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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

YASMIN AGUIRRE, RAMON ORTIZ
PARTIDA and EDELMIRA ARMENTA,
LEONARD ENRIQUEZ, ESIQUIO TELLO
and on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

MENASHA PACKAGING COMPANY, LLC,
a Wisconsin limited liability company;
MENASHA CORPORATION, a Wisconsin
corporation; SIMPLIFIED LABOR STAFFING
SOLUTIONS INC., a California corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV13818

*[Assigned for all purposes to the Hon. William
F. Highberger, Dept. 10]*

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

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Attorneys for Defendants MENASHA PACKAGING COMPANY, LLC
and MENASHA CORPORATION

1 This Joint Stipulation of Settlement and Release (the “Joint Stipulation of Settlement” or
2 “Settlement”) is made and entered into by and among: (a) Plaintiffs Leonard Enriquez, Yasmin
3 Aguirre, Ramon Ortiz Partida, Edelmira Armenta, and Esiquio Tello (collectively, “Plaintiffs”), on
4 behalf of themselves and each member of the “Settlement Class” (as defined below); and (b)
5 Defendants Menasha Packaging Company, LLC and Menasha Corporation (collectively,
6 “Menasha” or “Menasha Defendants”). Plaintiffs and Menasha are referred to collectively as the
7 “Parties”.

8 **I. BACKGROUND; DENIALS OF LIABILITY**

9 On August 1, 2019, Plaintiff Leonard Enriquez filed a class action against the Menasha
10 Defendants in the Los Angeles Superior Court, Case No. 19STCV26807 (“Enriquez Class Action”).
11 On September 18, 2019, the Enriquez Class Action was removed to the United States Court for the
12 Central District of California. On January 25, 2021, the Enriquez Class Action was dismissed
13 without prejudice pursuant to the stipulation of the parties.

14 On October 7, 2019, Plaintiff Leonard Enriquez filed a representative action for civil
15 penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code
16 section 2698, *et seq.* against the Menasha Defendants in the Los Angeles County Superior Court
17 Case No. 19STCV35689 (“Enriquez PAGA Action”). On November 27, 2024, the Enriquez PAGA
18 Action was related and subsequently consolidated with the Tello Class Action (defined below).

19 On February 11, 2020, Plaintiffs Yasmin Aguirre, Ramon Ortiz Partida, and Edelmira
20 Armenta (“*Aguirre* Plaintiffs”) filed a class action against the Menasha Defendants and Simplified
21 Labor Staffing Solutions, Inc. (“Simplified”) for alleged violations of the California Labor Code in
22 the San Bernardino County Superior Court Case No. CIVDS2004372 (“*Aguirre* Class/PAGA
23 Action”). On June 3, 2020, Plaintiffs Yasmin Aguirre, Ramon Ortiz Partida, and Edelmira Armenta
24 filed a first amended class action complaint adding a claim for civil penalties pursuant to the
25 California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* On
26 October 20, 2021, Plaintiffs Yasmin Aguirre and Ramon Ortiz Partida requested and the Court
27 ordered dismissal of their individual and putative class claims alleged against the Menasha
28 Defendants and Simplified, leaving the PAGA civil penalty claims against Simplified and the

Menasha Defendants and Edelmira Armenta’s class action and individual claims against the Menasha Defendants in the Aguirre Class/PAGA Action.

On April 8, 2020, Plaintiff Esiquio Tello filed a class action against the Menasha Defendants for alleged violations of the California Labor Code in the Los Angeles County Superior Court Case No. 20STCV13818 (“Tello Class Action”). On June 19, 2020, Plaintiff Esiquio Tello filed a representative action for civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* against the Menasha Defendants in the Los Angeles County Superior Court Case No. 20STCV23415 (“Tello PAGA Action”). On November 27, 2024, the Tello PAGA Action was related and subsequently consolidated with the Tello Class Action.

Plaintiff Esiquio Tello has been granted leave to file an Amended Complaint in the Tello Class Action which will also consolidate the claims of the Aguirre Class/PAGA Action, thereby consolidating all claims into one consolidated lawsuit (the “Action”) prior to or with the motion seeking preliminary approval of the settlement. Upon the filing of the motion to approve this settlement in Tello Class Action, the *Aguirre* Plaintiffs will file a Notice of Settlement in the Aguirre Class/PAGA Action. The *Aguirre* Plaintiffs’ Notice of Settlement will state that this settlement is expected to be approved in the next 180 days.

In the Action, Plaintiffs allege, among other things, claims on behalf of current and former hourly non-exempt employees of the Menasha Defendants and Simplified in California. More particularly, Plaintiffs allege, among other things, that the Menasha Defendants and Simplified had, with respect to them individually and/or other members of the public similarly situated: failed to pay employees for all hours worked at the minimum wage and/or applicable overtime rates of pay; failed to provide legally complaint meal periods and/or pay meal period premium wages; failed to provide legally complaint rest periods and/or pay rest period premium wages; failed to reimburse employees for business related expenses; failed to timely pay employees; statutory penalties for failure to provide accurate wage statements; failed to provide adequate physical conditions and/or facilities, including but not limited to adequate seating, restrooms and temperatures; incurred waiting time penalties in the form of continuation wages for failure to timely pay employee all

1 earned and unpaid wages due upon separation of employment; incurred applicable civil penalties;
2 and incurred civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”). In the
3 Action, Plaintiffs seek on behalf of the class declaratory relief and monetary relief (including
4 damages, restitution, and penalties) and other relief.

5 On October 24, 2022, Plaintiffs and the Menasha Defendants participated in a formal
6 mediation session with well-respected wage and hour mediator Steve Serratore, Esq. Following the
7 mediation, the Plaintiffs and the Menasha Defendants reached a settlement in principle of the Action
8 on November 22, 2022. This Joint Stipulation of Settlement, among other things, resolves and settles
9 on behalf of the Settlement Class and PAGA employees all claims asserted in the operative
10 complaint in the Action. The Menasha Defendants deny, on behalf of themselves and each of the
11 “Released Parties” as defined below, each and all such claims whether asserted or to be asserted by
12 Plaintiffs individually or on behalf of any putative class or represented group. Also, the Menasha
13 Defendants, on behalf of themselves and each of the Released Parties: deny that any Released Party
14 is liable in any way to Plaintiffs or any putative member of any class or any represented group; deny
15 that Plaintiffs or any putative member of any class or any represented group are entitled to any
16 monetary compensation or payment of any kind (or any other form of relief) under California law
17 or any other law; and deny that Plaintiffs or any putative member of any class or any represented
18 group are, were, or could have been harmed by any conduct, acts, or omissions by the Menasha
19 Defendants or any Released Party. The Menasha Defendants also deny that any of the settled claims
20 could ever properly be certified as a class in any contested certification proceeding or could proceed
21 as a representative action. However, the Parties have concluded that further litigation would be
22 uncertain, protracted, and expensive, and therefore desire to settle all the claims being released in
23 order to limit further cost, inconvenience, uncertainty, and distraction. The foregoing denials by the
24 Menasha Defendants are not intended, and do not, abrogate or waive the Menasha Defendants’
25 rights to pursue indemnification or recovery against any of the Released Parties.

