintaining Class Action Status**

19 To the extent any claims were certified, Defendant would certainly seek to decertify
20 them. Absent settlement, there was a risk that there would never be a certified class. HH Decl.
21 ¶20. Thus, this factor, too, supports preliminary approval of the settlement.

22 **F. Amount Offered in Settlement Given Realistic Value of Claims**

23 This proposed settlement provides a fair and reasonable monetary recovery for the
24 Class in the face of disputed claims and significant hurdles. HH Decl. ¶28. Courts recognize

25 ² See, e.g., Cal. Code Regs. § 13520 (a good-faith dispute exists to a claim for waiting time penalties "when an
26 employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part
of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith
dispute did exist.").

1 that the reasonableness of a settlement is not dependent upon it approaching the potential
2 recovery plaintiffs might receive if successful at trial. *See In re Omnivision Tech., Inc.* (N.D.
3 Cal. Jan. 9, 2008) 2008 WL 123936; *see also Nat'l Rural Telecomm. Coop. v. Directv, Inc.*
4 (C.D. Cal. 2004) 221 F.R.D. 523, 527 ("well settled law that a proposed settlement may be
5 acceptable even though it amounts to only a fraction of the potential recovery"); *Officers for*
6 *Justice v. Civil Serv. Comm* (9th Cir. 1982) 688 F. 2d 615, 628 (it is "the complete package,
7 taken as a whole rather than the individual component parts, that must be examined for overall
8 fairness"). The \$395,000 Settlement Amount captures the entirety of the \$350,000 assessed
9 case value on viable class claims, which is extremely favorable given the significant risk
10 factors described above. HH Decl. ¶28.

11 **G. Discovery Completed and the Status of Proceedings**

12 The lawsuit involved informal discovery which included the production of payroll and
13 timekeeping records, and information regarding the size and makeup of the putative class. It
14 was only after the completion of this process and expert analysis that the parties participated
15 in mediation and thereafter reached the proposed settlement. HH Decl. ¶¶8 & 9. Here is an
16 additional factor germane to the preliminary approval.

17 **H. The Experience and Views of Counsel**

18 "Parties represented by competent counsel are better positioned than courts to produce
19 a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific*
20 *Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiffs are
21 represented by competent and experienced counsel who pressed Plaintiffs' claims forward
22 against a reputable defense firm. Class Counsel possesses extensive experience litigating wage
23 and hour class actions from the plaintiff side and has been appointed as class counsel in
24 numerous cases alleging similar claims. HH Decl. ¶¶2-3, Declaration of Zorik Mooradian
25 (hereinafter "ZM Decl.") ¶¶2-5, Declaration of Jean-Claude Lapuyade, ¶¶2-6, Declaration of
26 Shani O. Zakay, ¶3. Class Counsel conducted review and analysis of Defendant's practices
and timekeeping and payroll records and drew on its extensive experience in similar cases to
effectively assess the strengths and weaknesses of Plaintiffs' claims. The settlement was also

1 reached with the input and assistance of an experienced and respected neutral mediator. HH
2 Decl. ¶¶8 & 9. This factor strongly supports preliminary approval. *See, Kullar, supra*, 168
3 Cal.App.4th at 130 ("The court undoubtedly should give considerable weight to the
4 competency and integrity of counsel and the involvement of a neutral mediator in assuring
5 itself that a settlement agreement represents an arm's length transaction entered without self-
6 dealing or other potential misconduct.").

7 **V. THE PRELIMINARY APPROVAL STANDARD HAS BEEN MET**

8 The Court should grant preliminary approval of the settlement and direct that notice
9 be given if the proposed settlement when it: (1) falls within the range of possible approval;
10 (2) appears to be the product of serious, informed and non-collusive negotiations; and (3) has
11 no obvious deficiencies. *See Manual for Complex Litigation* § 30.41 (3rd Ed. 1995); 4
Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

12 The proposed settlement reflects a substantial portion of the estimated recovery that
13 the Settlement Class could reasonably expect in light of the potential litigation risks. As well,
14 the proposed settlement is for a sizable sum in light of the strong defenses and provides for
15 significant individual recovery. In accordance, the proposed settlement is within the range of
16 possible approval for communication of a notice in conformity and consideration thereof by
17 the Settlement Class. The Court will have the opportunity to again assess the reasonableness
18 of the settlement after the Class has had the opportunity to opt-out or object. HH Decl. ¶31.

19 **A. The Settlement Resulted From Serious, Informed, and Non-Collusive** 20 **Negotiations**

21 This proposed class-wide settlement is the result of arm's-length negotiations by
22 counsel, punctuated by a full-day mediation session before an experienced mediator and is,
23 therefore, entitled to an initial presumption of fairness. *See Kullar*, 168 Cal.App.4th at 130.
24 Plaintiffs reviewed data for the class and conducted analysis of the data and records, with the
25 participation of an expert, to arrive at their estimated damage figures. HH Decl. ¶¶8-9, 16-28.

26 The parties reached an agreement to mediate before Mr. Jeffrey Krivis, a respected
neutral mediator. Both sides then finalized the Stipulated Settlement Agreement. HH Decl.

¶9. Therefore, this factor also supports preliminary approval.

B. Provisional Class Certification is Appropriate Here

“Litigation by class action has long been recognized as a superior method of resolving wage and hour claims in California.” *Martinez v. Joe’s Crab Shack Holdings* (2013) 221 Cal.App.4th 1148, 1152. Class certification is appropriate when there exists “an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to alternatives.” *Brinker*, 53 Cal.4th 1004 at 1021. As the Supreme Court has noted, “[c]laims alleging a uniform policy consistently applied to a group of employees in violation of the wage and hour laws are of the sort routinely, and properly, found suitable for class treatment.” *Id.* at 1033. This is exactly such a case.

1. The Proposed Class Is Ascertainable and Numerous

A class is "ascertainable" where the members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *See Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919 (alterations in original). Here, the proposed Class is defined by reference to two objective characteristics: (1) individuals who worked as non-exempt union production employees for Defendant in California, and (2) were employed by Defendant at some time during the putative class period at a single location. Therefore, Class Members can be identified from Defendant’s personnel and other employment records. As to numerosity, the Class consists of at least 102 individuals, making it highly impracticable to bring all class members before the Court. HH Decl. ¶7.

2. The Community of Interest Requirements for Class Treatment are Met

“[T]he community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Brinker*, 53 Cal.4th at 1021.

1 **a. Common Issues of Law and Fact Predominate**

2 The focus in a certification dispute is not on the merits of the case, but rather on what
3 types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug*
4 *Store, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327. "Common questions of law and fact
5 are required in order to assure the interests of the litigants and the Court are furthered by
6 permitting the suit to proceed as a class action rather than in a multiplicity of separate suits."
7 *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975. Where the defendant
8 systematically engages in policies and practices that allegedly violate the Labor Code and
9 subject all of its employees to the same unlawful conduct, common questions of law and fact
10 will predominate over individualized issues. *See, e.g., Ghazaryan v. Diva Limousine, Ltd.*
11 (2008) 169 Cal.App.4th 1524, 1538 (holding that a class of limousine drivers challenging their
12 compensation plan was proper for class treatment). Here, the predominance factor is met
13 because each claim challenges an alleged common policy or practice that Plaintiffs contend is
14 illegal. Plaintiffs' claims under the Labor Code are predicated on: a failure to pay for all hours
15 worked; meal, rest period policies and practices. These sorts of claims are commonly held to
16 be proper for class certification. *See, e.g., Williams v. Superior Court* (2013) 221 Cal.App.4th
17 1353, 1371 (certifying class based on uncompensated work time).

18 **b. The Claims of Named Plaintiffs Are Typical**

19 The typicality requirement is satisfied where class representatives have claims that are
20 typical of those of the rest of the class. *B.WI. Custom Kitchen v. Owens-Illinois, Inc.* (1987)
21 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the
22 same goods as the putative class in a consumer class action). Here, the claims of Plaintiffs are
23 typical of those held by the members of the proposed Class. First, Plaintiffs were employed
24 by Defendant during the proposed Class Period and were subject to its wage and hour
25 practices. Second, Plaintiffs claim they were injured by the same challenged practices they
26 claim injured the Settlement Class as a whole. Therefore, Plaintiffs have suffered the same
alleged injuries as the other members of the Settlement Class and satisfy the typicality
requirement.

1 **c. Plaintiff & Class Counsel Will Fairly & Adequately**
2 **Represent the Class**

3 The adequacy of representation requirement examines conflicts of interest between
4 named parties and the class they seek to represent. *See Capital People First v. State Dept. of*
5 *Developmental Services* (2007) 155 Cal.App.4th 676, 697. A party's claim of representative
6 status will only be defeated by a conflict that "goes to the very subject matter of the litigation."
7 *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, Plaintiffs and their counsel
8 will adequately represent the class as there are no conflicts between the named Plaintiffs and
9 the Class they seek to represent, and Plaintiffs have claims that are in line with those of the
10 class. Declaration of Alberto Ramos, ¶¶3&4, Declaration of Roger Rodriguez, ¶¶3&4, HH
11 Decl. ¶7, ZM Decl. ¶7. Plaintiff's counsel also has extensive experience in wage and hour
12 class action litigation. HH Decl. ¶¶2-3, ZM Decl. ¶¶2-5. For these reasons, the Court should
13 provisionally certify the proposed Class.

14 **3. Class-Wide Settlement is Superior to Other Available Methods of**
15 **Resolution**

16 Here, the alternative method of resolution would be multiple individual lawsuits,
17 challenging the same alleged wage and hour policies and practices of Defendant, and each
18 seeking a small amount of damages. Such duplicative litigation would be extremely inefficient
19 and costly for the courts and wasteful for judicial forums that would otherwise devote
20 resources to other matters. HH Decl. ¶32. In light of these concerns, a class action is the
21 superior method of resolving these wage and hour claims. *Martinez*, 221 Cal.App.4th at 152
22 ("Litigation by class action has long been recognized as a superior method of resolving wage
23 and hour claims in California.")

24 **VI. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED**
25 **NOTICE**

26 This Court should order distribution to the Class Members of the proposed Class
Notice in both English and Spanish by first-class mail. S.A. ¶¶1.6 & 4.4. This manner of
giving notice is the "best notice practicable" under the circumstances because it provides

1 "individual notice to all members who can be identified through reasonable effort." *See Eisen*
2 *v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. As a general rule, class notice must strike
3 a balance between thoroughness and the need to avoid unduly complicating the content of the
4 notice and confusing class members. *Wershba*, 911 Cal.4th at 252. The proposed Notice of
5 Settlement is attached as Exhibit 1 to the Stipulated Settlement Agreement. S.A. ¶1.6, Ex. 1.

6 Here, the Parties propose that the settlement be administered by CPT Group ("CPT"
7 or "Settlement Administrator"), an experienced class action settlement administrator. S.A.
8 ¶4.2. The Settlement Administrator's duties are detailed in the Stipulated Settlement
9 Agreement. S.A. ¶4.2. Settlement Class Members' addresses are ascertainable through
10 Defendant's personnel and payroll records. To the extent that the addresses of former
11 employees have changed, CPT will run all the addresses provided through the United States
12 Postal Service Notice of Change Of Address database (which provides updated addresses for
13 any individual who has moved in the previous four years and has notified the U.S. Postal
14 Service of a forwarding address) and perform skip traces to obtain current address
15 information. S.A. ¶4.4. The Settlement Agreement allocates a maximum of \$8,000 for
16 administration expenses, which is appropriate in light of the number of class members and the
17 size of the settlement and the extent of work to be performed in administering the settlement
18 of the class. S.A. ¶3.7.

19 The content of the proposed Class Notice satisfies Cal. Rules of Court, rule 3.769(d)
20 because it advises class members of the nature of the claims, basic contentions and denials of
21 the parties and the key terms of the settlement, the deadline to opt-out, or object to the
22 settlement and the procedure by which to do so, explains the recovery formula and expected
23 recovery amount for each class member, and advises them that they will be bound by the terms
24 of the settlement if they do not request exclusion. S.A. ¶1.6, Ex. 1. The proposed Class Notice
25 will also notify Settlement Class Members of the final approval hearing date and provides the
26 contact information for Class Counsel, and advises Settlement Class Members that they may
enter an appearance through counsel if they wish to. This manner of giving notice satisfies
Cal. Rules of Court, rule 3.769(e) as the most reliable and cost-effective method of reaching

1 Settlement Class Members.

2
3 **VII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

4 The Settlement allocates \$10,000 for resolution of Plaintiffs' PAGA claim with \$7,500
5 (75%) payable to the LWDA and \$2,500 (25%) payable to Aggrieved Employees. S.A. ¶3.9.
6 "Aggrieved Employees" means all non-exempt Union production employees (covered by the
7 Collective Bargaining Agreement) who are or previously were employed by Defendant in
8 California during the period of February 21, 2019 until July 28, 2021 ("PAGA Period"). S.A.
9 ¶1.3. To the extent an Aggrieved Employee is also a Settlement Class Member, they will
10 receive their Individual PAGA Settlement Payment (S.A. ¶1.24) even if they submit an
11 exclusion request. S.A. ¶3.9. The sum payable to each Aggrieved Employee shall be allocated
12 based on the proportionate number of weekly pay periods worked by the individual Aggrieved
13 Employee during the PAGA Period relative to the total number of pay periods worked by all
14 Aggrieved Employees. *Id.* As required, this Motion and all supporting papers will be
15 concurrently submitted to the LWDA.

16 **VIII. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

17 The Parties request that this Court set a hearing for final approval of the settlement on
18 a date appropriately scheduled to follow the deadline by which Settlement Class Members
19 must file objections to the settlement or opt-out. *See* Cal. Rule of Court, rule 3.769. The parties
20 propose that the final papers in support of the settlement be filed and served no later than 14
21 days prior to the hearing on final approval, and that the hearing on final approval of the
22 settlement be set 120 days after the date of the preliminary approval hearing, to allow a
23 reasonable period for notice and administration, and an opportunity to object to the settlement,
24 without excessive delay to the Class as to the receipt of their settlement shares.

25 //

26 //

//

1 **IX. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily
3 approve the proposed settlement, provisionally certify the Settlement Class, and enter the
4 Proposed Order submitted concurrently herewith.

5 Dated: Dec. 3, 2021

MOORADIAN LAW, APC
ZAKAY LAW GROUP, APLC
JCL LAW FIRM, APC

6
7
8 By: /s/Haik Hacopian
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12 Jean-Claude Lapuyade, Esq.
13 Attorneys for Plaintiffs Alberto Ramos and Roger
14 Rodriguez, individually and on behalf of other
15 persons similarly situated and similarly aggrieved
16 employees
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Declaration of HAIK HACOPIAN

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I am the principal of Mooradian Law, APC and, along with Zorik Mooradian, am counsel for
5 Plaintiff Alberto Ramos and seek appointment as Class Counsel in the class action lawsuit
6 entitled *Alberto Ramos, individually and on behalf of other persons similarly situated and*
7 *similarly aggrieved employees v. Liberty Container Corp.*, and bearing Los Angeles County
8 Superior Court Case No. 20STCV06560, which has been consolidated with the class action
9 lawsuit entitled *Roger Rodriguez on behalf of himself and on behalf of all persons similarly*
10 *situated and similarly aggrieved employees v. Liberty Container Company*, and bearing Los
11 Angeles County Superior Court Case No. 20STCV13959. I make this Declaration in support
12 of Plaintiffs' Motion for Preliminary Approval based on my own personal knowledge and if
13 called as a witness I could and would competently testify to the following facts stated herein.

14 2. I am a 2010 graduate of St. John's University School of Law. I was admitted
15 to the New York State Bar in February of 2011 and was assigned Registration Number
16 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned
17 State Bar Number 282361 and have been active and in good standing since. I have
18 been involved in the litigation of complex cases at all stages throughout my career including
19 wage and hour class actions and representative PAGA actions. I am currently actively
20 involved with numerous class action and PAGA matters in various litigation stages.