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II. DEFINITIONS

As used in this Joint Stipulation of Settlement, the following terms have the meanings specified below. Terms or phrases defined elsewhere in this Joint Stipulation of Settlement are incorporated into this Definitions section by reference:

1. “Action” means, collectively, the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants, including the Enriquez PAGA Action, the Enriquez Class Action, the Aguirre Class/PAGA Action, the Tello PAGA Action, and the Tello Class Action, as defined herein above, which are to be consolidated into one lawsuit in the Tello Class Action.

2. “Class Counsel” refers to James Hawkins APLC, and attorneys James R. Hawkins, Esq., Isandra Fernandez, Esq., Lance Dacre, Esq., and Anthony Draper who are (or were at some time) counsel for and acting on behalf of Plaintiffs Yasmin Aguirre, Ramon Ortiz Partida, and Edelmira Armenta, and the Settlement Class; The Nourmand Law Firm, APC, and all the lawyers of that firm, specifically including but not limited to Michael Nourmand, Esq. and James A. De Sario, Esq., who are (or were at some time) counsel for and acting on behalf of Plaintiff Leonard Enriquez and the Settlement Class; and Lavi & Ebrahimian, LLP, and all the lawyers of that firm, specifically including but not limited to Joseph Lavi, Esq. and Vincent Granberry, Esq., who are (or were at some time) counsel for and acting on behalf of Plaintiff Esiquio Tello and the Settlement Class.

3. “Class Notice” means the notice of this Settlement, substantially in the form of **Exhibit A**, to be sent to Settlement Class Members to notify them of this Settlement and their right to Opt-Out or object.

4. “Defendants” means, collectively, Menasha Packaging Company, LLC, Menasha Corporation and Simplified Labor Staffing Solutions, Inc.

5. “Effective Date” means the date on which the Superior Court’s judgment approving this Joint Stipulation of Settlement becomes “Final.”

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6. “Final” means:

A. the Settlement Agreement has received final approval by the Court and there were no timely objections or intervenor requests filed, or that any timely objections and/or interveners have been withdrawn; or

B. in the event that one or more timely objections or interventions has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector or intervenor to seek appellate review of the Court’s order of final approval, i.e. 65 days from the date the Court signs the order granting final approval, without a timely appeal having been filed; or

C. in the event that a timely appeal of the Court’s order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court’s final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

7. “Judgment” means the judgment to be entered by the Superior Court approving this Joint Stipulation of Settlement without material change, confirming the releases of claims by Participating Class Members, and finally resolving the Action through entry of a judgment binding Plaintiffs, Participating Class Members, PAGA Group Members, any absent allegedly aggrieved employees, California’s Labor and Workforce Development Agency, and the Menasha Defendants.

8. “Individual Settlement Payment” means the amount to be allocated under this Settlement to individual Settlement Class Members as calculated below.

9. “Maximum Settlement Amount” means the maximum amount to be paid under this Settlement, which is One Million, Seven Hundred Thirty-Two Thousand, Five Hundred Dollars and no Cents (\$1,732,500.00), and which includes settlement payments to Participating Class Members, Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, PAGA Settlement Amount, and Settlement Administration Costs to the Settlement Administrator. Menasha will pay the employer's share of payroll taxes, as applicable, in addition to the Maximum Settlement Amount. Menasha is funding the Maximum Settlement Amount as set forth herein for the purpose of facilitating this Settlement Agreement. Menasha reserves all rights with respect to any claims and

1 defenses it may have against Simplified or any other Released Party with respect to Menasha's
2 payment of the Maximum Settlement Amount and the employer's share of payroll taxes. Nothing
3 in this Settlement Agreement shall be deemed a waiver by Menasha of any such rights, claims or
4 defenses against Simplified or any other Released Party.

5 10. "Net Settlement Amount" means the Maximum Settlement Amount less the
6 following amounts: (i) Attorneys' Fees and Costs to Class Counsel; (ii) Enhancement Payments to
7 Enhancement Plaintiffs; (iii) Settlement Administration Costs to the Settlement Administrator; and
8 (iv) PAGA Settlement Amount.

9 11. "Opt-Out(s)" means any Settlement Class Member who submits a request to be
10 excluded from this Settlement, by submitting a Request for Exclusion under the procedures set forth
11 below.

12 12. "PAGA" means the California Private Attorneys General Act of 2004, which is
13 codified in California Labor Code §2698, et seq.

14 13. "PAGA Group Member(s)" means Plaintiffs and all current and former hourly non-
15 exempt California employees of Defendants, including temporary hourly non-exempt workers
16 assigned to the Menasha Defendants in California through temporary staffing agencies, including
17 without limitation Simplified Labor Staffing Solutions, Inc., at any time during the PAGA Period.

18 14. "PAGA Period" means the period from July 31, 2018 through September 15, 2024.
19 It is estimated that there are approximately 78,649.4 pay periods during the PAGA Period.

20 15. "PAGA Settlement Amount" means the portion of the Maximum Settlement Amount
21 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
22 agreed that the PAGA Settlement Amount is Seventy-Five Thousand Dollars (\$75,000), subject to
23 Court approval. Of the PAGA Settlement Amount, 75%, which is Fifty-Six Thousand Two
24 Hundred and Fifty Dollars (\$56,250), will be paid to the LWDA ("LWDA Payment"), and the
25 remaining 25%, which is Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750) will be
26 distributed to PAGA Group Members.

27 16. "Participating Class Member" means any Settlement Class Member who does not
28 submit a timely Request for Exclusion under the procedures set forth below.

1 17. “Parties” means Defendants, Plaintiffs, and the Settlement Class.

2 18. “Plaintiffs” means Plaintiffs Yasmin Aguirre, Ramon Ortiz Partida, Edelmira
3 Armenta, Leonard Enriquez, and Esiquio Tello.

4 19. “Released Parties” means: (A) Menasha Packaging Company, LLC and Menasha
5 Corporation, and their respective past or present partners, owners, parents, subsidiaries, affiliates,
6 employees, officers, directors, attorneys, insurers and representatives (regardless whether such
7 partners, owners, parents, subsidiaries, affiliates, employees, officers, directors, attorneys, insurers
8 and representatives are individuals, corporations, partnerships, limited partnerships, limited liability
9 companies, or other forms of entity); (B) all temporary staffing agencies that provided Settlement
10 Class Members and/or PAGA Group Members to Defendants including, but not limited to,
11 Simplified Labor Staffing Solutions, Inc., and their respective past or present partners, owners,
12 parents, subsidiaries, affiliates, employees, officers, directors, attorneys, insurers and
13 representatives (regardless whether such partners, owners, parents, subsidiaries, affiliates,
14 employees, officers, directors, attorneys, insurers and representatives are individuals, corporations,
15 partnerships, limited partnerships, limited liability companies, or other forms of entity) ; and (C)
16 each and all of the predecessor or successor entities of any of those entities identified in
17 subparagraph (A) or (B).

18 20. “Request for Exclusion” means a Settlement Class Member’s request, in writing, for
19 exclusion from the Settlement.

20 21. “Response Deadline” means the last date for Settlement Class Members to postmark,
21 for return to the Settlement Administrator, Requests for Exclusion, Objection or dispute workweeks.
22 The Response Deadline shall be forty-five (45) days after the Settlement Administrator has
23 postmarked the Class Notice for mailing to Settlement Class Members, subject to adjustment in the
24 case of re-mailings, as specified in Section XV below. The Response Deadline shall be extended
25 Fifteen (15) days from the postmark date of any remailed Class Notice.

26 22. “Settlement” means the settlement reflected in and to be effectuated through this
27 Joint Stipulation of Settlement.