21 3. The following is a short title index of wage-and-hour class action cases
22 in which I have represented and/or continue to represent named plaintiff in the capacity of co-
23 counsel: Nuno v. Universal Building Maintenance/BC541570; Perez v. Quest
24 Nutrition/BC630914; Cabrera v. Complete Facilities Maintenance/BC538248; Cardenas v.
25 Iron Mountain/BC620476 (appointed as class counsel); Hernandez v. Johnny
26 Rockets/BC604536; Castro v. Advanced Cosmetic Research/BC634270; Linares v. Personal
27 Touch Cleaning/BC613182; Escalante v. Friendly Hills Country Club/BC640583 (appointed
28 as class counsel); Fuentes v. Kamran Staffing/BC604535 (appointed as class counsel);

1 Martinez v. Pampanga Food Company/BC637207; Perez v. El Pollo Loco/JCCP4957
2 (appointed as class counsel); Rosa v. Intercontinental Hotels/BC566377; Serrano v. Noise
3 (appointed as class counsel); Contreras v. Golden State Foods/BC708535; Avina v. Marriott
4 Vacations Worldwide/8:18-cv-00685-JVS-JPR (appointed as class counsel); Balaguer v.
5 Eminent, Inc/19STCV16803 (appointed as class counsel).

6 4. I am familiar with California wage and hour law including the
7 laws governing the alleged violations and the Orders of the Industrial Welfare Commission,
8 and the Private Attorneys General Act.

9 5. I know of no conflicts as to why I, or Mr. Mooradian, could not serve as Class
10 Counsel in this matter and I am fully aware of the responsibilities I would owe as
11 Class Counsel to the proposed class in this action. I also know of no conflicts that would
12 preclude Mr. Ramos from serving as a Class Representative in this matter.

13 6. As a result of my prior experience, including as class counsel in other wage
14 and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the
15 proposed class in this action. Based on my experience as Class Counsel, I believe, in light of
16 the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the
17 proposed settlement is fair to the class, reasonable and more than adequate in view of (i) the
18 strength of Plaintiffs' claims and Defendants' defenses, (ii) the risk, expense, complexity and
19 likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification
20 and maintaining class action status through trial, (iv) the total settlement amount of \$395,000
21 offered in settlement allowing for significant individual recoveries by employees, (vii) the
22 discovery conducted by the Parties in this case, (vi) my experience with similar settlements in
23 wage and hour class actions that have received court approval, and (viii) the fact that the
24 settlement was the result of arms' length negotiations between experienced counsel facilitated
25 by Mr. Jeffrey Krivis, a respected neutral mediator.

26 7. Defendant Liberty Container Company is engaged in the business of
27 corrugated and solid fiber box manufacturing and operates a sole manufacturing facility
28 located at 4224 Santa Ana Street in South Gate, where class members were employed. In

1 accordance with the information received through informal discovery, the class consists of
2 102 individuals (which includes 38 former employees) who worked as union production
3 employees for Defendant at its facility during the Class Period. Production employees
4 operated corrugators which created cut sheets of corrugated fiberboard and converters which
5 formed the cut fiberboard into boxes. At the time of mediation, it was estimated that class
6 members worked approximately 17,200 workweeks, or weekly pay periods, during the Class
7 Period. Plaintiff Ramos was employed from 1983 until his separation on or about February
8 11, 2019. Plaintiff Rodriguez was employed from 2012 through May of 2019.

9 8. The Parties have conducted investigation of the operative facts and applicable
10 law during the pendency of the case through informal discovery. The defenses have been
11 assessed into and the parties have engaged in a meaningful exchange of records re same.
12 Additionally, Plaintiffs have reviewed and examined class data and have retained the services
13 of an expert who has analyzed the damages and evaluated the potential class wide exposure.
14 The Parties' mediation was preceded by the production of a significant number of documents
15 and wage related electronic records for Plaintiffs and the putative class which included a class
16 list with hire and separation dates, relevant policies, time and pay records for a sample of 25
17 employees, final wage statements for 38 former employees, a union contract, and time cards
18 and personnel files for both Plaintiffs.

19 9. On July 28, 2021, Plaintiffs and Defendant participated in a full-day mediation
20 before Mr. Jeffrey Krivis. The Parties were able to reach a resolution at the mediation with
21 the assistance of Mr. Krivis. The Parties thereafter entered into their Stipulated Settlement
22 Agreement, a true and correct copy of which is attached hereto as **Exhibit "A"**.

23 10. If the Court approves this settlement, Defendant will pay the gross sum of
24 \$395,000 ("Settlement Amount") which will be used to fund this Settlement and make
25 payments to Class Members, who will be paid on an all-in non-reversionary opt-out basis. The
26 Settlement Amount excludes the employer share of taxes on the wage component of the
27 Settlement which will be separately funded by Defendant.

28 11. The Net Settlement Amount to be distributed to Settlement Class Members

calculates to \$205,333.34 after deductions from the Settlement Amount for: (1) \$131,666.66 (one-third of Settlement Amount) for attorneys' fees, (2) \$20,000 for litigation costs, (3) \$20,000 in Service Awards, or \$10,000 to each Plaintiff, (4) \$8,000 in settlement administration costs, (5) a \$7,500 payment to the LWDA as its 75% share of the \$10,000 allocated to settlement of Plaintiffs' PAGA claims, and (6) a \$2,500 distribution to Aggrieved Employees for their 25% share of the PAGA allocation. Assuming participation by 102 individuals, the simple average settlement payment calculates to \$2,013.17 ($\$205,333.34 \div 102$).

12. I am unaware of any other cases or claims that would be impacted by this Settlement. Besides these two consolidated actions, I am unaware of any other pending wage and hour lawsuits against Defendant. Moreover, a search for PAGA notices filed against Defendant on the LWDA's online database only shows the PAGA notices submitted on behalf of named Plaintiffs Ramos and Rodriguez.

13. Plaintiffs' requested incentive payments of \$10,000 each are intended to recognize Plaintiffs' contributions on behalf of the Class and are fair standing alone, in relation to the total settlement, and their efforts which will result in significant individual recovery by other employees.

14. My office and co-counsel will submit detailed support for our request for a fee award along with Plaintiffs' motion for final approval of the settlement. For now, I submit that the requested fee is fair compensation for undertaking a complex, risky, expensive, and potentially time-consuming litigation involving these cases on a purely contingent fee basis. Here, my office and co-counsel have incurred substantial attorneys' fees independently conducting pre-filing investigations, analyzing the claims, litigating the case, conducting legal research and analysis, reviewing significant documentary and electronic records produced by Defendant, performing data analysis of employee timekeeping data and payroll records, preparing for and attending a full-day mediation, negotiating the settlement, preparing and amending the long-form Stipulated Settlement Agreement, Class Notice, and preparing this Motion for Preliminary Approval, and otherwise aggressively pursuing the interests of the

1 putative class.

2 15. I submit that the request for attorneys' fees is reasonable when viewed as an
3 overall percentage of the settlement as well as with reference to counsel's loadstar to be
4 documented in the final approval motion. In light of the risks and significant work undertaken
5 by counsel, the results obtained for the class, and the efficiency with which the Parties
6 collaborated to conduct the litigation, the fee and cost request is fair and reasonable.

7 16. Employees typically worked scheduled day and swing (night) shifts consisting
8 of 8, 10, and 12 hour durations. Time was tracked through manual timecards which employees
9 punched in at the factory entrance before starting their shifts. Timecards were retained during
10 the work day wherein employees logged their daily activity. The timecards were used to clock
11 back out after the end of scheduled shifts. Employees reviewed and signed their timecards
12 before submitting them for processing. As the clock in preceded the start of the shift and clock
13 out succeeded the end of the shift, a 15-minute rounding policy was applied, as well as a 30
14 minute automatic meal period deduction.

15 17. For example, a typical clock in for an 8 hour swing shift could be as follows:
16 2:23p clock in for a shift starting at 2:30p and an 11:03p clock out for the shift ending at
17 11:00p. The time would round to a total of 8.5 hours and after the 30-minute meal period
18 deduction was applied, the employee would be paid for 8 hours of work. Defendant, however,
19 represented that employees were not expected to begin work until the start of a shift, when
20 employees were expected to start operating the machinery, and that any rounding that was
21 applied did not result in any loss. Plaintiffs contended that the rounding resulted in a net loss
22 requiring the payment of additional wages.

23 18. The issue Plaintiffs face on this claim is proving that work was performed
24 before and after shifts negating by rounding, that Defendant was aware, and refused to pay
25 wages. Further difficulty in proving this claim is that very frequently, the time clock was not
26 utilized such that the primary means of time tracking was the time manually logged by
27 employees on the card. Further, that employees had the opportunity to review and sign their
28 time cards, which bear employee and supervisor signatures on each one. Ultimately,

1 significant individualized inquiries will entail making class treatment of this claim extremely
2 difficult.

3 19. Plaintiffs' analysis revealed a potential range of rounding loss anywhere from
4 7 minutes per week to 8 minutes per day. Taking the high end of the range, at 8 minutes of
5 loss of overtime per employee per shift, at an average overtime rate of \$28.50, results in
6 \$353,913 in additional wages owed. In light of the difficulty in attaining and maintaining
7 certification and then prevailing on the merits as described above, Plaintiffs do not value a
8 potential unpaid wage/rounding claim in excess of \$75,000.

9 20. Defendant did not maintain an employee handbook but circulated a standing
10 shift schedule which set forth approximate times for meal and rest breaks for each of the six
11 available shifts. All shifts had lunch start times before the fifth hour of work. The two 12 hour
12 shifts provided for second meal breaks before the tenth hour of work and to the extent a second
13 meal break was taken, the shift end times would extend by thirty minutes from 2:30 to 3:00.
14 As to rest breaks, two rest breaks were scheduled and the 12 hours shifts had allowances for
15 third rest breaks. The only facially problematic issue is that 8 hour day shift had a first rest
16 break scheduled 5.5 hours into the shift, after the meal break.

17 21. Employees did not use the time clock for meal breaks and Defendant applied
18 a 30 minute automatic meal period deduction to each shift to account for meal breaks (a
19 practice which Defendant has represented it has ceased as a consequence of this litigation).
20 Plaintiffs contended that Defendant failed its obligation to adequately track meal periods such
21 that a favorable presumption of non-provision of meal periods would arise. Defendant
22 countered that it can rebut such a presumption because: (1) they maintained a bell system for
23 breaks, (2) The converters, the majority of the machines, were shut down for meal and rest
24 breaks and corrugator machines were also turned off during lunch which ensured no work was
25 performed, (3) there was no on-premises requirement for breaks and employees had free
26 access to lunch trucks that serviced the facility and many employees regularly went to a nearby
27 liquor store to get snacks, (4) to the extent employees logged their meal period and/or breaks
28 on their time cards, they will routinely show that the breaks taken were consistent with the

1 shift schedules, and (5) the time cards included an acknowledgement that breaks were properly
2 provided.

3 22. Assuming one meal and one rest break violation for each of the 18,627 class
4 workweeks, at an average regular rate of \$19/hour, premium pay damages will calculate to
5 \$707,826. In light of the difficulty in attaining and maintaining certification and then
6 prevailing on the merits based on the factors above, Plaintiffs do not value a potential meal
7 and rest break claim in excess of \$200,000.

8 23. Defendant maintained a vacation benefit for employees and, as such,
9 employees were required to be paid any accrued vacation pay upon their separation. Plaintiff
10 Ramos was not paid his accrued vacation wages upon his separation. Defendant, however,
11 represented that such non-payment was an aberration and that employees were timely and
12 fully paid out their accrued vacation wages upon their separation, as consistent with their
13 compliant written policy. Defendant explained that because a workers' compensation
14 settlement agreement they entered into with Plaintiff Ramos marked off "compensation,"
15 Defendant assumed that this included vacation pay compensation. Moreover, Plaintiff Ramos
16 was properly paid the full 66 hours of vacation that he was owed. Based on the above, Plaintiff
17 does not assign any value to an unpaid vacation claim on a class basis.

18 24. The claim for waiting time penalties is derivative of the claims for unpaid
19 wages and meal and rest premiums. It has been held that Section 203 waiting time penalties
20 cannot be premised on meal or rest break violations. *Naranjo v. Spectrum Sec. Servs.* (2019)
21 40 Cal.App.5th 444 (review granted) ("we hold that section 226.7 actions do not entitle
22 employees to pursue derivative penalties in sections 203 and 226"). The claim is further
23 insulated by the "good faith dispute" defense, as applicable to premium wages or otherwise.
24 Assuming each of the 38 separated employees was subjected to a maximum 30-day waiting
25 period, at 8 hour days and \$19 per hour, exposure would come to \$173,280 at a very high end.
26 But given the above, and high likelihood of not being able to certify the claim and prevail on
27 the merits, and any substantive claim potentially involving only a few days of delay, Plaintiff
28 does not believe the value of this claim exceeds \$25,000.

1 25. The regular weekly wage statements issued to employees were facially
2 compliant with the requirements of Labor Code Section 226. As with waiting time penalties,
3 this claim is only derivative of unpaid wage, meal, and rest break violations. Although
4 maximum exposure calculates to \$328,000 for the 82 employees during the wage statement
5 penalty period across 8,451.50 wage statements from February 7, 2019 through July 28, 2021,
6 Plaintiff does not assess any exposure for this cause of action.

7 26. Plaintiff calculates 8,451.50 pay periods during the PAGA limitations period.
8 At a \$100 violation rate for each pay period, maximum available penalties come to \$845,120
9 and if tripled to cover meal and rest violations, the available penalties can sum to \$2,535,360.
10 Any penalty evaluations, however, are subject to significant discretionary reductions per Cal.
11 Labor Code Sec. 2699(e)(2). Applying a 75-85% reduction, consistent with reported cases,
12 results in a potential exposure range of \$126,768 to \$380,304.

13 27. Given the intention of PAGA penalties to not serve a punitive purpose but to
14 sufficiently act as a deterrent to further Labor Code violations, a Court may readily conclude
15 that a minimal penalty assessment will more than suffice to deter violations by a smaller
16 employer such as Defendant here. In light of potential defenses to the substantive claims that
17 would bear on PAGA liability as well and potential for rejection of all or part of the claim on
18 trial manageability grounds, Plaintiff does not value a potential PAGA claim in excess of
19 \$50,000.

20 28. The settlement is fair and adequate when compared to the total potential
21 exposure and the risks inherent in Plaintiffs' claims. Plaintiffs consider the settlement to be
22 significantly more than a fraction of potential recovery, particularly considering the various
23 potential complications, dangers and pitfalls that proceeding would entail. This proposed
24 settlement provides a fair and reasonable monetary recovery for the Settlement Class in the
25 face of disputed claims and significant hurdles. The \$395,000 Settlement Amount captures
26 the entirety of the \$350,000 assessed case value on viable class claims, which is extremely
27 favorable given the significant risk factors described above.

28 29. The parties had engaged in informal discovery with significant review and

1 assessment of the asserted claims. Defendant could have moved for summary adjudication on
2 all or some of the claims. Moreover, preparation for class certification and trial remained for
3 the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling
4 for Plaintiffs and/or summary judgment ruling. As a result, the parties would incur
5 considerably more attorneys' fees and costs through trial. This settlement avoids those risks
6 and the accompanying expense.

7 30. To the extent any claims were certified, Defendant would certainly seek to
8 decertify them. Absent settlement, there was a risk that there would never be a certified class.

9 31. I submit that the proposed settlement is within the range of possible approval
10 for communication of a notice in conformity and consideration thereof by the Settlement
11 Class. The Court will have the opportunity to again assess the reasonableness of the settlement
12 after the Class has had the opportunity to opt-out or object.

13 32. The alternative method of resolution of the claims asserted here would be
14 multiple individual lawsuits, challenging the same alleged wage and hour policies and
15 practices of Defendant, and each seeking a small amount of damages. Such duplicative
16 litigation would be extremely inefficient and costly for the courts and wasteful for judicial
17 forums that would otherwise devote resources to other matters.

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

20 Executed this 3rd day of December 2021, in Calabasas, California.

21 /s/Haik Hacopian

22 Haik Hacopian, Declarant
23
24
25
26

ZORIK MOORADIAN, Bar No. 136636
HAIK HACOPIAN, Bar No. 282361
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
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Telephone: (818) 487-1998
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Attorneys for Plaintiff Alberto Ramos, individually
and on behalf of other persons similarly situated and
similarly aggrieved employees

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Attorneys for Defendant
LIBERTY CONTAINER CORP.