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23. “Settlement Administrator” refers to Simpluris, an independent third party agreed to by the Parties and paid out of the Maximum Settlement Amount, as described below, to perform the notice, settlement administration, and distribution functions further described in this Joint Stipulation of Settlement.

24. “Settlement Class” or “Settlement Class Members” means all current and former hourly non-exempt California employees of Menasha, including temporary hourly non-exempt workers assigned to Menasha in California, including but not limited to those assigned through Simplified Labor Staffing Solutions, Inc. and other temporary staffing agencies, at any time during the Settlement Period (i.e., January 15, 2017 through September 15, 2024), which fall into the two sub-categories:

(a) Rounding Settlement Class Members: Settlement Class Members who were employed by Menasha or worked at Menasha from January 15, 2017 through January 16, 2022 (“Rounding Period”) and were subject to Defendants’ rounding practices, as Menasha contends that rounding ceased on January 16, 2022. It is estimated that there are 51,684.30 workweeks for Rounding Class Members.

(b) Non-Rounding Settlement Class Members: Settlement Class Members who were employed by Menasha or worked at Menasha from January 17, 2022 through September 15, 2024 (“Non-Rounding Period”) and were not subject to Defendants’ rounding practices. It is estimated that there are 52,588.20 workweeks for Non-Rounding Class Members.

25. “Settlement Period” means the time period from January 15, 2017 through the date September 15, 2024. It is estimated that there are 104,272.50 workweeks for Settlement Class Members during the Settlement Period.

26. “Superior Court” means the Los Angeles Superior Court.

III. THE SETTLEMENT CLASS

For purposes of this Joint Stipulation of Settlement only, the Parties agree to seek, under the procedures described below, the Superior Court’s approval of certification of the following “Settlement Class”: any and all current and former hourly non-exempt California employees of Menasha, including temporary hourly non-exempt workers assigned to Menasha in California,

1 including but not limited to those assigned through Simplified Labor Staffing Solutions, Inc. and
2 other temporary staffing agencies, during the Settlement Period. The Settlement Class shall include
3 any heirs, successors, or assigns or purported assigns of the above-described persons.

4 **IV. MAXIMUM SETTLEMENT AMOUNT**

5 The maximum amount to be paid under this Settlement is One Million, Seven Hundred
6 Thirty Two Thousand, Five Hundred Dollars and no Cents (\$1,732,500.00) (i.e., Maximum
7 Settlement Amount). This Settlement is based on 104,272.50 workweeks during the Settlement
8 Period. Should the number of such workweeks as of the end of the Settlement Period exceed such
9 stated number by more than 10% (i.e., there are more than 114,699.75 workweeks), Menasha shall
10 increase the Maximum Settlement Amount by an equal percentage above 10%. For example, if the
11 number of workweeks increased by 11% above 104,272.50 workweeks Menasha agrees to increase
12 the Maximum Settlement Amount by 1%. The Maximum Settlement Amount shall be used to pay
13 all of Class Counsel's Attorneys' Fees and Costs, all Settlement Administration Costs, Enhancement
14 Payments paid to Plaintiffs, all payments to the California Labor Workforce and Development
15 Agency, and all settlement payments to Participating Class Members. No Released Party shall be
16 required to pay anything above or beyond the Maximum Settlement Amount.

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V. ENHANCEMENT PAYMENTS TO PLAINTIFFS FOR A GENERAL RELEASE

1. Plaintiffs Yasmin Aguirre, Ramon Ortiz Partida, Edelmira Armenta, Leonard Enriquez and Esiquio Tello (the “Enhancement Plaintiffs”) will apply to the Superior Court for approval of Enhancement Payments for each Enhancement Plaintiff in the amount of no more than Ten Thousand Dollars and No Cents (\$10,000.00) (“Enhancement Payment(s)”) for a total of Fifty Thousand Dollars and No Cents (\$50,000.00). Defendants will not oppose Class Counsel’s request of Enhancement Payments up to this specific amount for the Enhancement Plaintiffs, and the Settlement Administrator will pay Enhancement Plaintiffs the Enhancement Payments awarded by the Superior Court (from the Maximum Settlement Amount). Enhancement Plaintiffs understand and agree that the Superior Court may in its discretion award a lesser amount as Enhancement Payments, and Enhancement Plaintiffs agree that they will accept whatever amount, if any, the Superior Court may in its discretion award as Enhancement Payments. If Enhancement Plaintiffs receive Enhancement Payments in less than the specified amount, any such reduction shall constitute part of the amount to be distributed pursuant to Section IX as described below.

2. Plaintiffs agree that the Enhancement Payments awarded to Enhancement Plaintiffs is not a wage payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their Enhancement Payments. Enhancement Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Enhancement Payments. Enhancement Plaintiffs agree to indemnify the Released Parties for any tax obligations arising out of payments of their Enhancement Payments. The Enhancement Payment is in addition to the Individual Settlement Payment to be paid to Enhancement Plaintiffs. The Enhancement Payment represents payment for the time incurred and services rendered by Enhancement Plaintiffs on behalf of the Settlement Class in obtaining this Settlement.

VI. ATTORNEYS’ FEES AND COSTS

1. Class Counsel will apply to the Superior Court for approval of reasonable attorneys’ fees incurred for representing Plaintiffs and the Settlement Class in the Action in an amount not to exceed thirty-five percent of the Maximum Settlement Amount, or a total of Six Hundred Six Thousand, Three Hundred Seventy-Five Dollars and no Cents (\$606,375.00) (“Attorneys’ Fees”).

1 Class Counsel will also apply to the Superior Court for an award of actual costs in an amount of not
2 more than Fifty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$57,500.00) (together,
3 “Attorneys’ Fees and Costs”). Defendants will not oppose Class Counsel’s request for an award of
4 Attorneys’ Fees and Costs up to the specified amounts, and the Settlement Administrator will pay
5 Class Counsel (from the Maximum Settlement Amount) the fees and costs awarded by the Superior
6 Court up to the specified amounts.

7 2. Class Counsel and Plaintiffs understand and agree that the Superior Court may in its
8 discretion award lesser amounts in Attorneys’ Fees and Costs than requested by Class Counsel. If
9 Class Counsel receive Attorneys’ Fees or Costs less than the specified amounts, any such reduction
10 shall not revert to Defendants but shall instead constitute part of the amount to be distributed
11 pursuant to Section IX below.

12 3. The amounts so awarded shall be for and in complete satisfaction of all attorneys’
13 fees and costs incurred to date by Plaintiffs and/or Class Counsel on behalf of Plaintiffs and the
14 Settlement Class, and of all such future fees and costs including, but not limited to, fees and costs
15 incurred in documenting this Settlement, securing Superior Court approval of this Settlement,
16 monitoring this Settlement, reviewing and participating in the settlement administration process,
17 and obtaining the final Judgment.

18 4. The Settlement Administrator will give Class Counsel an IRS Form 1099 for the
19 Attorneys’ Fees and Costs awarded. Class Counsel understand and agree that they shall be solely
20 responsible for any and all taxes and/or penalties arising from payment of the costs and attorneys’
21 fees provided herein. Not later than the Effective Date, Class Counsel shall provide a fully and
22 properly executed IRS Form W-9 for purposes of the payments which the Settlement Administrator
23 will electronically wire to Class Counsel.

24 **VII. SETTLEMENT ADMINISTRATION AND EXPENSES**

25 1. The Parties have agreed to use Simpluris to administer the settlement and have
26 allocated twenty nine thousand five hundred Dollars (\$29,500) to reimbursement of costs for
27 administration which will be paid from the Maximum Settlement Amount (“Settlement
28 Administration Costs”). If the allocated Settlement Administration Costs exceed the actual costs

sought by the Settlement Administrator, the excess will remain part of the Net Settlement Amount. The Settlement Administrator shall send the Class Notice to Settlement Class Members and prepare and issue the checks to Participating Class Members for their Individual Settlement Payments and to PAGA Employees for their Individual PAGA Payment, to Class Counsel for Attorneys' Fees and Costs, to Plaintiffs for their Enhancement Payments, and to the California Labor Workforce Development Agency ("LWDA") (all as specified above or below). The Settlement Administrator shall establish a Qualified Settlement Fund, pursuant to Treasury Regulations section 1.468B for purposes of distributing these amounts. The Settlement Administrator shall file all required tax returns for the Qualified Settlement Fund, and shall calculate, and then remit to appropriate taxing and other governmental authorities, all amounts to be deducted or paid on account of the Individual Settlement Payments. The Settlement Administrator shall provide appropriate indemnities against mistakes or inaccuracies in such tasks and against any misuse or breach of confidentiality for Settlement Class Members' social security numbers, telephone numbers, addresses, or other private information. The Settlement Administrator shall perform all other tasks necessary to administer the Settlement. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Superior Court for a final and binding determination, not subject to further review or appeal of any kind.

VIII. PAYMENTS TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

1. Menasha agrees to pay a certain sum to the California Labor and Workforce Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%), or Fifty-Six Thousand Two Hundred Fifty Dollars and No Cents (\$56,250.00), of the PAGA Settlement Amount will be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00), of the PAGA Settlement Amount shall be distributed to PAGA Group Members. The Parties agree that if the Court orders a PAGA allocation higher than the foregoing, such determination shall not increase the amount of the Maximum Settlement Amount, and the amounts that constitute the Maximum Settlement Amount shall be reallocated as necessary.

2. The Settlement Administrator will be responsible for making the payment set forth in VIII(1) above to the LWDA, in accordance with California Labor Code section 2699(i), in the amount of Fifty-Six Thousand Two Hundred Fifty Dollars and No Cents (\$56,250.00). The Settlement Administrator will advise Class Counsel when this payment is made.

IX. PAYMENTS TO PARTICIPATING CLASS MEMBERS

1. After the Enhancement Payments, Attorneys' Fees and Costs, Settlement Administration Costs, and PAGA Settlement Amount (as specified above) have been satisfied from the Maximum Settlement Amount, the remainder (i.e., Net Settlement Amount) shall be available to pay Settlement Class Members who did not Opt Out (i.e., Participating Class Members) for their share of the Net Settlement Amount (i.e., their Individual Settlement Payments), as follows:

(a) Payment to Rounding Settlement Class Members: the Individual Settlement Payment for each Rounding Settlement Class Member who does not Opt Out and is deemed a Participating Class Member shall be calculated as follows:

(i) the number of Workweeks each participating Rounding Settlement Class Member worked as an hourly non-exempt employee for Defendants in California during the Rounding Period; divided by (ii) the aggregate number of Workweeks for all participating Rounding Settlement Class Members during the Rounding Period; and then multiplied by (iii) the 80% of the Net Settlement Amount. The Workweeks worked shall be calculated using Defendants' payroll and timekeeping records; and

(b) Payment to Non- Rounding Settlement Class Members: the Individual Settlement Payment for each Non-Rounding Settlement Class Member who does not Opt Out and is deemed a Participating Class Member shall be calculated as follows: (i) the number of Workweeks each participating Non-Rounding Settlement Class Member worked as an hourly non-exempt employee for Defendants in California during the Non-Rounding Period; divided by (ii) the aggregate number of Workweeks for all participating Non-Rounding Settlement Class Members during the Non-Rounding Period; and

then multiplied by (iii) the 20% of the Net Settlement Amount. The Workweeks worked shall be calculated using Defendants' payroll and timekeeping records.

2. The PAGA Settlement Amount will be distributed (as described above) 75% to the LWDA (i.e., LWDA Payment) and the remaining 25% shall be distributed to PAGA Group Members. Because PAGA Group Members cannot opt out of the PAGA claims, each PAGA Group Member, whether or not a Participating Class Member, shall also receive his or her share of the PAGA Settlement Amount ("Individual PAGA Payment") calculated as follows: (a) the number of Workweeks each PAGA Group Member worked as an hourly non-exempt employee for Defendants in California during the PAGA Period; divided by (b) the aggregate number of Workweeks worked by all PAGA Group Members during the PAGA Period; and then multiplied by (c) the PAGA Group Member's share of the PAGA Settlement Amount.

3. The Parties agree that 20% of each Individual Settlement Payment shall be allocated to settlement of wage claims and 80% shall be allocated to the settlement of non-wage portions (i.e. interest and penalties). Each Individual PAGA Payment shall be treated as one hundred percent (100%) penalties.

4. The Settlement Administrator shall pay to each Participating Class Member his or her share of the Individual Settlement Payment, in the manner and on the schedule set forth below.

5. The wage portion of the Individual Settlement Payments are subject to tax withholding and shall be reported on an IRS W-2 Form. With respect to the non-wage portion of the Individual Settlement Payment and/or Individual PAGA Payment, the Settlement Administrator shall issue to each Participating Class Member and PAGA Group Members an IRS Form 1099.

6. Defendants, Defense counsel, Plaintiffs, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Settlement Class Members are not relying on any statement, representation, or calculation by Defendants, Defense counsel, Plaintiffs, Class Counsel, or the Settlement Administrator in this regard. Plaintiffs and Settlement Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein,

1 except that for any portion of the Class Members' Individual Settlement Payments that are
2 designated as "wages" for purposes of tax reporting, the employer's taxes, employer contributions
3 of all federal, state, and local taxes (including, but not limited to, FICA, FUTA, and SDI), will be
4 paid in addition to the Maximum Settlement Amount, via and with the Settlement Administrator's
5 assistance. Each of the Participating Class Members and PAGA Employees agree to indemnify the
6 Released Parties for any tax obligations arising out of payments to him or her of any portion of an
7 Individual Settlement Payment or Individual PAGA Payment.

8 7. Settlement Class Members shall not, on account of receiving any Individual
9 Settlement Payment or Individual PAGA Payment, be entitled to any other or additional
10 compensation, benefits, contributions, or matching employer funding of any kind under any
11 agreement or plan governing benefits or compensation (such as but not limited to any agreements
12 or plans for incentives, stock options, retirement, or deferred compensation) regardless of any
13 contrary language or provisions in any such agreement or plan. The Individual Settlement Payment
14 and/or Individual PAGA Payment shall be the sole compensation and benefit to the Participating
15 Class Members and PAGA Employees under this Settlement Agreement.

16 **X. TIMING OF PAYMENT OBLIGATIONS**

17 1. Menasha shall electronically wire to Simpluris the Maximum Settlement Amount
18 and employer's share of payroll taxes within thirty (30) days after the Court grants Final Approval
19 of the Settlement.

20 2. The Settlement Administrator shall distribute Individual Settlement Payments to
21 Participating Class Members, Individual PAGA Payments to PAGA Group Members, the Court-
22 approved Attorneys' Fees and Costs to Class Counsel, the Court-approved Enhancement Payments
23 to Plaintiffs, the LWDA Payment to the LWDA, and the Court-approved Settlement Administration
24 Costs to itself within ten (10) business days of receipt of the Maximum Settlement Amount.