[additional counsel listed after caption]

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALBERTO RAMOS, individually and on
behalf of other persons similarly situated
and similarly aggrieved employees,
Plaintiffs,
v.

LIBERTY CONTAINER CORP., an
active California Limited Liability
Company; and DOES 1 through 10,
Defendants.

ROGER RODRIGUEZ on behalf of
himself and on behalf of all persons
similarly situated and similarly aggrieved
employees,

Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key Container

Case No.: 20STCV06560 (lead);
20STCV13959

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Amy D. Hogue in Dept.
SS-7]

**STIPULATED SETTLEMENT
AGREEMENT**

Company); and DOES 1-50, Inclusive,
Defendants.

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
3990 Old Town Avenue, Suite C204
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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
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Facsimile: (619) 599-8291

Attorneys for Plaintiff Roger Rodriguez on behalf of himself and on behalf of all persons similarly
situated and similarly aggrieved employees

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1 IT IS HEREBY STIPULATED AND AGREED, by and among the undersigned parties,
2 subject to the approval of the Court pursuant to Section 382 of the California Code of Civil procedure
3 and Rule 3.769 of the California Rules of Court, that the settlement of this captioned action shall be
4 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall
5 have the meanings set forth in Section I or elsewhere in this Agreement.

6
7 **I.**

8 **DEFINITIONS**

9 Unless otherwise defined herein, the following terms used in this Agreement shall have
10 the meanings ascribed to them as set forth below:

11 1.1 “Actions” means the consolidated lawsuits entitled *Alberto Ramos, individually*
12 *and on behalf of other persons similarly situated and similarly aggrieved employees v. Liberty*
13 *Container Company*, Los Angeles County Superior Court Case No. 20STCV06560 (“Ramos Action”) and the lawsuit entitled Roger Rodriguez on behalf of himself and on behalf of all persons similarly
14 situated and similarly aggrieved employees v. Liberty Container Company, Los Angeles Superior
15 Court Case No. 20STCV13959 (“Rodriguez Action”).

16
17 1.2 “Agreement” or “Settlement Agreement” or “Settlement” means this Stipulated
18 Settlement Agreement, including any Exhibit(s) attached hereto.

19 1.3 “Aggrieved Employees” means All non-exempt Union production employees
20 (covered by the Collective Bargaining Agreement) who are or previously were employed by
21 Defendant in California during the period of February 21, 2019 until July 28, 2021.

22 1.4 “Class List and Data Report” means a list of the names, most current mailing
23 address and Social Security number of each Settlement Class Member, number of Workweeks Worked
24 by each Settlement Class Member during the applicable Class Period and employment status of each
25 Settlement Class Member as of July 28, 2021.

26 1.5 “Class Period” means that period from and including February 20, 2016
27 through July 28, 2021.

28 1.6 “Class Notice” or “Notice of Class Action Settlement” means the notice

1 approved by the Court in the Order of Preliminary Approval in the form substantially similar to Exhibit
2 1, attached hereto. The Class Notice attached as Exhibit 1 shall be provided to Settlement Class
3 Members. The Class Notice to Settlement Class Members will contain the respective Settlement Class
4 Member's individual information, such as name, address, number of Workweeks Worked during the
5 Class Period, and the estimate amount each may receive in the Settlement. Whether or not attached
6 hereto, the Class Notice to be sent to Settlement Class Members will include a Spanish translation.

7 1.7 "Complaint" or "Complaints" mean each and every Complaint filed at any time
8 in the Actions.

9 1.8 "Court" means the Superior Court for the County of Los Angeles.

10 1.9 "Defendant" or "Liberty" means Defendant Liberty Container Corp.

11 1.10 "Defense Counsel" means: John L. Barber, Julie W. O'Dell, and Christopher
12 I. Cho of LEWIS BRISBOIS BISGAARD & SMITH LLP, 650 Town Center Drive, Suite 1400,
13 Costa Mesa, California, 92626.

14 1.11 "Effective Date" means and refers to the date when all of the following events
15 have occurred: (1) this Settlement Agreement has been executed by all Parties; (2) the Court has given
16 preliminary approval to this Settlement Agreement; (3) the Class Notice has been sent to Settlement
17 Class Members, providing them with an opportunity to object to the terms of this Settlement
18 Agreement or to opt out of the Settlement; (4) the Court has held a formal fairness hearing and entered
19 a final Order and Judgment certifying the Settlement Class, and approving this Settlement Agreement;
20 (5) ten (10) calendar days have passed since the Court has entered a Final Approval Order and
21 Judgment certifying the Settlement Class, and approving the Stipulation of Settlement and (6) in the
22 event there are written objections filed prior to the final fairness hearing which are not later withdrawn
23 or denied, the later of the following events: five (5) business days after the period for filing any appeal,
24 writ or other appellate proceeding opposing the Court's final Order approving the Settlement has
25 elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal,
26 writ or other appellate proceeding opposing the Court's final Order approving the Settlement has been
27 filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the
28 Settlement has been finally and conclusively dismissed with no right to pursue further remedies or

1 relief.

2 1.12 “Net Settlement Amount” means the portion of the Settlement Amount
3 available for distribution to Participating Settlement Class Members under this Agreement after
4 payment of (1) the attorneys’ fees and costs award to be paid to Settlement Class Counsel; (2) the
5 service payments to Plaintiffs; (3) all payments to or withholdings for governmental authorities for the
6 employee portion of any payroll taxes or other required taxes or withholdings; (4) all payments to the
7 Aggrieved Employees and the California Labor Workforce Development Agency (“LWDA”) for
8 PAGA penalties; and (5) all costs and fees incurred by and awarded to the Settlement Administrator.
9 One hundred percent (100%) of the Net Settlement Amount, less tax withholdings on the portion
10 characterized as wages, shall be distributed to Participating Settlement Class Members with no
11 reversion to Defendant.

12 “PAGA Period” means that period from and including February 21, 2019 through July
13 28, 2021.

14 1.13 “Participating Settlement Class Member” means a Settlement Class Member
15 who has not timely opted-out of the Settlement.

16 1.14 “Parties” means Defendant and Plaintiffs.

17 1.15 “Plaintiffs” means named Plaintiff Alberto Ramos and named Plaintiff Roger
18 Rodriguez.

19 1.16 “Released Claims” means: all class claims alleged in the operative complaint
20 which occurred during the Class Period, and expressly excluding all other claims, including claims for
21 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’
22 compensation, and class claims outside of the Class Period.

23 1.17 “Released PAGA Claims” means all PAGA claims alleged in the operative
24 complaint and Plaintiffs’ PAGA notices to the LWDA which occurred during the PAGA Period, and
25 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
26 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
27 outside of the PAGA Period.

28 1.18 “Released Parties” means Defendant, including each of Defendant’s respective

1 past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees,
2 agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
3 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

4 1.19 "Settlement Administrator" means CPT Group, Inc.

5 1.20 "Settlement Amount" means and refers to the maximum amount of money
6 Defendant will be required to pay pursuant to this Agreement. The Settlement Amount is Three
7 Hundred Ninety-Five Thousand Dollars and No Cents (\$395,000.00). The Settlement Amount shall
8 be inclusive of: (1) all payments to Participating Settlement Class Members; (2) the attorneys' fees
9 and costs award to be paid to Settlement Class Counsel; (3) the service awards to Plaintiffs; (4) all
10 payments to or withholdings for governmental authorities for the employee portion of any payroll
11 taxes or other required taxes or withholdings; (5) all payments to the LWDA for PAGA penalties; and
12 (6) all costs and fees incurred by and awarded to the Settlement Administrator. In addition to the
13 Settlement Amount, Defendant shall also be responsible for employer taxes, including the employer
14 FICA, FUTA and SDI contribution, on the wage portion of the Settlement paid to Participating
15 Settlement Class Members. Defendant has represented that the Settlement Class consisted of
16 approximately 102 individuals as of July 28, 2021 who worked approximately 17,200 workweeks
17 during the Class Period. If the workweek number is greater than 105% of the workweek estimate
18 provided for herein, or 18,060, the end date of the Class Period will be adjusted so that the number of
19 workweeks during the Class Period does not exceed 105% of the estimate. Except as so provided, the
20 parties agree, covenant and represent that Defendant shall be required to pay no more than the
21 Settlement Amount of \$395,000.00 plus employer taxes as described above.

22 1.21 "Settlement Class" and "Settlement Class Members" means shall refer to the
23 following: All non-exempt Union production employees (covered by the Collective Bargaining
24 Agreement) who are or previously were employed by Defendant in California during the period of
25 February 20, 2016 through July 28, 2021.

26 1.22 "Settlement Class Counsel" means the following:

27 Zorik Mooradian
28 Haik Hacopian

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Facsimile: (619) 599-8291

1.23 “Individual PAGA Settlement Payment” means the proportional share of the 25% portion of the PAGA Payment (as defined in Paragraph 3.9) allocated and paid to the Aggrieved Employees, as calculated by the Settlement Administrator according to the terms of this Agreement.

1.24 “Individual Settlement Payment” means the proportional share of the Net Settlement Amount to be paid to a Participating Class Member, as calculated by the Settlement Administrator according to the terms of this Agreement.

1.25 “Workweek Worked” means any calendar week during the applicable Class Period in which a Settlement Class Member performed any work, as reflected in Defendant’s time and payroll records.

II.

RECITALS

2.1 On February 20, 2020, Plaintiff Alberto Ramos filed a class action complaint against Defendant Liberty Container Corp., individually and on behalf of other persons similarly situated described as “All of Defendant’s current and former non-exempt employees who worked for Defendant in California, during the four years before the filing of the Complaint through the time of

1 class certification.” That lawsuit is *Alberto Ramos v. Liberty Container Corp.*, Superior Court of the
2 State of California in and for the County of Los Angeles, Case No. 20STCV06560 (“Ramos Action”).
3 The class action complaint asserts the following causes of action: (1) Failure to Pay Wages; (2) Failure
4 to Timely Pay Wages at Termination/Separation; (3) Failure to Timely Pay Vacation Wages at
5 Termination; (4) Failure to Provide Accurate Wage Statements; and (5) Violation of Unfair Business
6 Practices Act – Bus. & Prof. Code §§ 17200, et seq. On February 13, 2018, Plaintiff filed the operative
7 First Amended Complaint which added a representative cause of action for civil penalties under the
8 Private Attorneys’ General Act (“PAGA”). On February 7, 2020, prior to the filing of the above
9 described action, Plaintiff Ramos communicated a notice letter pursuant to the Private Attorneys
10 General Act (“PAGA”) to Defendant and to the Labor and Workforce Development Agency
11 (“LWDA”). Plaintiff Ramos’ PAGA claim was assigned case no. LWDA-CM-774084-20 upon
12 electronic submission to the LWDA.

13 2.2 On April 9, 2020, Plaintiff Roger Rodriguez filed a class action complaint
14 against Defendant Liberty Container Corp., on behalf himself and on behalf of all persons similarly
15 situated described as “all individuals who are or previously were employed by Defendant in California
16 as non-exempt employees at any time during the period beginning four (4) years prior to the filing of
17 the Complaint and ending on the date as determined by the Court.” That lawsuit is *Roger Rodriguez*
18 *v. Liberty Container Corp.*, Superior Court of the State of California in and for the County of Los
19 Angeles, Case No. 20STCV13959 (“Rodriguez Action”). The class action complaint asserts the
20 following causes of action: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200, et
21 seq; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1; (3)
22 Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq; (4) Failure to Provide
23 Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage
24 Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code § 226.7 and the
25 applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal.
26 Lab. Code §§ 201, 202, and 203. On April 7, 2020, prior to the filing of the above described action,
27 Plaintiff Rodriguez communicated a notice letter pursuant to the Private Attorneys General Act
28 (“PAGA”) to Defendant and to the Labor and Workforce Development Agency (“LWDA”). Plaintiff

1 Rodriguez's PAGA claim was assigned case no. LWDA-CM-782092-20 upon electronic submission
2 to the LWDA.

3 2.3 On September 18, 2020, the Ramos Action and the Rodriguez action were
4 consolidated through the filing of a Consolidated Complaint with the earlier Ramos action being
5 designated the lead case. In addition to consolidating the class action claims separately asserted by
6 Plaintiffs, a representative PAGA cause of action was added in accordance with the above described
7 notices communicated by both Plaintiffs. On October 19, 2020, Defendant filed its Answer to the
8 Consolidated Complaint.

9 2.4 On July 28, 2021, Plaintiff Alberto Ramos, Plaintiff Roger Rodriguez, and
10 Defendant participated in a full-day mediation before Mr. Jeffrey Krivis. After extensive negotiations,
11 the Parties were able to reach a settlement on that date, the terms of which are incorporated herein.

12 2.5 Proceedings. This Action has been vigorously litigated between the Parties,
13 including informal discovery and production of documents and electronic records for Plaintiff and the
14 putative class. The Parties specifically and mutually intend to settle the claims for all theories of
15 liability alleged in the foregoing Actions with respect to the Settlement Class herein. No class has been
16 certified.

17 2.6 Reasons for Settlement. Plaintiffs and Settlement Class Counsel have
18 concluded, after taking in to account disputed factual and legal issues involved in the Action, the risks
19 attending further prosecution, and the benefits received and to be received pursuant to the compromise
20 and settlement of the Action, that settlement on the terms hereinafter set forth is in the best interest of
21 Plaintiff and the Settlement Class. Defendant and Defense Counsel have concluded, after taking in to
22 account the disputed factual and legal issues involved in the Actions, the risks attending further defense
23 and litigation, the substantial expense and burden of protracted litigation, and their desire to put the
24 controversy to rest, that settlement on the terms hereinafter set forth is in the best interest of Defendant.

25 2.7 Defendant's Denial of Wrongdoing. Defendant has denied and continues to
26 deny each of the claims and contentions alleged by Plaintiffs in the Actions. Defendant has repeatedly
27 asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any
28 wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Actions. Neither

this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing or liability whatsoever. The Settling Parties understand and agree that this Settlement Agreement is the result of a good faith compromise settlement of disputed claims, and Defendant enters into this agreement solely to resolve disputed matters. No part of this Settlement Agreement or any conduct or written or oral statements made in connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally approved and/or consummated, may be offered as or construed to be an admission or concession of any kind by Defendant or any of the Releasing or Released Parties or anyone else. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission that Defendant has failed to pay any Class Member in accordance with its obligations set forth in the California Labor Code, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties. Similarly, nothing about this Settlement Agreement shall be construed as or deemed to be evidence of, or an admission or concession by Defendant that the Class Representative or any Class Member has suffered any damage. In addition, this Settlement Agreement shall not be offered or be admissible in evidence against Defendant or any Released Party, except in any action or proceeding brought by or against Plaintiff, the Class, Class Members, or Defendant to enforce its terms, or by Defendant in defense of any claims brought by Plaintiff, the Class, Class Members, or any member of the general public, including any and all individuals who opted out of the Class.

2.8 Settlement. This Settlement was agreed to after, and as a result of arms-length negotiations between the Parties facilitated by an experienced and neutral mediator. This Settlement contemplates: (1) the discharge of liability for all claims raised in the Action and for those claims released in this Agreement; and (2) the entry of an Order and Judgment of Final Approval granting monetary relief to Participating Settlement Class Members as set forth in this Agreement.

III.

TERMS OF THE SETTLEMENT

1 3.1 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by and among
2 Plaintiffs, on their own behalf and on behalf of the Settlement Class Members, and Defendant on the
3 other hand, and subject to the approval of the Superior Court, that the Actions are hereby being
4 compromised and settled pursuant to the terms and conditions set forth in this Agreement, subject to
5 the definitions and recitals set forth hereinabove which by this reference become an integral part of
6 this Agreement and subject to the following terms and conditions:

7 3.2 Full Investigation. Plaintiffs Ramos and Rodriguez have fully investigated the
8 factual and legal bases for the causes of action asserted in the Actions and the claims being released
9 by this Settlement.

10 3.3 Conditional Certification of the Settlement Class. No class has been certified
11 in either Action. The Parties hereby consent and agree, solely for purposes of the Settlement set forth
12 in this Agreement, to the conditional certification of the Settlement Class, to the conditional
13 appointment of Settlement Class Counsel, and to the conditional approval of the Representative
14 Plaintiffs Alberto Ramos and Roger Rodriguez.