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1 3. Participating Class Members and PAGA Group Members will have one hundred
2 eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their
3 check. For any check not cashed after 180 calendar days, the Settlement Administrator shall cancel
4 the check and remit the funds to the California State Controller's Office, Unclaimed Property
5 Division in the name of the Participating Class Member and/or PAGA Group Member who failed
6 to cash their check. The Settlement Administrator shall inform the Parties regarding the status of
7 any uncashed checks at the conclusion of the 180-calendar day check cashing period, including the
8 amount at issue.

9 4. The Settlement Administrator shall place the funds in an interest-bearing account,
10 and any interest earned shall be paid to the Individual Settlement Payments for Participating Class
11 Members and/or PAGA Group Members.

12 **XI. NO OTHER PAYMENTS**

13 Except for the payments and obligations provided above, all of which shall be satisfied from
14 the Maximum Settlement Amount, no Released Party shall have any obligation to make any
15 payment to any Plaintiffs, to the Settlement Class, or to any other person or entity, aside from the
16 Menasha Defendants, as a result of the Action or this Joint Stipulation of Settlement. This provision
17 is not intended to, and does not, abrogate or waive the Menasha Defendants' rights to pursue
18 indemnification or recovery against any of the Released Parties in connection with the Menasha
19 Defendants' payment of the Maximum Settlement Amount.. Except as set forth above, the Parties
20 shall bear all their own costs and attorneys' fees in connection with this Joint Stipulation of
21 Settlement and the Action.

22 **XII. RELEASES AND DISMISSALS BY SETTLEMENT CLASS MEMBERS AND**
23 **PAGA GROUP MEMBERS**

24 1. Within seven (7) days of the filing of the motion for preliminary approval of this
25 Joint Stipulation of Settlement in this Action, the *Aguirre* Plaintiffs will file a Notice of Settlement
26 in the Aguirre Class/PAGA Action.

27 2. As of the Effective Date and full funding of the Maximum Settlement Amount and
28 employer's share of payroll taxes by Menasha to the Settlement Administrator, all Participating

1 Class Members, on behalf of themselves and their respective former and present representatives,
2 agents, attorneys, heirs, administrators, successors and assigns, shall fully, finally, and forever
3 release and discharge each and every one of the Released Parties from any and all claims alleged in
4 the operative Complaint in the Action, or that could have been alleged in the operative Complaint
5 or ascertained in the Action based on the factual allegations pled in the operative Complaint in the
6 Action, including claims for: failure to pay for all hours worked at the minimum wage and/or
7 applicable overtime rates of pay; failure to provide legally complaint meal periods and/or pay meal
8 period premium wages; failure to provide legally complaint rest periods and/or pay rest period
9 premium wages; failure to indemnify for employment-related expenditures; failure to timely pay
10 earned wages during employment; failed to provide adequate physical conditions and/or facilities,
11 including but not limited to adequate seating, restrooms and temperatures; failure to furnish accurate
12 wage statements; failure to timely pay all earned and unpaid wages due upon separation of
13 employment; and unfair competition claims under California Business & Professions Code §17200,
14 et seq. based on the facts, omissions and Labor Code violations alleged in any operative complaints
15 to have occurred during the Settlement Period (“Released Class Claims”). The Released Class
16 Claims include all causes of action and claims for relief, premised on: violations of Labor Code
17 sections 201, 202, 203, 204, 218, 218.5, 218.6, 226(a), 226, 226(h), 226.3, 226.7, 256, 510, 512,
18 512(a), 558, 558.1, 1174(d), 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199(c), 2260, 2350,
19 2698, et seq., 2699(a) -(g), 2699.3, 2800, 2802, 6400, 6402 and 6404; Wage Orders 4 and/or 9; 8
20 Code of Regulations section 3364; and Civil Code 3287. Participating Class Members do not release
21 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers’ compensation, or claims based on
23 facts occurring outside the Settlement Period.

24 3. As of the Effective Date and full funding of the Maximum Settlement Amount by
25 Menasha to the Settlement Administrator, each PAGA Group Member, on behalf of themselves and
26 their respective former and present representatives, agents, attorneys, heirs, administrators,
27 successors, and assigns, and the State of California and its LWDA, shall fully, finally, and forever
28 release and discharge any and all claims for civil penalties under PAGA based on the causes of

1 action and Labor Code violations alleged in the operative Complaint in the Action and Plaintiffs’
 2 notices sent to the LWDA, including attorneys’ fees and costs related thereto, regardless of whether
 3 PAGA Group Members opt out from the Settlement Agreement (collectively, the “Released PAGA
 4 Claims”). The Released PAGA Claims include all causes of action and claims for civil penalties
 5 alleged in the operative Complaint in the Action, or that could have been alleged in the operative
 6 Complaint or ascertained in the Action based on the factual allegations pled in the operative
 7 Complaint in the Action, including claims for violations of Labor Code sections 201, 202, 203, 204,
 8 218, 218.5, 218.6, 226(a), 226, 226(h), 226.3, 226.7, 256, 510, 512, 512(a), 558, 558.1, 1174(d),
 9 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199(c), 2260, 2350, 2698, et seq., 2699(a) -(g),
 10 2699.3, 2800, 2802, 6400, 6402 and 6404; Wage Orders 4 and/or 9; 8 Code of Regulations section
 11 3364; and Civil Code 3287.

12 4. In light of the binding nature of a PAGA judgment on non-party employees pursuant
 13 to *Arias v. Sup. Ct. (Angelo Dairy)*, 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice,*
 14 Inc., 796 F.Supp.2d 1246 (2011), individuals otherwise meeting the definition of a PAGA Member
 15 who are eligible to receive a PAGA Payment Share shall be deemed to have released his or her
 16 Released PAGA Claims on behalf of themselves and their respective former and present
 17 representatives, agents, attorneys, heirs, administrators, successors and assigns, regardless of
 18 whether the check is cashed or not.

19 5. The Parties intend that the Released Parties can assert this Settlement Agreement and
 20 the Final Order of Approval and Judgment as a defense to any pending or future claims for penalties
 21 brought by the LWDA or any claims brought under PAGA on behalf of the LWDA for any act or
 22 omission alleged to have occurred before the date of entry of Judgment. The Parties intend this
 23 PAGA settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect,
 24 estoppel effect and to otherwise bar a representative action if LWDA or any alleged aggrieved
 25 employee were to bring a subsequent claim on behalf of the LWDA based on the same factual
 26 predicates as any of the Actions for any act or omission alleged to have occurred before the date of
 27 entry of Judgment.

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1 5. Within three (3) days of the entry of the Final Order of Approval and Judgment in
2 this Action, the *Aguirre* Plaintiffs will dismiss the entire Aguirre Class/PAGA Action and all
3 defendants therein with prejudice by submitting a Request for Dismissal in compliance with
4 California Rules of Court Rule 3.770. Should the San Bernardino Superior Court not approve
5 dismissal with prejudice of the Aguirre Class/PAGA Action, the Aguirre Plaintiffs will submit a
6 Request for Dismissal in compliance with California Rules of Court Rule 3.770 and seek dismissal
7 of the Aguirre Class/PAGA Action without prejudice.