15 3.4 Contingent Nature of the Settlement. The agreement to conditionally certify the
16 Settlement Class is contingent upon final approval of this Agreement by the Court and is made for
17 settlement purposes only. If the Settlement fails to be approved or otherwise fails to be consummated
18 for any reason whatsoever, including but not limited to the Judgment not becoming final, then the
19 Parties retain all rights previously available to them, and any provisional certification of any class, or
20 the adoption of any procedure herein, shall be undone and the Parties restored to their pre-settlement
21 status as if no settlement had been reached and no decisions were made pursuant to it, except as
22 otherwise expressly provided herein. In that event, no evidence presented or statement made as part
23 of this Settlement, including the Class Notice, shall be admissible in subsequent proceedings to support
24 or oppose class certification by either side.

25 3.5 Settlement Amount. Subject to entry of a Final Approval order by the Court and
26 the additional conditions specified in this Agreement, and in consideration of the mutual covenants
27 and promises set forth herein, Defendant agrees to make a payment under this Agreement totaling
28 Three Hundred Ninety Five Thousand Dollars and No Cents (\$395,000.00) (the "Settlement Amount")

1 in full and final settlement of this matter and the Released Claims. Defendant shall also pay employer
2 taxes on the wage portion of the Individual Settlement Payments made to Participating Class Members.
3 In no event shall Defendant be required to pay any amount above the Settlement Amount and employer
4 taxes except as otherwise set forth herein.

5 3.6 Attorneys' Fees and Cost Award. Defendant agrees not to oppose or impede
6 any application or motion by Settlement Class Counsel for attorneys' fees not in excess of One
7 Hundred Thirty One Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$131,666.66), or
8 one-third of the Settlement Amount. Defendant further agrees not to oppose any application or motion
9 by Settlement Class Counsel for the reimbursement of any costs associated with Settlement Class
10 Counsel's prosecution of this Action not in excess of Twenty Thousand Dollars (\$20,000). Any
11 amount awarded for costs to Settlement Class Counsel less than \$20,000.00 will result in the non-
12 awarded amount of costs being distributed to Participating Settlement Class Members in this matter
13 in a proportionate basis to the amount of their Individual Settlement Payment. Any amount awarded
14 for attorneys' fees to Settlement Class Counsel of less than \$131,666.66 will result in the non-awarded
15 amounts of attorneys' fees being distributed to Participating Settlement Class Members in this matter
16 in a proportionate basis to the amount of their Individual Settlement Payment unless Settlement Class
17 Counsel appeals the attorneys' fee award. The attorneys' fees can be appealed by Settlement Class
18 Counsel without affecting the remainder of this Agreement. If an appeal on a reduced attorney fee
19 award is taken and is unsuccessful or only partially successful, each Participating Settlement Class
20 member shall be entitled to receive a second distribution of the difference between the amount
21 requested and the amount awarded, which second distribution shall be distributed on a proportionate
22 basis to the amount of each Participating Settlement Class Member's Individual Settlement Payment
23 within thirty (30) days of a final ruling on the appeal. Settlement Class Counsel will be responsible
24 for any second distribution, if necessary. Settlement Class Counsel shall be solely and legally
25 responsible to pay all applicable taxes on the payment(s) made pursuant to this Paragraph. Forms 1099
26 – MISC, Box 14 shall be provided to Settlement Class Counsel for the payments made pursuant to this
27 Paragraph. Class Counsel's award for attorneys' fees will be divided equally between Class Counsel
28 (60% to Mooradian Law, APC, 20% to JCL Law Firm, APC and 20% to Zakay Law Group, APLC).

1 By signing this Agreement, Plaintiffs expressly consent to this fee division.

2 3.7 Settlement Administrator. The Settlement Administrator shall be paid for the
3 costs of administration of the settlement from the Settlement Amount. The estimate of such costs of
4 administration is Eight Thousand Dollars (\$8,000.00) and which is based on 102 Settlement Class
5 Members. Any amount awarded for costs of administration to the Settlement Administrator less than
6 \$8,000.00 will result in the non-awarded amount to be awarded to Participating Settlement Class
7 Members in this matter on a proportionate basis to the amount of their Individual Settlement Payment.
8 This estimate includes the required tax reporting on the settlement amounts, including but not limited
9 to the issuing of W2 and 1099 forms (if any), as well as calculation of employee withholding taxes
10 and the employer payroll taxes for Defendant to be remitted to the tax authorities by the Settlement
11 Administrator. A Form 1099 – MISC, Box 7 shall be issued to the Settlement Administrator.

12 3.8 Service Award. Subject to Court approval, in exchange for the release of all
13 Released Claims, a General Release of all claims, and for their time and effort in bringing and
14 prosecuting this matter, Plaintiff Ramos and Plaintiff Rodriguez shall be paid up to a total of Ten
15 Thousand Dollars and No Cents (\$10,000.00) each, or such other distribution or lower amount as the
16 Court may order. The Parties agree that a decision by the Court to award Plaintiff Ramos or Plaintiff
17 Rodriguez an amount less than the amount stated above shall not be a basis for Plaintiff Ramos,
18 Plaintiff Rodriguez, or Settlement Class Counsel to void this Agreement. The Settlement
19 Administrator shall issue a Form 1099 – MISC, Box 3 for the service awards. Any amount awarded
20 for the service award to Plaintiff Ramos less than \$10,000.00 and any amount awarded for the service
21 award to Plaintiff Rodriguez less than \$10,000.00 will result in the non-awarded funds to be awarded
22 to Participating Settlement Class Members in this matter in a proportionate basis to the amount of their
23 Individual Settlement Payment. Plaintiff Ramos and Plaintiff Rodriguez shall be solely and legally
24 responsible to pay any and all applicable taxes on their payments and shall hold harmless Defendant
25 from any claim or liability for taxes, penalties, or interest arising as a result of the payments. These
26 service awards shall be in addition to Plaintiff Ramos' and Plaintiff Rodriguez's shares of the
27 Settlement Amount as Settlement Class Members.

28 3.9 PAGA Payment. The total amount of the Settlement Amount allocated to

1 PAGA claims being settled by this Agreement shall be Ten Thousand Dollars and No Cents
2 (\$10,000.00). Of this amount, Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) shall
3 be paid to the LWDA as part of this Settlement. This PAGA Payment is made pursuant to PAGA's
4 penalty provisions. The balance of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00)
5 shall be included in the Net Settlement Amount for distribution to Settlement Class Members who
6 were employed at anytime from February 21, 2019 to July 28, 2021 ("PAGA Period"). The sum
7 attributable to each Aggrieved Employee shall be allocated based on the proportionate number of
8 weekly pay periods worked by the individual Aggrieved Employee during the PAGA Period relative
9 to the total number of weekly pay periods worked by all Aggrieved Employees during the PAGA
10 Period. Settlement Class Members who are entitled to a PAGA share and who exclude themselves
11 from the Settlement will still be paid their PAGA share under this paragraph and will still release the
12 PAGA Released Claims.

13 3.10 Tax Liability. Defendant makes no representations as to the tax treatment or
14 legal effect of the payments called for hereunder, and Plaintiffs are not relying on any statement or
15 representation by Defendant in this regard. Plaintiffs understand and agrees that Plaintiffs will be
16 solely responsible for the payment of any taxes and penalties assessed on the payments described
17 herein.

18 IV.

19 SETTLEMENT PROCEDURES

20
21 4.1 Preliminary Settlement Hearing. Plaintiffs shall file a motion for preliminary
22 approval of the proposed Settlement and setting a date for a Final Approval Hearing. In conjunction
23 with the hearing on the motion for preliminary approval of the Settlement, Plaintiffs will submit this
24 Stipulated Settlement Agreement and the attached Notice, and a preliminary approval order which sets
25 forth the terms of this Settlement Agreement. The Order shall provide for Notice of the Settlement and
26 related matters to be sent to Settlement Class Members as specified herein.

27 4.2 Settlement Administration/Management. This Settlement shall be managed and
28 administered as follows:

- 1 a. CPT Group, Inc. shall be retained to serve as Settlement Administrator. The Parties
2 each represent they do not have any financial interest in the Settlement
3 Administrator or otherwise have a relationship with the Settlement Administrator
4 that could create a conflict of interest.
- 5 b. Defendant will diligently and in good faith compile and provide to the Settlement
6 Administrator the Class List and Data Report within fourteen (14) calendar days of
7 Preliminary Approval of the Settlement. The report shall be provided to the
8 Settlement Administrator in a computer-readable format.
- 9 c. Within fourteen (14) calendar days of receipt of the Class List and Data Report, the
10 Settlement Administrator shall determine the approximate amount of each
11 Settlement Class Member's Individual Settlement Amount and will prepare and
12 mail the appropriate Class Notice to each Settlement Class Member.
- 13 d. All Settlement Class Members who do not timely opt-out of the Settlement will
14 receive Individual Settlement Payments as Participating Settlement Class Members
15 without having to submit any claim.
- 16 e. Ten (10) business days following the expiration of the period to opt-out or submit
17 objections, the Settlement Administrator shall provide Defendant and Settlement
18 Class Counsel a report and declaration indicating: (i) the names and number of
19 Settlement Class Members who have objected to the Settlement; (ii) the names of
20 the Settlement Class Members who have opted out of the Settlement; (iii) the names
21 of each Participating Settlement Class Member and the Individual Settlement
22 Amount for each Participating Settlement Class Member; and (iv) the total amount
23 of employer-side taxes on the Wage Component of the Participating Settlement
24 Class Members' Individual Settlement Payments.
- 25 f. The Parties agree to cooperate in the settlement administration process and to make
26 all reasonable efforts to control and minimize the costs and expenses incurred in
27 administration of the Settlement.
- 28 g. The Settlement Administrator shall be responsible for: calculating the approximate

1 amount of the Individual Settlement Amount for each Settlement Class Member;
2 printing and mailing the Class Notice to Settlement Class Members; resolving
3 Settlement Class Member disputes regarding the number of Workweeks Worked
4 by the Settlement Class Member during the applicable Class Period; receiving and
5 reporting the objections, Requests for Exclusion submitted by Settlement Class
6 Members; notifying Defendant of the total amount to be paid to fully fund the
7 Settlement; calculating, preparing and mailing Individual Settlement Payments to
8 Participating Settlement Class Members; distributing the Attorney's Fees and Costs
9 Award, PAGA Payment and service awards to Plaintiffs Ramos and Rodriguez;
10 creating all required tax and reporting forms and remitting appropriate monies to
11 the taxing authorities; and otherwise performing all tasks required to properly
12 administer the Settlement. The Settlement Administrator shall keep Defendant's
13 Counsel and Settlement Class Counsel timely apprised of the performance of all
14 Settlement Administrator responsibilities.

- 15 h. The Settlement Administrator, on Defendant's behalf, shall have the authority and
16 obligation to make payments, credits and disbursements, including payments and
17 credits in the manner set forth herein, to Participating Settlement Class Members
18 and taxing authorities calculated in accordance with the methodology set out in this
19 Agreement and orders of the Court.
- 20 i. Any tax return filing required in conjunction with the payments to be made pursuant
21 to this Agreement shall be made by the Settlement Administrator. Any expenses
22 incurred in connection with such filing shall be a cost of administration of the
23 Settlement.
- 24 j. No person shall have any claim against Defendant or Defendant's Counsel, Plaintiff
25 Ramos, Plaintiff Rodriguez, Settlement Class Members, the Settlement Class,
26 Settlement Class Counsel or the Settlement Administrator based on distributions
27 and payments made in accordance with this Agreement.
28

1 4.3 Calculation of Individual Settlement Amounts. To determine the Individual
2 Settlement Amount to be included in the Class Notice sent to Settlement Class Members, the
3 Settlement Administrator will:

- 4 a. Determine the total number of Workweeks Worked by the Settlement Class during
5 the Class Period as provided in the Class List and Data Report, including the
6 additional Workweeks Worked generated by subsection (c) below.
- 7 b. Divide the Net Settlement Amount, less Two Thousand Five Hundred Dollars
8 (\$2,500), by the total number of Workweeks Worked by the Settlement Class and
9 the additional Workweeks Worked generated by subsection (c) below to determine
10 the Per Workweek Settlement Amount. The Per Workweek Settlement Amount
11 shall then be multiplied by the number of Workweeks Worked by each Settlement
12 Class Member during the applicable Class Period to determine each Settlement
13 Class Member's Individual Settlement Amount. All Settlement Class Members
14 will be entitled to payment for at least one (1) workweek.
- 15 c. Settlement Class Members whose employment has ended during the Class Period
16 will be allocated an additional 0.25 Workweeks Worked for each Workweek
17 Worked, up to a maximum of 6 additional Workweeks Worked credit to
18 compensate them for their waiting time and unpaid vacation claims. These
19 credited Workweeks Worked shall not increase or decrease the determined total
20 number of Workweeks Worked by the Settlement Class.

21 4.4 Notice to Settlement Class Members. Notice of the Settlement shall be
22 provided to all Settlement Class Members using the following procedures:

- 23 a. Notice By First-Class Mail. Within fifteen (15) calendar days after receipt of
24 the Class List and Data Report, the Settlement Administrator shall mail the
25 Class Notice to the Settlement Class Members via first-class regular U.S. mail.
26 Class Notice to Settlement Class Members shall substantially be in the form
27 attached hereto as Exhibit 1. Prior to mailing, the Settlement Administrator
28 will perform a search based on the National Change of Address Database

1 information to update and correct for any known or identifiable address
2 changes. If a new address is obtained by way of a returned Notice, then the
3 Settlement Administrator shall promptly forward the original Class Notice and
4 to the updated address via first-class regular U.S. mail indicating on the original
5 Class Notice packet the date of such re-mailing.

6 b. Opt Out/Objection Deadline Date. Settlement Class Members will have Sixty
7 (60) days from the mailing of the Class Notice to submit a Request for
8 Exclusion or object to the Settlement.

9 c. Disputes Regarding Individual Settlement Amounts. The Parties agree that if
10 any Class Member disputes the number of Workweeks Worked attributed to
11 him or her during the applicable Class Period, absent clear evidence submitted
12 by the Settlement Class Member establishing otherwise, Defendant's records
13 shall presumptively control. The Parties further agree that any dispute shall be
14 resolved by the Settlement Administrator with the assistance of Settlement
15 Class Counsel and Defense Counsel. Class Members shall have Sixty (60) days
16 from the mailing of the Class Notice to submit their dispute under this
17 paragraph, inclusive of all documentation that they wish to have considered. To
18 the extent the Settlement Administrator is unable to resolve the dispute to the
19 satisfaction of the Settlement Class Member, the Parties will submit the dispute
20 with all supporting evidence to the Court for final adjudication at the Final
21 Approval Hearing.

22 d. Procedure for Undeliverable Notices. Any Notice returned to the Settlement
23 Administrator as non-delivered on or before the expiration of the Opt Out and
24 Objections Deadline Date shall be sent to the forwarding address affixed thereto
25 within five (5) business days. If no forwarding address is provided, then the
26 Settlement Administrator shall promptly attempt to determine a correct address
27 using a single skip-trace, computer or other search using the name, address
28 and/or Social Security number of the individual involved, and shall then

1 perform a single re-mailing within five (5) business days. Those Settlement
2 Class Members that receive a re-mailed Class Notice shall have their deadline
3 for submitting an opt-out, objection, or disputes regarding Individual
4 Settlement Amounts to the Settlement extended by seven (7) calendar days
5 from the post mark date of re-mailing. In the event the procedures in this
6 Paragraph are followed and the intended recipient of a Class Notice still does
7 not receive the Notice, the Settlement Class Member shall be bound by all terms
8 of the Settlement and any final order entered by the Court if the Settlement is
9 approved by the Court.

10 4.5 Procedure for Requesting Exclusion (“Opt Out”) from the Class Action
11 Settlement. The Class Notice shall inform all Settlement Class Members that they may exclude
12 themselves from the Settlement, but that they may not exclude themselves from the settlement of the
13 PAGA claims.