8 6. The Parties stipulate that Simplified Labor Staffing Solutions, Inc. will be dismissed
9 with prejudice from this Action after the Judgment is final.

10 7. The Enriquez Class Action has already been dismissed without prejudice.

11 **XIII. PLAINTIFFS' FURTHER RELEASE**

12 In partial consideration for the Enhancement Payment and other benefits under this Joint
13 Stipulation of Settlement, Plaintiffs, on behalf of their respective former and current spouses,
14 children, representatives, agents, attorneys, heirs, beneficiaries, trustees, administrators, successors,
15 and assigns generally, shall fully, finally, and forever release and discharge each and every one of
16 the Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature
17 and description whatsoever, whether known or unknown, whether sounding in tort, in contract, in
18 law, in equity or otherwise, and including but not limited to all claims for violation of any local,
19 state, or federal statute, rule, or regulation, which Plaintiffs , now have, own, or hold, or claims to
20 have, own, or hold, or which they ever had, owned or held, whether known or unknown, suspected
21 or unsuspected, at any time prior to the date they each execute this Joint Stipulation of Settlement
22 (collectively "Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited
23 to, any claims under Title VII of the Civil Rights Act of 1964, any claims for fraud, promises without
24 the intent to perform, intentional or negligent misrepresentation, breach of contract, breach of the
25 implied covenant of good faith and fair dealing, wrongful termination in violation of public policy,
26 retaliatory discharge, violations of the California Labor Code, violations of the Fair Labor Standards
27 Act, accounting, intentional or negligent infliction of emotional distress, violations of California
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1 Business and Professions Code section 17200 *et seq.*, or violations of the California Fair
2 Employment and Housing Act.

3 With respect to Plaintiffs' Released Claims, Plaintiffs stipulate and agree that, upon the
4 Effective Date, they each shall be deemed to have expressly waived and relinquished to the fullest
5 extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil
6 Code or any other similar provision under federal, state, or local law. Section 1542 provides:

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
8 **THAT THE CREDITOR OR RELEASING PARTY DOES**
9 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
10 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
11 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
12 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
13 **WITH THE DEBTOR OR RELEASED PARTY.**

14 Plaintiffs may hereafter discover facts in addition to or different from those which they now
15 know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, but
16 Plaintiffs, upon the Effective Date, shall each be deemed to have fully, finally, and forever settled
17 and released any and all of Plaintiffs' Released Claims, known or unknown, suspected or
18 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
19 or heretofore have existed, upon any theory of law or equity now existing or coming into existence
20 in the future, including, without limitation, conduct which is negligent, intentional, with or without
21 malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence
22 of such different or additional facts.

23 Plaintiffs each represent, covenant, and warrant that they are each the respective owner of
24 all of Plaintiffs' Released Claims, and that they each have not directly or indirectly assigned,
25 transferred, or encumbered, or purported to assign, transfer or encumber to any person or entity,
26 whether by operation of law or otherwise, any portion of Plaintiffs' Released Claims.

27 Plaintiffs shall not be permitted to seek any further payment or any personal relief of any
28 kind, including any payment for damages, wages, fees, costs, penalties, or interest, other than the
consideration they are each receiving under this Joint Stipulation of Settlement, on account of
Plaintiffs' Released Claims. Exempted from this release shall be the amount Plaintiffs are each paid

1 as an Enhancement Payment, Individual Settlement Payment, or Individual PAGA Payment, and
2 any claims that are currently subject to any workers' compensation claim; except, however, these
3 releases shall include and extend to claims under California Labor Code section 132a.

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5 **XIV. PROCEDURE FOR OBTAINING PRELIMINARY APPROVAL OF JOINT**
6 **STIPULATION OF SETTLEMENT**

7 The Parties agree to work cooperatively in order to obtain preliminary and final approval of
8 the Settlement. The Parties shall cooperate in limiting the Superior Court proceedings to those
9 necessary for such preliminary and final approval. The Parties agree to take all steps reasonably
10 necessary to secure both preliminary and final approval of the Settlement.

11 **XV. PROCEDURES FOR NOTICE, SUBMITTING REQUESTS FOR EXCLUSION,**
12 **OBJECTIONS, AND FINAL SETTLEMENT APPROVAL**

13 1. **Class Notices and Requests for Exclusion**

14 a. Within sixty (60) calendar days after entry of the Preliminary Approval
15 Order, the Menasha Defendants shall provide the Settlement Administrator the name, last known
16 address, and Social Security number of each Settlement Class Member and PAGA Group Member,
17 along with their dates of employment and/or temporary work assignment, and any other information
18 needed to calculate Individual Settlement Payments and Individual PAGA Payments ("Class Data").
19 Menasha will also request this information for any Settlement Class Members and PAGA Group
20 Members for whom it does not have this information and provide it to the Settlement Administrator
21 upon receipt within the sixty (60) calendar day timeframe after entry of the Preliminary Approval
22 Order. The Settlement Administrator will keep this information confidential and use it only for the
23 purposes described herein.

24 b. Within fifteen (15) calendar days of receipt of all Class Data from the
25 Menasha Defendants, the Settlement Administrator shall mail the Class Notice to all Settlement
26 Class Members via first-class U.S. mail. Prior to mailing the Class Notice, the Settlement
27 Administrator shall run a check of the addresses in the Class Data against the United States Postal
28 Service National Change of Address Database ("NCOA") to update for any reported address

1 changes. If any Class Notice is returned as undeliverable without a forwarding address, the
2 Settlement Administrator shall take appropriate steps to identify a current proper address for that
3 Settlement Class Member, including conducting a “standard search,” also known as a “skip trace”
4 or “credit header” search. The Settlement Administrator shall then re-mail the Class Notice to the
5 updated address. If a Class Notice is returned to the Settlement Administrator as undeliverable with
6 a forwarding address, the Settlement Administrator will promptly forward the Class Notice to the
7 address. The Response Deadline shall be extended Fifteen (15) days from the postmark date of any
8 remailed Class Notice.

9 c. The Class Notice shall provide that any Settlement Class Member may
10 dispute the number of workweeks credited to them in their Class Notice. If any Settlement Class
11 Member disputes their workweek information used to calculate the Individual Settlement Payment
12 or Individual PAGA Payment, the Settlement Class Member and/or PAGA Group Member may
13 state the basis of his or her disagreement and submit documentation supporting the Settlement Class
14 Member’s and/or PAGA Group Member’s position, by not later than the Response Deadline. The
15 Settlement Administrator shall notify Class Counsel and the Menasha Defendants’ counsel of any
16 dispute so raised. The Settlement Administrator will review Defendants’ records and consult
17 Defendants’ counsel and Class Counsel in order to determine if there is a discrepancy. The
18 Settlement Administrator will decide the dispute using Defendants’ records and the decision of the
19 Settlement Administrator shall be final.