14 a. Requesting Exclusion. If a Settlement Class Member elects to exclude
15 herself/himself from the Settlement (“opt out”), the Settlement Class Member
16 must submit a written Request for Exclusion requesting exclusion from the
17 Action on or before the expiration of the Opt Out Period (60 days after the date
18 that the Class Notice is mailed). Such Request for Exclusion must contain the
19 name, address, telephone number, and the last four digits of the Social Security
20 number of the person requesting exclusion. The Request for Exclusion must be
21 returned to the Settlement Administrator as instructed in the Class Notice and
22 must be postmarked on or before the date specified in the Class Notice. The
23 date of the postmark on the return mailing envelope shall be the exclusive
24 means used to determine whether a Request for Exclusion has been timely
25 submitted.

26 b. No Solicitation of Opt-Outs. At no time shall any of the Parties or their counsel
27 seek to solicit or otherwise encourage Settlement Class Members to opt out of
28 the Settlement.

1 c. Effect of Exclusion. Any Settlement Class Member who requests exclusion
2 from the Settlement by timely submitting a valid Request for Exclusion will not
3 be entitled to an Individual Settlement Payment (but will be entitled to an
4 Individual PAGA Settlement Payment if he or she is an Aggrieved Employee),
5 will no longer be a Settlement Class Member and will not be bound by the
6 Agreement or have any right to object, appeal or comment thereon, except that
7 he or she will still be bound by the release of the PAGA Released Claims if he
8 or she is an Aggrieved Employee. Settlement Class Members who fail to submit
9 a valid and timely Request for Exclusion on or before the expiration of the Opt
10 Out Period shall be bound by all terms of the Agreement and the Final Approval
11 Order and/or Order and Final Judgment.

12 4.6 Procedure for Objecting to the Class Action Settlement. Any Settlement Class
13 Member wishing to object to the Settlement must submit an objection to the Settlement using the
14 following procedures:

15 a. Procedure for Objecting. The Class Notice shall provide that those Settlement
16 Class Members who wish to object to the Settlement may mail a written
17 statement of objection (“Notice of Objection”) to the Settlement Administrator
18 no later than the deadline to opt out or object. Settlement Class Members who
19 timely opt out of the Settlement cannot submit an objection to the Settlement.
20 The postmark date of the mailing shall be deemed the exclusive means for
21 determining that a Notice of Objection is timely. Only Settlement Class
22 Members who do not opt out of the Settlement may object to the Settlement.
23 The written objection must include the Settlement Class Member’s name,
24 address and phone number and the name of this case. Settlement Class Members
25 who do not opt out of the Settlement and who submit a timely Notice of
26 Objection may, at their option, include with their objection any legal briefs,
27 papers or memoranda the objecting Settlement Class Member wishes to submit
28 to the Court, or file such legal briefs, papers or memoranda directly with the

1 Court no later than fifteen (15) days prior to the Final Approval Hearing. The
2 Settlement Administrator shall send all objections by .pdf to counsel for
3 Defendant and Class Counsel, and also include the objections in its declaration
4 which is to be submitted to the Court in support of final approval of the
5 Settlement. Settlement Class Members who fail to submit a timely Notice of
6 Objection to the Settlement Administrator will not be barred from making an
7 appearance at the Final Approval Hearing to orally present their objection for
8 consideration by the Court.

9 b. Copies of Objections to the Parties. No later than ten (10) business days after
10 the deadline to opt out or object, the Settlement Administrator shall provide
11 electronically to counsel for the Parties with complete copies of each Notice of
12 Objection received, including the postmark dates for each Notice, and any legal
13 briefs, papers or memoranda in support of objections received by the Settlement
14 Administrator.

15 c. No Solicitation of Objections. The Parties agree to use their best efforts to carry
16 out the terms of this Settlement. At no time shall any of the Parties or their
17 counsel seek to solicit or otherwise encourage Settlement Class Members to
18 submit written objections to the Settlement or appeal from the final order and/or
19 judgment.

20 d. Settlement Class Members who object to the Settlement shall be conclusively
21 bound by the Release contained in this Agreement.

22 4.7 Failure to Respond to the Notice. Any Settlement Class Member who does not
23 request to be excluded from the Settlement shall continue to be a Settlement Class Member and be
24 conclusively bound by the Release contained in this Agreement and shall be entitled to his or her
25 Individual Settlement Payment.

26 4.8 Procedure for Payment of Individual Settlement Payments: All Settlement
27 Class Members who do not timely opt out of the Settlement will receive an Individual Settlement
28 Payment, to be distributed through the Settlement Administrator pursuant to Section 4.13 below.

1 Individual Settlement Payments for Participating Settlement Class Members shall be paid pursuant to
2 the settlement formula set forth herein. Should any question arise regarding the determination of
3 eligibility for, or the amounts of, any Individual Settlement Payment under the terms of this
4 Agreement, Settlement Class Counsel and Defendant's Counsel shall meet and confer, with the
5 assistance of the Settlement Administrator, in an attempt to reach agreement. If they cannot agree, the
6 Court shall make the final determination, and that determination shall be conclusive, final and binding
7 on all Parties, including all Settlement Class Members.

8 4.9 Calculation of Individual Settlement Payments and Individual PAGA
9 Settlement Payments. The Individual Settlement Payment to each Participating Class Member and
10 Individual PAGA Settlement Payment to each Aggrieved Employee shall be determined by the
11 Settlement Administrator as follows:

- 12 a. Only Participating Settlement Class Members shall be entitled to payment
13 under the Settlement. Participating Settlement Class Members shall be entitled
14 to the payment of the Individual Settlement Amount calculated as set forth
15 above in Paragraph 4.3. Any portion of the Net Settlement Amount not payable
16 to Settlement Class Members shall be distributed to Participating Settlement
17 Class Members on a proportional basis determined by the number of
18 Workweeks Worked by each Participating Settlement Class Member, including
19 Workweeks Worked enhancements. The total payout to each Participating
20 Settlement Class Member shall be known as the Individual Settlement Payment.
- 21 b. Twenty Percent (20%) of each Participating Settlement Class Member's
22 Individual Settlement Payment shall be apportioned to wages ("Wage
23 Component"). The Wage Component shall be reduced by any required legal
24 deductions for each Participating Settlement Class Member. Standard employee
25 payroll deductions shall be made for state and federal withholding taxes and
26 any other applicable payroll deductions owed by the Participating Settlement
27 Class Members as a result of the Wage Component. The Settlement
28 Administrator will issue a check and W-2 Form to each Participating Settlement

Class Member for the Net Wage Component.

- c. Eighty Percent (80%) of each Participating Settlement Class Member's Individual Settlement Payment shall be apportioned to interest and penalties. No withholding shall be made on the interest and penalty portion of the Individual Settlement Payment. The Settlement Administrator will issue a second check and IRS Form 1099 for the interest and penalty component paid to each Participating Settlement Class Member.
- d. All Aggrieved Employees shall be entitled to a payment of the PAGA Payment. One Hundred Percent (100%) of each Aggrieved Employee's Individual PAGA Settlement Payment shall be apportioned to penalties with an IRS Form 1099 to be issued accordingly.
- e. The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.
- f. Defendant will be responsible for paying all employer tax liabilities on the Wage Component separate and apart from the Settlement Amount which shall be conclusively determined upon final approval once the final number of Participating Class Members and Individual Settlement Payment Amounts are known.
- g. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Class Representatives and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. The Class Representatives and Class Members understand and agree that except for Defendant's payment of the employer's portion of any employment and payroll taxes and contributions, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

1 h. Participating Settlement Class Members shall be conclusively bound by the
2 Release contained in this Agreement.

3 4.10 Nullification of Settlement Agreement. In the event: (i) the Court does not enter
4 the Preliminary Approval Order specified herein; (ii) the Court does not finally approve the Settlement
5 as provided herein; (iii) the Court does not enter a Final Judgment as provided herein, which becomes
6 final as a result of the occurrence of the Effective Date; (iv) the Settlement or Final Judgment is
7 reversed on appeal; (v) the Effective Date does not occur; or (vi) the Settlement does not become final
8 for any other reason, this Settlement Agreement shall be null and void, any order or judgment entered
9 by the Court in furtherance of this Settlement shall be treated as void from the beginning, and the
10 stipulations and recitals contained herein shall be of no force or effect, and shall not be treated as an
11 admission by any parties or their Counsel. In such a case, the Parties shall be returned to their
12 respective statuses as of the date and time immediately prior to the execution of this Agreement, and
13 the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except
14 that any fees already incurred by the Settlement Administrator shall be paid by Defendant.

15 4.11 Final Approval Hearing and Entry of Final Judgment. At least thirty (30)
16 business days after expiration of the Opt-Out/Objection Period, the Final Approval Hearing shall be
17 conducted to determine final approval of the Settlement along with the amount properly payable for
18 (i) the attorney's fees and costs award, (ii) any service awards for Plaintiff Ramos and Plaintiff
19 Rodriguez, and (iii) settlement administration costs. In advance of said hearing, Settlement Class
20 Counsel shall timely file and serve their motion seeking final approval of the Settlement, an award of
21 attorneys' fees and costs consistent with the terms of this Agreement, and service awards for Plaintiff
22 Ramos and Plaintiff Rodriguez. Upon final approval of the Settlement by the Court the Parties shall
23 present a final judgment to the Court for its approval. After entry of the final judgment, the Court shall
24 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
25 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Final
26 Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

27 4.12 Creation of the Qualified Settlement Fund and Administration of the
28

1 Settlement. Within sixty-five (65) days after the Effective Date, Defendant shall deliver the Settlement
2 Amount to the Settlement Administrator who shall deposit said funds into a Qualified Settlement Fund
3 created by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1
4 (“QSF”). All payments that Defendant is required to make pursuant to the Settlement Agreement shall
5 be made from this Fund. Payments from the Qualified Settlement Fund shall be made for (1) any
6 service awards to Plaintiff Ramos and Plaintiff Rodriguez, as specified in this Agreement and
7 approved by the Court; (2) the attorneys’ fees and costs award paid to Settlement Class Counsel, as
8 specified in this Agreement and approved by the Court; (3) the Settlement Administration Costs, as
9 specified in this Agreement and approved by the Court; (4) the amount allocated to the LWDA for its
10 portion of the PAGA Payment; (5) all payments to Participating Settlement Class Members; and (6)
11 payment of both the employee and employer portions of tax withholdings on the portions of the Net
12 Settlement Amount characterized as wages.

13 4.13 Distributions by the Settlement Administrator. The Settlement Administrator
14 shall make the distribution from the Qualified Settlement Fund not later than fourteen (14) days after
15 receiving the Settlement Amount from Defendant. Prior to the distribution, the Settlement
16 Administrator will perform a search based on the National Change of Address Database information
17 to update and correct for any known or identifiable address changes. If a new address is obtained by
18 way of a returned distribution payment, then the Settlement Administrator shall promptly forward the
19 distribution payment to the updated address via first-class regular U.S. mail indicating on the original
20 mailing the date of such re-mailing. With the distribution, the Settlement Administrator is to make
21 distributions to the appropriate parties for payments due under this Agreement as follows:

- 22 a. Settlement Class Counsel’s attorneys’ fees and costs awarded by the Court
23 under Paragraph 3.7 herein.
- 24 b. The service awards to Plaintiff Ramos and Plaintiff Rodriguez as awarded by
25 the Court under Paragraph 3.9 herein.
- 26 c. The PAGA payments to the LWDA and Aggrieved Employees as set forth in
27 Paragraph 3.10 herein.
- 28 d. Payment to the Settlement Administrator for the costs of settlement

administration as set forth in Paragraph 3.8 herein and approved by the Court.

e. Individual Settlement Payments to Participating Class Members as set forth in Paragraph 4.3 and 4.9 herein.

4.14 Undeliverable Individual Settlement Payments. Should any Individual Settlement Payment checks be returned as undeliverable to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to identify a correct address for the Participating Class Member, and cause the Individual Settlement Payment check to be delivered to the correct address.

4.15 Uncashed Individual Settlement Payment Checks. All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180 day period after distribution shall be void, and the Participating Settlement Class Member's release set forth herein shall remain valid. After the 180 day period, all uncashed Individual Settlement Payments shall be paid to CASA ("Court Appointed Special Advocates") of Los Angeles, which is a non-profit 501(c)(3) advocacy group for children. The Parties and their counsel warrant that they do not have any interest in, or involvement with, the proposed cy pres beneficiary such that there would be a conflict of interest.

4.16 Certification By Settlement Administrator. Upon completion of administration upon the distribution set forth in Section 4.15 above, the Settlement Administrator shall provide written certification of such completion, including any administration summary, to the Court and counsel for all Parties.

V.

RELEASES

5.1 Release As To All Participating Class Members. Upon the Effective Date and funding in full of the Settlement Amount by Defendant, all Settlement Class Members who do not timely opt out of the Settlement ("Participating Class Members"), including their heirs, assigns, estates and representatives, shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released Claims. The Settlement Agreement shall be in full

1 settlement, compromise, release and discharge of the Released Claims and each of them, and the
2 Released Claims by the Class Representative, and the Released Parties shall have no further or other
3 liability or obligation to any Class Member and/or the Class Representative with respect to the
4 Released Claims and Class Representative's Released Claims, except as expressly provided herein.

5 Release As To All Aggrieved Employees. Upon the Effective Date and funding in full
6 of the Settlement Amount by Defendant, Plaintiffs and the State of California shall be deemed to fully
7 forever, irrevocably and unconditionally release and discharge the Released Parties from the Released
8 PAGA Claims.

9 5.2 General Release By Named Plaintiffs Only. In addition to the release made by
10 the Participating Class Members as set forth in Paragraph 5.1 hereof, Plaintiff Ramos and Plaintiff
11 Rodriguez, in their individual capacity and with respect to their individual claims only, agree to release
12 the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature
13 and description whatsoever, known or unknown, asserted or that might have been asserted, whether in
14 tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating
15 to, or in connection with any act or omission by or on the part of any of the Released Parties committed
16 or omitted prior to the execution hereof including a waiver of Civil Code §1542.

17 5.2.1. The General Release includes any unknown claims that Plaintiff Ramos and
18 Plaintiff Rodriguez do not know or suspect to exist in their favor at the time of the General
19 Release, which, if known by them, might have affected their settlement with, and release of,
20 the Released Parties or might have affected their decision not to object to this Settlement or
21 the General Release.

22 5.2.2. The Class Representatives hereby fully and finally release and discharge the
23 Released Parties from any and all of the Released Claims and from any and all claims, charges,
24 complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown,
25 suspected or unsuspected, that the Class Representatives had, now have, or may hereafter claim to
26 have against the Released Parties arising out of, or relating in any way to, the Class Representatives'
27 hiring by, employment with, separation of employment with the Released Parties ("Class
28 Representative's Released Claims"), arising or accruing from the beginning of time up through the

1 date the Court preliminarily approves this Settlement. The Class Representatives' Released Claims
2 include, but are not limited to, claims arising from or dependent on the California Labor Code; the
3 Wage Orders of the California Industrial Welfare Commission; California Business and Professions
4 Code section 17200 *et seq.*; the California Fair Employment and Housing Act, Cal. Gov't Code §
5 12900 *et seq.*; the California common law of contract and tort; Title VII of the Civil Rights Act of
6 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement
7 Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201
8 *et seq.* and the Portal to Portal Act, 29 U.S.C. § 251 *et seq.* This release expressly excludes any
9 Worker's Compensation claims the Class Representatives currently have pending against Defendant.

10 The Class Representatives shall further warrant that they understand that Section 1542 gives
11 them the right not to release existing claims of which they are not now aware, unless they voluntarily
12 choose to waive this right. Having been so apprised, the Class Representatives shall nevertheless
13 voluntarily waive the rights described in Section 1542 only as related to the Released Claims and Class
14 Representatives' Released Claims, and elect to assume all risks as to the Released Claims set forth
15 herein that now exist in their favor, known or unknown. Plaintiffs agree that due to irreconcilable
16 differences they will not knowingly seek or maintain employment, independent contractor status, or
17 any other business relationship in the future with Defendant in any position or capacity whatsoever
18 and that Defendant is entitled to reject (and will be deemed to have rejected) with or without cause,
19 any application for employment or agreement for independent contractor status or any other business
20 relationship with Defendant made by Plaintiffs. Plaintiffs further agree that any rejection of any
21 application or offer made by Defendant to Plaintiffs is not for retaliatory, discriminatory or any other
22 illegal purpose and Plaintiffs will not seek any redress, legally or otherwise, for such a rejection.