20 d. Along with the Class Notice, each Settlement Class Member shall also
21 receive instructions on what needs to be stated in the Request for Exclusion if the Settlement Class
22 Member wants to be excluded from this Settlement. If a Settlement Class Member wishes to Opt-
23 Out from this Settlement, and from the release of claims pursuant to this Settlement, he or she shall
24 submit an “Opt-Out Letter” or “Request for Exclusion” directly to the Settlement Administrator that
25 must be mailed or faxed and postmarked or fax-stamped on or before the Response Deadline, or
26 within fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a corrected
27 address for that Settlement Class Member, whichever is later. The written Request for Exclusion
28 shall: (1) make the following statement or a similar statement: “I wish to exclude myself from the

1 settlement reached in the matter of *Tello, et al. v. Menasha Packaging Company, LLC, et al.* I
2 understand that, by excluding myself, I will not receive any money (other than the PAGA Settlement
3 Amount) from the settlement reached in this matter”; (2) contain the name, address, and the last four
4 digits of the Social Security number of the person requesting exclusion; (3) be signed by the
5 Settlement Class Member; and (4) be postmarked or fax stamped by the Response Deadline and
6 returned to the Settlement Administrator at the specified address or fax telephone number stated in
7 the Class Notice. However, the Request for Exclusion will be valid unless it is not timely submitted,
8 is not signed by the Settlement Class Member, or does not contain the name and address of the
9 Settlement Class Member. The date of the postmark on the return mailing envelope or fax stamp on
10 the Request for Exclusion shall be the exclusive means used to determine whether the Request for
11 Exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from
12 the Settlement Class will not be entitled to any recovery under the Settlement, will not be bound by
13 the terms of the Settlement, and will not have any right to object, appeal, or comment thereon, except
14 he or she shall receive his or her PAGA share of the settlement if he or she is a PAGA Group
15 Member (since he or she cannot opt out of the PAGA settlement). Settlement Class Members who
16 fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline
17 shall be bound by all the terms of the Settlement and any Judgment.

18 e. The Settlement Administrator shall maintain a list of persons who have
19 excluded themselves and shall include the names of the Settlement Class Members who Opt-Out in
20 his/her declaration in support of final approval. The Settlement Administrator shall retain the
21 originals of all Requests for Exclusion letters (including the envelopes with the postmarks) received,
22 and shall make copies or the originals available to Defendant’s counsel or Class Counsel upon
23 request.

24 b. The Class Notice shall provide that any Participating Class Member who
25 wishes to object to this Joint Stipulation of Settlement must mail to the Settlement Administrator by
26 first class mail a written statement objecting to this Joint Stipulation of Settlement setting forth the
27 legal and factual grounds for any objections (“Objection”), or if no written objection is submitted,
28 the Participating Class Member may still appear at the final settlement hearing to object. Such

1 written objections should be mailed and postmarked or fax-stamped on or before the Response
2 Deadline, or within fifteen (15) calendar days after the postmark of a Class Notice re-mailed to a
3 corrected address for that Settlement Class Member, whichever is later. The written Objection shall:
4 (1) contain the name, address, and the last four digits of the Social Security number of the person
5 objecting; (2) be signed by the Participating Class Member; (3) state the grounds on which the
6 Participating Class Member is objecting as well as any documents or evidence supporting his or her
7 objection(s); and (4) be postmarked or fax stamped by the Response Deadline and returned to the
8 Settlement Administrator at the specified address or fax telephone number stated in the Class Notice.
9 Upon receipt of any Objections, the Settlement Administrator will forward copies of said Objections
10 to Class Counsel and Defense counsel. To the extent that the Participating Class Member is
11 represented by counsel, his/her attorney shall file with the Superior Court a notice of appearance
12 providing the attorney's contact information.

13 2. **Procedure for Obtaining Final Superior Court Approval of Settlement;**
14 **Objections**

15 a. Approximately thirty (30) calendar days after the Response Deadline or as
16 determined by the Superior Court, the Superior Court shall conduct a final settlement hearing to
17 determine whether to finally approve this Joint Stipulation of Settlement and to determine Class
18 Counsel's request for Attorneys' Fees and Costs, Enhancement Payment to Plaintiffs, and the cost
19 for administering the Settlement to the Settlement Administrator. Within ten (10) calendar days after
20 the Response Deadline, the Settlement Administrator shall provide a declaration regarding the
21 administration of the Settlement, the number of all Requests for Exclusion and Opt-Outs, and of any
22 written objections described above. Class Counsel shall prepare a memorandum of points and
23 authorities in support of this Settlement and request for Attorneys' Fees and Costs, Enhancement
24 Payment, and administration costs, and shall file them with the Superior Court, for purposes of the
25 final settlement hearing.

26 b. Upon approval of the Settlement by the Court, the Parties will present for the
27 Court's approval and entry a Proposed Final Order and Judgment. The Proposed Final Order and
28 Judgment shall bar Plaintiffs and all Participating Class Members from asserting or pursuing any of

1 the Released Class Claims and shall bar Plaintiffs, all members of the PAGA Group, and the State
2 of California and its LWDA from filing or continuing to prosecute any civil action asserting any of
3 the Released PAGA Claims against the Released Parties. The Judgment also shall bar any other
4 person or allegedly aggrieved employee acting on behalf of the State of California and its LWDA
5 from seeking or recovering any civil penalty provided by the Labor Code, including without
6 limitation any civil penalty provided by Labor Code section 2699(a) or (f), from Defendants or any
7 of the Released Parties based on any act or omission alleged in the Action or that could have been
8 alleged in the operative Complaint in the Action based on any violation of the Labor Code occurring
9 through the date of entry of the final Judgment.

10 c. Within 10 calendar days of entry of the Final Order, Plaintiffs' Counsel will
11 submit a copy thereof to the LWDA as required by Labor Code § 2699(1)(3).

12 d. After entry of the Judgment, the Superior Court shall have continuing
13 jurisdiction over the Action solely for purposes of addressing: (i) settlement administration matters;
14 and (ii) such post-Judgment matters as may be appropriate.

15 e. Provided the Judgment is consistent with the terms and conditions of this
16 Joint Stipulation of Settlement, the Parties, their respective counsel, and all Participating Class
17 Members who did not object to the Settlement as provided in this Joint Stipulation of Settlement,
18 waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate
19 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs,
20 and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions,
21 writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
22 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
23 becomes Final.

24 **XVI. TERMINATION OF SETTLEMENT**

25 In the event: (i) the Superior Court does not enter the Preliminary Approval Order without
26 material change; (ii) the Superior Court does not finally approve this Joint Stipulation of Settlement
27 without material change; (iii) the Superior Court does not enter the Judgment without material
28 change; (iv) the Judgment is materially modified or reversed upon review by a higher court; or (v)

1 this Settlement does not become final for any other reason (except as provided below), Plaintiffs or
2 Menasha may, in any of their sole and absolute discretion, terminate this Joint Stipulation of
3 Settlement by written notice. Any such termination will be effective upon delivery of the written
4 notice to the other Parties. In the case of such a termination, this Joint Stipulation of Settlement
5 shall be null and void as if it had never been executed, the Parties shall be returned to their respective
6 statuses as of the date and time immediately prior to the execution of this Joint Stipulation of
7 Settlement, and Plaintiffs and Defendants shall proceed with the Action in all respects as if this Joint
8 Stipulation of Settlement had not been executed. In proceeding with the Action, the period from ,
9 May 22, 2023 until this Joint Stipulation of Settlement is terminated as provided herein, shall not be
10 included in calculating the Five (5) Year Rule, including but not limited to Code of Civil Procedure
11 sections 583.310, 583.340, and 583.360. Prior to any Party exercising an option to terminate the
12 Settlement, the Parties agree to meet and confer in good faith in an effort to resolve the issue(s) and
13 proceed in a manner most likely to result in approval of the Settlement. As provided above, the
14 Superior Court's failure to award the amount of costs, attorneys' fees, or each Enhancement
15 Payment for Plaintiffs sought by Class Counsel or by Plaintiffs shall not be a material change or
16 entitle Plaintiffs or Class Counsel to terminate this Settlement.