23 5.2.3. Plaintiff Ramos and Plaintiff Rodriguez may hereafter discover facts in addition
24 to or different from those they now know or believe to be true with respect to the subject matter
25 of the General Release, but they shall be deemed to have, and by operation of the Final
26 Judgment shall have, fully, finally, and forever settled and released any and all of the claims
27 released pursuant to the General Release whether known or unknown, suspected or
28 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon

1 any theory of law or equity now existing or coming into existence in the future, including, but
2 not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any
3 duty, law or rule, without regard to the subsequent discovery or existence of such different or
4 additional facts.

5 VI.

6 MISCELLANEOUS

7
8 6.1 No Public Comment. All Parties and Class Counsel agree they will not make
9 any public disclosure of the Settlement or the previously-signed Memorandum of Understanding
10 until after this Stipulation of Settlement filed with the Court. Class Counsel will take all steps
11 necessary to ensure all Parties are aware of, and will encourage them to adhere to, the restriction
12 against any public disclosure of this Stipulation of Settlement or the previously-signed Memorandum
13 of Understanding until after this Stipulation of Settlement is filed with the Court. Following of the
14 filing of this Stipulation of Settlement, all Parties and Class Counsel agree they will not have any
15 communications with the media, other than to direct the media to the public records of the Actions
16 on file with the Court. Class Counsel will take all steps necessary to ensure all Parties are aware of,
17 and will adhere to, the restriction against any media comment on this Stipulation of Settlement and
18 its terms.
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21 6.2 No Additional Benefits. All Individual Settlement Payments paid to
22 Participating Settlement Class Members shall be deemed to be paid to such Participating Settlement
23 Class Members solely in the year in which such payments actually are received by Participating
24 Settlement Class Members. It is expressly understood and agreed that the receipt of such payments
25 will not entitle any Participating Settlement Class Member to any additional compensation or benefits
26 under any bonus, contest or other compensation or benefit plan or agreement or any collective
27 bargaining agreement currently in place and/or that was in place during the applicable Class Period or
28 thereafter, nor will receipt of such payments entitle any Participating Settlement Class Member to any

1 increased retirement, 401k benefits or matching benefits, deferred compensation benefits or any other
2 type of benefit. It is the Intent of this Settlement that the Individual Settlement Payments provided for
3 in this Agreement are the sole payments to be made by Defendant to the Participating Settlement Class
4 Members, and that the Participating Settlement Class Members are not entitled to any new or
5 additional compensation or benefits as a result of having received the payments, notwithstanding any
6 contrary language or agreement in any benefit or compensation plan document or collective bargaining
7 agreement currently in place and/or that was in place during the applicable Class Period or thereafter.

8 6.3 Dispute Resolution. Except as otherwise set forth herein, all disputes
9 concerning the interpretation, calculation or payment of settlement claims, or other disputes regarding
10 compliance with this Agreement shall be resolved as follows:

- 11 a. If Plaintiff Ramos, Plaintiff Rodriguez, or Settlement Class Counsel, on behalf
12 of Plaintiff Ramos, Plaintiff Rodriguez, or any Settlement Class Member, or
13 Defendant at any time believe that the other Party has breached or acted
14 contrary to the Agreement, that Party shall notify the other Party in writing of
15 the alleged violation.
- 16 b. Upon receiving notice of the alleged violation or dispute, the responding Party
17 shall have ten (10) business days to correct the alleged violation and/or respond
18 to the initiating Party with the reasons why the party disputes all or part of the
19 allegation.
- 20 c. If the response does not address the alleged violation to the initiating Party's
21 satisfaction, the Parties shall negotiate in good faith for up to ten (10) business
22 days to resolve their differences.
- 23 d. If the Parties are unable to resolve their differences after twenty (20) business
24 days, either Party may file an appropriate motion for enforcement with the
25 Court. The briefing of such motion should be in letter brief form and shall not
26 exceed five (5) single-spaced pages (excluding exhibits).
- 27 e. Reasonable attorney's fees and costs for work done in resolving a dispute under
28 this Section may be recovered by any party that prevails under the standards set

1 forth within the meaning of applicable law.

2 6.4 Exhibits and Headings. The terms of this Agreement, including the terms set
3 forth in the attached Notice, which is incorporated by this reference as though fully set forth herein,
4 shall be the only terms of this Agreement. The descriptive headings of any paragraphs or sections of
5 this Agreement are inserted for convenience of reference only and do not constitute a part of this
6 Agreement.

7 6.5 Interim Stay of Proceedings. The Parties agree to the Court staying and holding
8 all proceedings in the Actions, except such proceedings necessary to implement and complete the
9 Settlement, in abeyance pending the Final Settlement Hearing to be conducted by the Court.

10 6.6 Amendment or Modification. This Agreement may be amended or modified
11 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

12 6.7 Entire Agreement. This Agreement and any attached exhibits constitute the
13 entire agreement among these Parties, and no oral or written representations, warranties or
14 inducements have been made to any Party concerning this Agreement or its exhibits other than the
15 representations, warranties and covenants contained and memorialized in such documents.

16 6.8 Extensions of Time. Without further order of the Court, the Settling Parties
17 hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the
18 Settlement.

19 6.9 Waivers. The waiver by any party of any breach of this Settlement Agreement
20 shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or
21 contemporaneous, of this Settlement Agreement.

22 6.10 Authorization to Enter Into Settlement Agreement. Counsel for all Parties
23 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
24 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
26 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
27 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
28 unable to reach agreement on the form or content of any document needed to implement the

1 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
2 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
3 person signing this Agreement on behalf of Defendant represents and warrants that he/she is
4 authorized to sign this Agreement on behalf of Defendant.

5 6.11 Binding on Successors and Assigns. This Agreement shall be binding upon, and
6 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 6.12 California Law Governs. All terms of this Agreement and the exhibits hereto
8 shall be governed by and interpreted according to the laws of the State of California.

9 6.13 Counterparts. This Agreement may be executed in one or more counterparts. A
10 facsimile or scanned signature shall have the same effect as an original signature and shall not affect
11 the enforceability of this Agreement. All executed counterparts and each of them shall be deemed to
12 be one and the same instrument provided that Counsel for the Parties to this Agreement shall exchange
13 among themselves signed counterparts.

14 6.14 Jurisdiction of the Court. Pursuant to California Rules of Court, rule 3.769(h)
15 and California Code of Civil Procedure Sec. 664.6, the Court shall retain jurisdiction with respect to
16 the interpretation, implementation and enforcement of the terms of this Agreement and all orders and
17 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
18 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
19 embodied in this Agreement and all orders and judgments entered in connection therewith.

20 6.15 Cooperation and Drafting. Each of the Parties has cooperated in the drafting
21 and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
22 not be construed against any of the Parties.

23 6.16 Invalidity of Any Provision. Before declaring any provision of this Agreement
24 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
25 consistent with applicable precedents so as to define all provisions of this Agreement valid and
26 enforceable.

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PLAINTIFF

Dated: 10/8/21



Alberto Ramos

Represented By:

MOORADIAN LAW, APC

By: _____
Zorik Mooradian, Haik Hacopian

Dated: _____

Attorney for Plaintiff Ramos and the Settlement Class

PLAINTIFF

Dated: _____

Roger Rodriguez

Represented By:

ZAKAY LAW GROUP, APLC
JCL LAW FIRM, APC

Dated: _____

By: _____
Shani O. Zakay, Jean-Claude Lapuyade

Attorneys for Plaintiff Rodriguez and the Settlement Class

DEFENDANT LIBERTY CONTAINER CORP.

Dated: _____

By: _____

Its: _____

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PLAINTIFF

Dated: _____
Alberto Ramos

Represented By:

MOORADIAN LAW, APC

By:  _____
Zorik Mooradian, Haik Hacopian

Dated: Oct. 12, 2021

Attorney for Plaintiff Ramos and the Settlement Class

PLAINTIFF

Dated: _____
Roger Rodriguez

Represented By:

ZAKAY LAW GROUP, APLC

JCL LAW FIRM, APC

Dated: _____
By: _____
Shani O. Zakay, Jean-Claude Lapuyade

Attorneys for Plaintiff Rodriguez and the Settlement Class

DEFENDANT LIBERTY CONTAINER CORP.

Dated: _____
By: _____
Its: _____

PLAINTIFF

Dated: _____

Alberto Ramos

Represented By:

MOORADIAN LAW, APC

By: _____

Zorik Mooradian, Haik Hacopian

Dated: _____

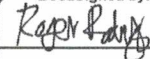
Attorney for Plaintiff Ramos and the Settlement Class

PLAINTIFF

Dated: 9/24/2021

Roger Rodriguez

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Represented By:

ZAKAY LAW GROUP, APLC

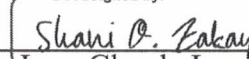
JCL LAW FIRM, APC

Dated: 9/26/2021

By: _____

Shani O. Zakay, Jean-Claude Lapuyade

DocuSigned by:



218AA25326524E7

Attorneys for Plaintiff Rodriguez and the Settlement Class

DEFENDANT LIBERTY CONTAINER CORP.

Dated: 11/30/2021

By: _____

Its: CEO

1 Represented By:

2 LEWIS BRISBOIS BISGAARD & SMITH LLP

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4 Dated: 12/1/2021

5 By: 
6 John L. Barber, Julie W. O'Dell, Christopher I. Cho

7 Attorney for Defendant
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Alberto Ramos v. Liberty Container Corp.,
Los Angeles County Superior Court Case No. 20STCV06560
Roger Rodriguez v. Liberty Container Corp.,
Los Angeles County Superior Court Case No. 20STCV13959

As a current or former hourly non-exempt Union production employee of Liberty Container Corp. (“Liberty”) in California at any time from February 20, 2016 through July 28, 2021, you may be entitled to receive money from a proposed class action settlement.

*The California Superior Court, County of Los Angeles authorized this Class Notice.
This is not a solicitation from a lawyer. This is not a lawsuit against you. You have not been sued.*

**PLEASE READ THIS CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

- A proposed class action settlement of \$395,000 has been reached between Plaintiff Alberto Ramos, Plaintiff Roger Rodriguez, and Defendant Liberty Container Corp. (hereinafter “**Liberty**”) on behalf of Settlement Class Members.
- The settlement resolves the consolidated class and representative action lawsuits entitled *Alberto Ramos, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. Liberty Container Corp.*, Los Angeles County Superior Court Case No. 20STCV06560 and *Roger Rodriguez on behalf of himself and on behalf of all persons similarly situated and similarly aggrieved employees, v. Liberty Container Company*, Los Angeles County Superior Court Case No. 20STCV13959 (“**Lawsuits**”), wherein Plaintiffs allege various wage and hour violations. The Settlement also avoids the costs and risks from continuing the Lawsuits, pays money to persons like you, and releases Liberty from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuits. Liberty denies any and all liability arising from any of the claims and contends that at all relevant times it complied with applicable laws.
- This Settlement will be used to settle claims of all Settlement Class Members. The amount of Settlement Class Members’ individual settlements will be determined by the number of weeks they worked for Liberty (“**workweeks**”) plus additional workweeks for employees whose employment ended.
- Lawyers for the Settlement Class Members will be asking the Court to award up to \$131,666.66 to be paid out of the settlement (one-third) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as litigation costs and expenses, not to exceed \$20,000, incurred during the case. They also will ask the Court to approve: (1) a \$10,000 incentive award to Plaintiff Alberto Ramos and a \$10,000 incentive award to Plaintiff Roger Rodriguez (“**Plaintiffs**” or “**Representative Plaintiffs**”) who assisted in litigating this case for the benefit of all Settlement Class Members; (2) a \$7,500 payment to the California Labor and Workforce Development Agency (“**LWDA**”); and (3) up to a maximum of \$8,000 to the Settlement Administrator for costs incurred in administering this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You will automatically receive payment from the Settlement and you will give up any right you may have to sue for alleged violations and related claims released by the Settlement. You get a payment and release your claims. (See Sections 10, 11 and 19, below). If you do not agree with the number of workweeks presented to you in this Class Notice, you will have until [INSERT DATE] to submit any dispute regarding your individual workweek calculations. (See Section 10, below).
OPT OUT OR EXCLUDE YOURSELF	If you do not want to participate in the settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before [INSERT DATE]. If you opt-out, you will not release any claims against Liberty and you will receive no benefit from this settlement, except your share of PAGA civil penalties to the extent you are entitled to them. (See Sections 10 and 13, below).
OBJECT	If you do not think the settlement is fair and do not opt out, then you may write to the Settlement Administrator about why you do not like the settlement and they will forward your concerns to the attorneys who will then provide it to the court. Your objection must be postmarked on or before [INSERT DATE]. (See Section 16, below). You may not object if you have opted out.

BASIC INFORMATION

1. Why did I get this Class Notice package?

The records of Liberty indicate that you were employed by Liberty in California as an hourly non-exempt Union production employee (covered by the Collective Bargaining Agreement) at any time from February 20, 2016 through July 28, 2021 (“**Settlement Class**”) (See Section 6, below).

You were sent this Class Notice because you have a right to know about a proposed settlement involving these lawsuits and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and after any objections and appeals are resolved, a “**Settlement Administrator**” appointed by the Court will make the payments that the settlement allows. This package explains the Lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the California Superior Court for the County of Los Angeles. The persons who sued are called Plaintiffs, and the organization they sued is called the Defendant.

2. What is this Lawsuit about?

On February 20, 2020, Plaintiff Alberto Ramos filed a class action complaint in the Los Angeles County Superior Court (20STCV06560) against Liberty, on his own behalf and on behalf of other persons.

On April 9, 2020, Plaintiff Roger Rodriguez filed a class action complaint in the Los Angeles County Superior Court (20STCV13959) against Liberty, on his own behalf and on behalf of other persons.

On September 18, 2020, the Lawsuits were consolidated and the Consolidated Complaint was filed which asserts the following class causes of action: (1) Failure to Pay Minimum and Overtime Wages; (2) Failure to Provide Required Meal Periods; (3) Failure to Provide Required Rest Periods; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Timely Pay Vacation Wages at Termination; (6) Failure to Provide Accurate Wage Statements; and (7) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq. The Consolidated Complaint also includes a representative cause of action for civil penalties under the Private Attorneys’ General Act (“PAGA”) in accordance with the required notices communicated by Plaintiffs to the LWDA and Liberty.

Liberty has vigorously denied and defended against the allegations in the Lawsuits, asserting that it has paid its employees properly and has no liability for any of the alleged claims under any statute, wage order, common law, or equitable theory.

3. Why is this a class action?

In a class action, one or more people called Class Representatives or Representative Plaintiffs sue on behalf of people who have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

Since the Lawsuits were filed, there has been an ongoing investigation, and information exchanged. The parties have participated in mediation with a highly respected neutral mediator. As a result, the parties reached this Settlement to avoid the cost and risk of further litigation.

The Superior Court of California, County of Los Angeles, has not made a ruling on the merits of Plaintiffs’ claims or Liberty’s defenses. However, the Court has preliminarily approved the proposed Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval hearing scheduled for [INSERT DATE] at [REDACTED]. The Court is located at 312 North Spring Street, Los Angeles, CA, 90012, Department SS-7.

The settlement does not mean that any law was broken. The proposed Settlement is a compromise of disputed claims and does not mean that Liberty violated any legal wage requirements or is liable for any of the charges made by Plaintiffs. Liberty denies all of the legal claims in the case, and also asserts that a class action is improper for any purpose other than this settlement. Plaintiffs and Class Counsel believe that this settlement is fair and reasonable and is in the best interest of all Settlement Class Members.

5. What is a class action settlement?

The Court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Settlement Class Members except those who have opted out (*i.e.* excluded themselves).

This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

WHO IS IN THE SETTLEMENT?

To see if you will get money from this settlement, you first have to decide if you are a Settlement Class Member.

6. How do I know if I am a Settlement Class Member?

The parties have agreed, subject to Court approval, that the Settlement Class is made up of the following group:

The **Settlement Class** is defined as:

All non-exempt Union production employees (covered by the Collective Bargaining Agreement) who are or previously were employed by Defendant Liberty in California during the period of February 20, 2016 through July 28, 2021 (“**Class Period**”).

If you received this Class Notice, you are considered to be a Settlement Class Member.

7. Are there exceptions to being included?

You can elect to be excluded from this settlement by opting out of this settlement and you will not be a Settlement Class Member.

8. I’m still not sure if I am a Settlement Class Member. What should I do?

You are receiving this Class Notice because Liberty’s records indicate that you are a Settlement Class Member. If you believe you have received this Class Notice in error, please notify the Settlement Administrator immediately.

If this Class Notice was sent to a different address from where you now reside, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement payment itself reach you.

In order to receive payment under this Settlement, you do not have to take any action.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the settlement provide?

The Settlement Agreement provides that Liberty will pay Three Hundred Ninety Five Thousand Dollars (\$395,000.00) (the “**Settlement Amount**”) to fully resolve the claims being settled and released in the Lawsuits. After payment of the sums awarded by the Court (1) to the Settlement Administrator for its costs, up to a maximum of Eight Thousand Dollars (\$8,000.00); (2) to Settlement Class Counsel for their legal fees in the Action, including any work they do in the future, up to a maximum of One Hundred Thirty One Thousand Six Hundred Sixty Six Dollars and Sixty Six Cents (\$131,666.66), which is one-third (33 1/3%) of the Settlement Amount; (3) to Settlement Class Counsel for their litigation costs and expenses, up to a maximum of Twenty Thousand Dollars (\$20,000.00); (4) to Representative Plaintiffs Alberto Ramos and Roger Rodriguez as service awards for services they provided on behalf of the Settlement Class, risk of payment of costs in the event there had been an unfavorable outcome in the Action, and stigma, up to a maximum of Ten Thousand Dollars (\$10,000) each; (5) to the California Labor and Workforce Development Agency (“LWDA”), the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) as its share of PAGA remedies; the

remaining sum, estimated at no less than Two Hundred Seven Thousand Eight Hundred Thirty Three Dollars and Thirty Four Cents (\$207,833.34) (the “**Net Settlement Amount**”) will be distributed entirely to Settlement Class Members who qualify to receive payment.

The actual and complete terms of the Settlement are set forth in the Stipulated Settlement Agreement (“Settlement Agreement”) filed with the Court. You can obtain a complete copy of the Settlement Agreement by calling Settlement Class Counsel, whose contact information is provided in Section 20, below.

10. How much will my payment be? How do I receive payment?

As a Settlement Class Member, you will automatically receive payment if you do not exclude yourself.

Based on Liberty’s records, your total number of Workweeks during your applicable time period is: **[NUMBER]**, which includes the following number of Workweeks due to your employment having ended during the Class Period: **[NUMBER]**.

Your estimated settlement payment based on the number of Workweeks indicated above is: **[AMOUNT]**, less taxes.

Your estimated settlement payment is calculated pursuant to the method set forth below:

A Settlement Class Member’s estimated share of the Net Settlement Amount shall be determined based on each Settlement Class Member’s number of Workweeks Worked during the applicable Class Period. Settlement Class Members whose employment has ended during the Class Period will be allocated an additional 0.25 Workweeks Worked for each Workweek Worked, up to a maximum of 6 additional Workweeks Worked credit to compensate them for their waiting time penalty and vacation pay claims. Each Settlement Class Member’s share of the Net Settlement Amount shall be determined by dividing the Net Settlement Amount (less \$2,500 for PAGA civil penalties payable to employees who were employed at anytime from February 21, 2019 to July 28, 2021 “PAGA Period”, see end of this section) by the total number of Workweeks Worked by all Settlement Class Members during the applicable Class Period, including the enhancements described above, to determine the Per Workweek Settlement Amount. Each Settlement Class Member’s Individual Settlement Amount is then determined by multiplying the Per Workweek Settlement Amount by the number of Workweeks Worked by that Settlement Class Member. In the event that any Settlement Class Members opt out of the Settlement, any portion of the Net Settlement Amount that is not claimed shall be paid to Participating Settlement Class Members on a proportional basis determined by the number of Workweeks Worked by each Participating Settlement Class Member. The amount actually paid to each Participating Settlement Class Member shall be known as the Individual Settlement Payment.

Taxation of your Individual Settlement Payment will be as follows:

Twenty Percent (20%) of each Participating Settlement Class Member’s Individual Settlement Payment shall be apportioned to wages. Standard payroll deductions shall be taken from the wage portion. The Settlement Administrator will issue a check and W-2 Form to each Participating Settlement Class Member for the Wage Component.

Eighty Percent (80%) of each Participating Settlement Class Member’s Individual Settlement Payment shall be apportioned to penalties and interest. No withholding shall be made on the interest and penalty portion. The Settlement Administrator will issue a second check and IRS Form 1099 for the interest and penalty component. Any taxes due on the portion of the Individual Settlement Payment reported on a Form 1099 shall be the responsibility of the individual Participating Settlement Class Member.

The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.

Liberty will be responsible for paying all employer tax liabilities separate and apart from the Settlement Amount.

What if I believe My Workweeks are Wrong? If you wish to challenge the number of Workweeks shown above, you must provide a written statement stating what you believe to be the correct number of Workweeks you worked during the Class Period. You must also include information and/or documents that support your claim that you worked a different number of Workweeks. Liberty's records will control unless you submit documentation that establishes otherwise. If there is a dispute about which information is accurate, the Settlement Administrator will resolve the challenge with the assistance of Class Counsel and Defense Counsel. If the dispute remains unresolved, it will be submitted to the Court for final resolution.

Your share of PAGA civil penalties: Please note that if you were employed at anytime from February 21, 2019 to July 28, 2021 ("PAGA Period"), you will additionally be entitled to a proportionate share of the \$2,500 allocated to PAGA civil penalties payable to employees. Your share will be reflected by the proportionate number of pay periods worked by you during the PAGA Period relative to the total number of pay periods worked by Settlement Class Members during the PAGA Period. Settlement Class Members who are entitled to a PAGA share and who exclude themselves from the Settlement will still be paid their PAGA share under this paragraph.

Your estimated PAGA share based on the [NUMBER] pay periods you were employed during the PAGA Period indicated above is: [AMOUNT].

11. When would I get my payment?

The Court will hold a hearing on [INSERT DATE], to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-800-542-0900 or Class Counsel. *Please be patient.*

Uncashed Checks: All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180 day period after distribution shall be void, and the Participating Settlement Class Member's release set forth herein shall remain valid. The Settlement Administrator shall pay uncashed funds to CASA ("Court Appointed Special Advocates") of Los Angeles, which is a non-profit 501(c)(3) advocacy group for children.

Your payment is expected to be mailed to the address where you received this Class Notice. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your payment is mailed to the correct address.**

12. What am I releasing?

Release As To All Participating Class Members: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, all Settlement Class Members who do not timely opt out of the Settlement ("**Participating Class Members**"), including their heirs, assigns, estates and representatives, shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released Claims. The Settlement Agreement shall be in full settlement, compromise, release and discharge of the Released Claims and each of them, and the Released Claims by the Class Representative, and the Released Parties shall have no further or other liability or obligation to any Class Member and/or the Class Representative with respect to the Released Claims and Class Representative's Released Claims, except as expressly provided herein.

Release As To All Aggrieved Employees: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, Plaintiffs and the State of California shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released PAGA Claims.

“Released Claims” means: all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

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

“Released Parties” means: Defendant, including each of Defendant’s respective past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers..

HOW YOU OPT OUT

13. How can I opt out of this settlement?

If you do not want to remain a member of the Settlement Class, you may opt out of the class action Settlement by mailing a written request for exclusion to the Settlement Administrator, CPT Group, Inc., postmarked no later than **[INSERT DATE]**. The request for exclusion must be submitted in writing in any form you choose but must be signed by you and must include your name, address, telephone number, last four digits of your Social Security number and a statement that you wish to be excluded from the Settlement. If you timely opt out of the Settlement, you will no longer be a member of the Settlement Class and you will be barred from participating in this Settlement. You will not receive any settlement payment if you opt out of this Settlement, except for your share of PAGA civil penalties described in Section 10, above. By timely opting out of the Settlement, you will retain whatever rights or claims you may have, if any, against Liberty, and you will be free to hire your own attorney to pursue those claims on an individual basis, or you may represent yourself, if you choose to do so.

If you do not opt out, you will be bound by all the terms of the Settlement Agreement, including the release of claims set forth above, meaning that you cannot separately sue Liberty, their employees, or any other related persons or entities for the matters being settled in this case. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

To represent you and other Class Members in this action, the Court has appointed Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, Shani O. Zakay of ZAKAY LAW GROUP, APLC, and Jean-Claude Lapuyade of JCL LAW FIRM APLC. These lawyers are called Class Counsel. They will be compensated from the Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$131,666.66 to them for attorneys' fees, or one-third (33 1/3%) of the Settlement Amount. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Class Counsel will also ask the Court to award litigation costs and expenses, not to exceed \$20,000. Liberty has agreed not to oppose Class Counsel's application for these fees and costs. The Court may choose to award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

You may object to the Settlement either personally or through an attorney, by timely mailing a written notice that you are objecting to the Settlement Administrator (CPT Group) postmarked no later than **[INSERT DATE]**. In order for your objection to be considered, you must not have opted out. The Final Approval Hearing is presently set for **[date]** at **[time]**. If you have not opted out, you may appear, personally or through an attorney, at the Final Approval Hearing to present your objection directly to the Court. If you wish to file any legal briefs, papers or memoranda in support of your objection, you may provide them to the Settlement Administrator with your written notice that you are objecting or you may file them directly with the Court no later than fifteen (15) days prior to the Final Approval Hearing.

All written objections must be signed and must contain the following information:

- Your name;
- Your address;
- Your telephone number;
- The name of the case (*Liberty Container Class Action*); and
- A description of your objections.

If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Settlement Class member who does not object. You will also receive a settlement payment.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at **[redacted]** on **[redacted]**, 2021, at the Los Angeles County Superior Court, Dept. SS-7, 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

The date of the Fairness Hearing may change without formal notice to you and any change will be posted on the Settlement Administrator's general website at www.cptgroup.com, which you should check periodically.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Participating Class Members at the hearing. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

Should you choose to appear at the Fairness Hearing, you may appear remotely. To do so, you must arrange an appearance at <https://my.lacourt.org/laccwelcome> through the “Civil” tab not sooner than thirty (30) days before the hearing. You will be asked to create a login, choose whether you will be making an audio or video appearance, and pass technical validations for your hardware. You must enter the lead case number (20STCV06560) when prompted and select the hearing date for the Final Fairness Hearing.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive your settlement payment. You will remain a member of the Settlement Class and will be bound by all the terms of the Settlement Agreement, including the release of claims set forth in Section 12 above, meaning that you cannot separately sue Liberty, their employees, or any other related persons or entities for the matters being settled under this Settlement. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. If you would like a complete copy of the Settlement Agreement, please contact Settlement Class Counsel. You may also go to the Court’s website at <http://www.lacourt.org/casesummary/ui/> and enter the lead case number (20STCV06560) to electronically access all publicly filed documents in the Lawsuits. Please note that fees may be charged by the Court for retrieval of any documents.

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	SETTLEMENT CLASS COUNSEL	ATTORNEYS FOR DEFENDANT LIBERTY CONTAINER CORP. (“DEFENSE COUNSEL”)
CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Phone: (800) 542-0900 Fax: (949) 419-3446 www.cptgroup.com	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Telephone: (818) 487-1998 Facsimile: (888) 783-1030 Shani O. Zakay shani@zakaylaw.com ZAKAY LAW GROUP, APLC	Julie W. O’Dell, Julie.ODell@lewisbrisbois.com Christopher I. Cho, Christopher.Cho@lewisbrisbois.com LEWIS BRISBOIS BISGAARD & SMITH LLP 650 Town Center Drive, Suite 1400 Costa Mesa, CA 92626 Telephone: (714) 545-9200 Facsimile: (714) 850-1030

	3990 Old Town Avenue, Suite C204 San Diego, CA 92110 Telephone: (619)255-9047 Facsimile: (858) 404-9203 Jean-Claude Lapuyade jlapuyade@jcl-lawfirm.com JCL LAW FIRM, APC 3990 Old Town Avenue, Suite C204 San Diego, CA 92110 Telephone: (619)599-8292Facsimile: (619) 599-8291	
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**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR LIBERTY
WITH INQUIRIES.**

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to these Lawsuits. You received this notice to help you decide what steps, if any, to take about these Lawsuits.

**Declaration of
ZORIK MOORADIAN**

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DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Alberto Ramos and seek appointment as Class Counsel in the class action lawsuit entitled *Alberto Ramos, individually and on behalf of other persons similarly situated and similarly aggrieved employees v. Liberty Container Corp.*, and bearing Los Angeles County Superior Court Case No. 20STCV06560, which has been consolidated with the class action lawsuit entitled *Roger Rodriguez on behalf of himself and on behalf of all persons similarly situated and similarly aggrieved employees v. Liberty Container Company*, and bearing Los Angeles County Superior Court Case No. 20STCV13959. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I have attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and have received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 33 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a short title index of class actions and individual employment/wage-and-hour cases (recent past and pending), in which I have represented and/or continue to represent the plaintiffs or defendants in the capacity of co-counsel or lead counsel:

4. Granados v. Bimbo Bakeries/CV 09-07329 DMG; Garcia v. Pharmavite /BC435699; Barsamian/Park v. Staples /BC450208 and BC449815; Bosch v. Bakery Holdings/BC484494; Uribe v. American Guard Services/ BC492881;

1 Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/
2 BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC
3 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab
4 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
5 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
6 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
7 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
8 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
9 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
10 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
11 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
12 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Balaguer v. Eminent,
13 Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Azeppita v. Eden
14 Social Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent,
15 Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-2018-
16 01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto
17 Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v.
18 Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857;
19 Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State
20 Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v.
21 WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496;
22 Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt.
23 Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon
24 Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563;
25 Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium
26 Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709;
27 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v.
28 Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-
2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage

1 Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-
2 01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales
3 Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
4 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247;
5 Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland
6 Montessori, LLC/18STCV06042; Olmos v. Mall Food Mgt. Associates/30-2019-
7 01096292; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135;
8 Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
9 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR
10 Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v.
11 GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres
12 v. Metro Security/19STCV15680; Trujillo v. Securitas Security
13 Services/19STCV01207; Villacana v. Crothall Laundry Services,
14 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

15 5. I am familiar with California wage and hour law and the laws governing the
16 alleged violations in this matter, including but not limited to California Labor Code Sections
17 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
18 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
19 Private Attorneys General Act.

20 6. I seek appointment as class counsel on behalf of the settlement class. I know
21 of no conflicts that would preclude me, or Mr. Hacopian, from serving as Class Counsel in
22 this matter. I also know of no conflicts that would preclude Mr. Ramos from serving as a
23 Class Representative in this matter.

24 7. As a result of my prior experience as class counsel in other wage and hour
25 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed
26 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
27 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
28 settlement is fair to the class, reasonable and more than adequate in view of (i) the strength
of Plaintiffs' claims and Defendant's defenses, (ii) the risk, expense, complexity and likely

1 duration of further litigation, (iii) the risk and difficulty of obtaining class certification and
2 maintaining class action status through trial, (iv) the total settlement amount of \$395,000
3 offered in settlement, (vii) the discovery conducted by the Parties in this case, (vi) my
4 experience with similar settlements in wage and hour class actions that have received court
5 approval, and (viii) the fact that the settlement was the result of arms' length negotiations
6 between experienced counsel facilitated by Mr. Jeffrey Krivis, a respected neutral mediator.

7 8. I submit that the proposed settlement is within the range of possible approval
8 for communication of a notice in conformity and consideration thereof by the Settlement
9 Class. The Court will have the opportunity to again assess the reasonableness of the
10 settlement after the Class has had the opportunity to opt-out or object.

11 Executed on December 3, 2021 in Calabasas, California.

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13 /s/Zorik Mooradian
14 Zorik Mooradian
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**Declaration of
JEAN-CLAUDE LAPUYADE**

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALBERTO RAMOS, individually and on behalf
of all others similarly situated and similarly
aggrieved employees,

Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key Container
Company); and DOES 1-50, Inclusive,

Defendants.

ROGER RODRIGUEZ, on behalf of himself and
on behalf of all persons similarly situated,

Case No.: 20STCV06560 (lead);
20STCV13959

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

Complaint Filed: April 9, 2020

Dept.: 7

Judge: Amy D. Hogue

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel for
5 Plaintiffs and putative class representatives, individually and on behalf of other members of the
6 general public similarly situated and on behalf of aggrieved employees pursuant to the Private
7 Attorneys General Act ("PAGA") (collectively, "Plaintiffs").

8 2. Class Counsel in this matter has extensive class action experience in multiple fields
9 and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated
10 similar wage and hour class actions involving similar meal and rest period violations. Class
11 Counsel has been approved as class counsel in similar wage and hour class actions throughout the
12 State of California, including in the Superior Court for the County of San Bernardino. As such,
13 courts throughout the California have deemed Class Counsel experienced and knowledgeable in this
14 area of law. Class Counsel has participated in every aspect of the settlement discussions and has
15 concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

16 3. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
17 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
18 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
19 consumers throughout California in wage and hour class actions, PAGA Actions and complex
20 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
21 Esq. (Partner/Owner), Eduardo Garcia (Associate), Tesla Stone (Paralegal), and Leilani Edmunds
22 (Legal Secretary).

23 4. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
24 Employees. I have extensive experience with wage and hour class and representative actions
25 litigation like this matter, and employment matters in general. Additionally, I have extensive
26 complex mass tort litigation experience and complex construction product liability experience. I
27 can, will and have adequately represented the interests of the Plaintiff, the State of California and
28 the Aggrieved Employees throughout this action.

1 5. I have represented consumers and employees in California class actions, and complex
2 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
3 plaintiff's civil litigation attorney since April 2007.

4 6. I have significant class counsel and collective action counsel experience. I served as
5 class and/or collective (PAGA) counsel in, among other cases, the following matters:

6 a. *Munoz v. AMTCR, Inc.*, San Bernardino Superior Court Case No.
7 CIVDS2001914 (August 24, 2021 – Hon. David Cohn approved a \$1.85 million dollar wage
8 and hour class and PAGA action for, among other things, inaccurate itemized wage
9 statements, and appointed the JCL Law Firm, APC as Class Counsel.)

10 b. *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case
11 No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and
12 PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the
13 JCL Law Firm, APC as Class Counsel)

14 c. *Jer Vang v. Bridge Property Management*, Alameda County Superior Court,
15 Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA
16 settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class
17 counsel for the settlement class and as representative PAGA counsel the State of California
18 and the Aggrieved Employees.)

19 d. *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior
20 Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA
21 Settlement negotiated on behalf of the State of California and the aggrieved employees by
22 the JCL Law Firm, APC.)

23 e. *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles
24 Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle
25 appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA
26 settlement for, *inter alia*, missed meal and rest periods.)

27 f. *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court,
28 Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA

1 Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted
2 as counsel for the plaintiff, the State of California and the Aggrieved Employees.)

3 g. *Stevens et al., v. Bank of England*, San Diego County Superior Court Case
4 No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL
5 Law Firm as Class Counsel and granted final approval of wage and hour class action for,
6 *inter alia*, off-the-clock work.)

7 h. *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-
8 00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class
9 Counsel and granted final approval of wage and hour class action for off-the-clock work.)

10 i. *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case
11 No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as
12 class counsel and granted final approval of wage and hour class action for meal period
13 violations.)

14 j. *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case
15 No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of
16 PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted
17 as lead counsel.)

18 k. *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No.
19 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement
20 for, *inter alia*, missed meal and rest periods. JCL LAW Firm, APC, acted as lead counsel.)

21 l. *Moreno v. Dash Lube, et al.*, United States District Court, Southern District
22 of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class
23 certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class
24 Counsel.)

25 m. *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior
26 Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL
27 Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class
28 action settlement arising out of Civil Code Section 1940.1.)

1 n. *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-
2 00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class
3 counsel and granted final approval of wage and hour class action for unpaid overtime.)

4 o. *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No
5 Case No. 37-2018-00043601 (May 31, 2019 – Hon, Gregory Pollack appointed JCL Law
6 Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class
7 action settlement involving nearly 900 current and former employees. Final approval
8 scheduled for October 4, 2019)

9 p. *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case
10 No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC,
11 as Class Counsel and granted final approval for a wage and hour class action settlement for
12 *inter alia*, missed meal and rest periods and independent contractor misclassification.)

13 q. *Moschetto v. Pillow Global, Inc. San Diego Superior Court*, Case No. 37-
14 2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW
15 Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class
16 action settlement involving misclassified house cleaners.)

17 r. *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No.
18 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an
19 unlawful housing class action arising under Civil Code Section 1940.2)

20 s. *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior
21 Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W.
22 Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a
23 wage and hour class action settlement for meal and rest period violations);

24 t. *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court
25 Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law
26 Firm, APC, as Class Counsel and granted final approval for a wage and hour class action
27 settlement involving claims for on duty meal and rest periods.);

1 u. *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior
2 Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)

3 v. *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-
4 00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest
5 periods)

6 w. *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-
7 2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee
8 misclassification);

9 x. *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No.
10 BC617160 (2017 - Certified and settled wage and hour class action.);

11 y. *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court
12 Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);

13 z. *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-
14 00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing
15 practices arising out of Civil Code Section 1940.1);

16 7. Since 2010, my firm has successfully resolved more than sixty (65) cases and
17 recovered nearly of \$100 million on behalf of the Firm's clients.

18 8. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
19 favorable verdict for the firm's clients.

20 9. Finally, I have published appellate experience in *William Blanchette et al., v. The*
21 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

22 10. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers,
23 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super
24 Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see
25 https://www.superlawyers.com/about/selection_process.html.)
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28

1 I declare under the penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 3rd day of December 2021, at San Diego, California.

3 **JCL LAW FIRM, APC**

4 By: 
5 Jean-Claude Lapuyade
6 Attorneys for Plaintiffs
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**Declaration of
SHANI O. ZAKAY**

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALBERTO RAMOS, individually and on behalf
of all others similarly situated and similarly
aggrieved employees,

Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key Container
Company); and DOES 1-50, Inclusive,

Defendants.

ROGER RODRIGUEZ, on behalf of himself and
on behalf of all persons similarly situated,

Case No.: 20STCV06560 (lead);
20STCV13959

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Complaint Filed: April 9, 2020

Dept.: 7
Judge: Amy D. Hogue

1 I, Shani O. Zakay, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, and co-counsel for
3 Plaintiffs and putative class representatives, individually and on behalf of other members of the
4 general public similarly situated and on behalf of aggrieved employees pursuant to the Private
5 Attorneys General Act (“PAGA”) (collectively, “Plaintiffs”).

6 2. As such, I am fully familiar with the facts, pleadings and history of the matter. The following
7 facts are within my own personal knowledge, and if called as a witness, I could testify competently
8 to the matters stated herein.

9 3. My firm has worked on this matter over the course of the litigation during the last 17 months.
10 My credentials are reflected in the Zakay Law Group, APC firm resume, a true and correct copy of
11 which is attached hereto as Exhibit #A. Some of the major cases my firm has undertaken is also set
12 forth in Exhibit #A. I have had class litigation experience, mostly in the area of employment class
13 actions, unfair business practices and other complex litigation. I have experience in cases involving
14 labor code violations and wage and hour claims. I have litigated similar wage and hour cases
15 against other employers on behalf of employees. I have been approved as experienced class counsel
16 in courts throughout California. It is this level of experience which enabled my firm to undertake the
17 instant matter and to successfully combat the resources of the defendant and its capable and
18 experienced counsel.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 3rd day of December, 2021, at San Diego, California.

21
22 By:  _____
23 Shani O. Zakay
24
25
26
27
28

EXHIBIT A

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Iyon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

**Declaration of
ALBERTO RAMOS**

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1 in Calabasas for a meeting which took around 4 and a half hours between the meeting and my
2 commute both ways. I have also spent at least 3 to 4 hours looking for documents. I have also
3 spent time reviewing the settlement agreement as well as this declaration.

4 7. In total, I estimate that I have spent approximately 12-13 hours to date
5 participating in this case.

6 8. I understand that the parties have agreed to a \$10,000 service award to me for
7 coming forward and participating in this case and for providing a release of claims to Liberty
8 Container which includes more claims than what the other class members are releasing. I also
9 understand that any amounts payable to me must be approved by the Court.

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

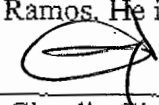
12 Executed this 8 day of October 2021, at _____, California.

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14 
15 Alberto Ramos

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17 **Translation Authentication**

18 I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd.,
19 Suite 210, Calabasas, California 91302.

20 On October 8, 2021, I translated this Declaration from English to Spanish during a conference
21 with Alberto Ramos. He indicated to me that he understood and signed the Declaration.

22 By: 
23 Claudia Ginsburg

**Declaration of
ROGER RODRIGUEZ**

ZAKAY LAW GROUP, APLC

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Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
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jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for Plaintiff ROGER RODRIGUEZ

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALBERTO RAMOS, individually and on behalf
of all others similarly situated and similarly
aggrieved employees,

Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key Container
Company); and DOES 1-50, Inclusive,

Defendants.

ROGER RODRIGUEZ, on behalf of himself and
on behalf of all persons similarly situated,

///

Case No.: 20STCV06560 (lead);
20STCV13959

**DECLARATION OF PLAINTIFF
ROGER RODRIGUEZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

Complaint Filed: April 9, 2020

Dept.: 7
Judge: Amy D. Hogue

DECLARATION OF ROGER RODRIGUEZ

I, ROGER RODRIGUEZ, hereby declare as follows:

1. I am a named Plaintiff in the wage and hour class action lawsuit entitled *Roger Rodriguez v. Liberty Container Corp.*, bearing case number 20STCV13959, and consolidated with the wage and hour class action lawsuit entitled *Alberto Ramos v. Liberty Container Corp.*, bearing case number 20STCV06560 of the Los Angeles County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Defendant Liberty Container in California from 2012 until my termination on or about May 2019. I worked as a non-exempt union production employee.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt union production employees of Liberty Container in California. I understand that it is my job to support them and I accept that as their representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt union production employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class.

5. I've relied upon and continue to rely upon the advice and guidance of my attorneys at the JCL Law Firm, APC and Zakay Law Group, APLC.

6. I have been involved with this case since May of 2020. In the year and a half I have been involved in this case, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences speaking to my attorneys and their staff. I have also spent at least 3 to 4 hours looking for documents. I have also spent time reviewing various documents in the action, including the settlement agreement as well as this declaration.

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

7 Executed 10/17/2021, at Bakersfield, California.

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DocuSigned by:

FD22B8A3831C49D...

ROGER RODRIGUEZ

[PROPOSED] ORDER

1 ZORIK MOORADIAN, Bar No. 136636

2 zorik@mooradianlaw.com

3 HAIK HACOPIAN, Bar No. 282361

4 haik@mooradianlaw.com

5 **MOORADIAN LAW, APC**

6 24007 Ventura Blvd., Suite 210

7 Calabasas, CA 91302

8 Telephone: (818) 487-1998

9 Facsimile: (888) 783-1030

10 Attorneys for Plaintiff Alberto Ramos, individually and on behalf of other persons
11 similarly situated and similarly aggrieved employees

12 [ADDITIONAL COUNSEL LISTED AFTER CAPTION]

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

16 ALBERTO RAMOS, individually and on
17 behalf of other persons similarly situated
18 and similarly aggrieved employees,
19 Plaintiffs,

20 v.

21 LIBERTY CONTAINER CORP., an
22 active California Limited Liability
23 Company; and DOES 1 through 10,
24 Defendants.

25
26 ROGER RODRIGUEZ on behalf of
27 himself and on behalf of all persons
28 similarly situated and similarly aggrieved
employees,

Plaintiff,

v.

LIBERTY CONTAINER COMPANY, a
California Corporation (aka Key
Container Company); and DOES 1-50,
Inclusive,

Defendants.

Case No.: 20STCV06560 (lead);
20STCV13959

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Amy D. Hogue
in Dept. SS-7]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 17, 2021

Time: 11:00 a.m.

Dept.: SS-7

ZAKAY LAW GROUP, APLC

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San Diego, CA 92121

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San Diego, CA 92121

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Facsimile: (619) 599-8291

Attorneys for Plaintiff Roger Rodriguez on behalf of himself and on behalf of all persons similarly situated and similarly aggrieved employees

1 On March 17, 2022, the Court considered the motion of Plaintiff Alberto Ramos and
2 Plaintiff Roger Rodriguez for preliminary approval of the Parties' proposed class action
3 Settlement.

4 The Court having read and considered the papers on the motion submitted by Class
5 Counsel, having heard the presentation of Class Counsel and Defendant's counsel, having
6 reviewed all of the submissions presented with respect to the proposed Settlement, having
7 carefully considered the requirements for class certification, and having preliminarily
8 determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED
9 ADJUDGED, and DECREED that:

10 1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant
11 to Cal. Rules of Court, rule 3.769;

12 2. The Settlement, as set forth in the Stipulated Settlement Agreement
13 ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the best interests
14 of the Settlement Class, and it is preliminarily approved. Except as expressly set forth herein,
15 the Parties shall effectuate the Settlement Agreement according to its terms. The Settlement
16 Agreement, and every term and provision thereof, shall be deemed incorporated herein as if
17 explicitly set forth and shall have full force of an Order of this Court;

18 3. The Court finds that the notice plan set forth in the Settlement Agreement
19 constitutes the best notice practicable under the circumstances and shall constitute due and
20 sufficient notice to the Settlement Class of the pendency of the Action, the terms of the
21 Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of
22 California law and federal due process law;

23 4. The proposed Settlement Class is provisionally certified under Civ. Code §
24 382, with the Class consisting of:

25 All non-exempt Union production employees (covered by the
26 Collective Bargaining Agreement) who are or previously were
employed by Defendant in California during the period of February 20,
2016 through July 28, 2021 ("Class Period").

5. Plaintiff Alberto Ramos and Plaintiff Roger Rodriguez are appointed as Class

1 Representatives;

2 6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC, Shani O. Zakay
3 of Zakay Law Group, APLC, and Jean-Claude Lapuyade of JCL Law Firm, APC are
4 appointed as Class Counsel for the class;

5 7. CPT Group, Inc., is appointed as the third-party administrator (“Settlement
6 Administrator”);

7 8. The proposed settlement of Plaintiffs’ Private Attorneys General Act (the
8 “PAGA”) claims is preliminarily approved;

9 9. The proposed Class Notice, attached as Exhibit 1 to the Settlement Agreement,
10 is approved and shall be disseminated according to the notice plan described in the Settlement
11 Agreement and substantially in the form submitted;

12 10. In conformity with the Class Notice, Settlement Class Members wishing to be
13 excluded from the Settlement Class must submit a written request for exclusion requesting
14 exclusion from the Settlement on or before the expiration of the opt out period (60 days after
15 the date that the Class Notice is mailed);

16 11. In conformity with the Class Notice, any Settlement Class Member who does
17 not opt out of the Settlement may object to the settlement, either personally or through an
18 attorney, orally at the Final Approval Hearing or by providing written notice that the
19 Settlement Class Member is objecting to the Settlement Administrator, which written notice
20 must be postmarked no later than 60 days after the date that the Class Notice is mailed;

21 12. A Final Approval Hearing will be held on _____,
22 to determine if the proposed settlement should be granted final approval. The Court will hear
23 all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiffs’
24 request for Class Representative Service Payments, Class Counsel’s request for Attorney’s
25 Fees, Class Counsel’s request for Costs, payment to the LWDA, and payment to the
26 Settlement Administrator. Any Settlement Class Member who complies with the procedures
and requirements specified in the Class Notice may appear at the Final Approval Hearing;

13 13. Class Counsel is to file and serve the Motion for Final Approval of Class

1 Action Settlement and for Award of Class Representative Service Award, Attorneys' Fees,
2 Costs, payment to the LWDA, and payment to the Settlement Administrator, by
3 _____; and

4 14. The Court shall retain jurisdiction necessary to effectuate this Order and
5 consider all further applications out of or in connection with the Settlement.

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Dated: _____

By: _____

Honorable Amy D. Hogue
Judge of the Superior Court

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On December 3, 2021, I served on the parties of record in this action the foregoing document(s) described as:

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading the document(s) to the CASEANYWHERE service.

Executed on December 3, 2021 at Calabasas, California.

PROOF OF SERVICE