17 **XVII. MISCELLANEOUS**

18 1. The descriptive headings of any paragraphs or sections of this Joint Stipulation of
19 Settlement are inserted for convenience of reference only and do not constitute a part of this Joint
20 Stipulation of Settlement.

21 2. The Parties agree to hold in abeyance all proceedings in the Action, except such
22 proceedings necessary to implement and complete this Settlement, pending final approval of this
23 Joint Stipulation of Settlement. In the event an appeal is filed from the Judgment, or any other
24 appellate review is sought prior to the Effective Date, administration of this Joint Stipulation of
25 Settlement shall be stayed pending final resolution of the appeal or other appellate review.

26 3. No waiver of any term or provision of this Joint Stipulation of Settlement shall be
27 binding unless in writing and signed by the Party waiving such term or provision. This Joint
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1 Stipulation of Settlement may be amended or modified only by a written instrument signed by
2 counsel for all Parties or their successors-in-interest.

3 4. This Joint Stipulation of Settlement constitutes the entire agreement among the
4 Parties with respect to the subject matter hereof, and fully supersedes all prior agreements and
5 understandings between the Parties with respect thereto. No oral representations, warranties, or
6 inducements have been made to any Party concerning this Joint Stipulation of Settlement other than
7 the representations, warranties, and covenants contained and memorialized in such documents.

8 5. In addition to the Parties, this Joint Stipulation of Settlement shall be binding upon,
9 and shall inure to the benefit of, the Parties' respective heirs, representatives, executors,
10 administrators, successors, and assigns.

11 6. This Joint Stipulation of Settlement is made and entered into in the State of California
12 and shall in all respects be interpreted, enforced, and governed under the laws of said state as applied
13 to transactions or events with contacts exclusively within California, and without applying
14 California's conflict of laws rules. The Parties agree that this Joint Stipulation may be enforced
15 under Civil Code section 664.6 and that any action arising out of or to enforce this Joint Stipulation
16 of Settlement shall be brought exclusively within Los Angeles County, California.

17 7. Counsel for all Parties warrant and represent that they are expressly authorized by
18 the Parties whom they represent to enter into this Joint Stipulation of Settlement, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this Joint Stipulation
20 of Settlement to effectuate its terms, and to execute any other documents required to effectuate the
21 terms of this Joint Stipulation of Settlement. The Parties and their counsel will cooperate with each
22 other and use their best efforts to effect the implementation of this Joint Stipulation of Settlement.

23 8. The Parties agree that neither they nor their counsel will solicit or otherwise directly
24 or indirectly encourage Settlement Class Members to request exclusion from the Settlement Class,
25 to object to this Joint Stipulation of Settlement, or to appeal from the Judgment.

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1 9. The Parties have cooperated in the drafting and preparation of this Joint Stipulation
2 of Settlement. This Joint Stipulation of Settlement shall not be construed against any Party on the
3 basis that such Party was the drafter.

4 10. Plaintiffs and their respective counsel will not publicize or promote the fact, terms,
5 or amount of this Joint Stipulation of Settlement or the claims being settled through press release,
6 press conference, or postings on social media or websites until after final approval is granted. If
7 asked for comment by the media or third parties, Plaintiffs shall respond only with “no comment”
8 or statements agreed to by Defendants. Class Counsel may refer to the settlement in adequacy of
9 counsel declarations, and following Preliminary Approval, may state on their websites that they
10 settled a wage and hour class action in the Superior Court and generally describe the claims at issue,
11 provided that they describe Defendants only as a “Defendant Employer.” Further, the Parties
12 understand and agree that Class Counsel may disclose this Joint Stipulation of Settlement if ordered
13 to do so by the Court, *e.g.*, post any settlement documents/orders on their respective websites and/or
14 provide information to Settlement Class Members about this Joint Stipulation of Settlement. This
15 Joint Stipulation of Settlement may also be used for purposes of resolving related or overlapping
16 lawsuits or claims by showing the scope of releases and the *res judicata* and/or collateral estoppel
17 bar(s).

18 11. To the fullest extent permitted by law, Plaintiffs agree to not disparage or publish or
19 disseminate information, whether oral or written, that is derogatory in any manner or which may be
20 harmful to any Released Party or their business or personal reputation, whether such information
21 was acquired before, during or after Plaintiffs’ respective employment and/or temporary work
22 assignments with Defendants.

23 12. This Joint Stipulation of Settlement may be executed in counterparts, and when each
24 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
25 original, and, when taken together with other signed counterparts, shall constitute one Joint
26 Stipulation of Settlement, which shall be binding upon and effective as to all Parties. This Joint
27 Stipulation of Settlement may be signed through electronically exchanged documents (such as
28 PDFs) which shall be treated as original paper copy signatures.

1 13. The Parties believe that this is a fair, reasonable, and adequate Settlement and have
2 arrived at this Settlement through arms-length negotiations, taking into account all relevant factors,
3 present and potential.

4 14. Should any part, term or provision of this Joint Stipulation of Settlement, with the
5 exception of Sections IV (Maximum Settlement Amount), IX (Payments to Participating Class
6 Members), XII (Releases and Dismissals by Settlement Class Members and PAGA Group
7 Members), XIII (Plaintiff's Further Releases), XVI (Termination), XVII (Miscellaneous), be
8 declared or determined by any court or other tribunal of appropriate jurisdiction to be invalid or
9 unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken
10 and severed from this Joint Stipulation of Settlement and any and all of the other terms of the
11 Joint Stipulation of Settlement shall remain in full force and effect to the fullest extent permitted
12 by law. The Sections specified above in this paragraph are of the essence of this Joint
13 Stipulation of Settlement, and, should any term or provision of those Sections be deemed invalid or
14 unenforceable, the court making such determination shall have the power to limit the term or
15 provision, to delete or rewrite specific words or phrases in those terms or provisions, or to
16 replace any invalid or unenforceable term or provision to make the term or provision valid and
17 enforceable; provided that any such modification must come as close as possible to expressing the
18 intention of the invalid or unenforceable term or provision and provided further that such
19 changes may not eliminate or amend any Parties' termination rights under Sections XVI or

20 XVII. 15. Nothing in this Joint Stipulation of Settlement shall restrict: (i) any right to file,
21 testify, or otherwise cooperate in the investigation of an administrative charge or complaint with the
22 Equal Employment Opportunity Commission, the National Labor Relations Board or other federal,
23 state, or local administrative or law enforcement agency, although Plaintiffs are waiving any right
24 to monetary recovery related to such a charge or complaint; (ii) any right to report allegedly unlawful
25 conduct pursuant to the "whistleblower" provisions of federal or state law or regulation, including
26 the right to receive awards pursuant to Section 21F of the Securities Exchange Act; (iii) any right to
27 communicate directly with, respond to an inquiry from, or provide testimony before, the Securities
28 and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other

self-regulatory organization or any other regulatory authority; or (iv) the Parties and their counsel from complying with a valid subpoena, court order, or any other legal process requesting or requiring production of this Joint Stipulation of Settlement, disclosure of the terms of this Joint Stipulation of Settlement, or disclosure of anything else covered by the confidentiality provisions of this Joint Stipulation of Settlement, provided that, upon receiving such a subpoena, process, or court order, the receiving Party shall immediately give notice to the other Party or the other Party's counsel, identify the subpoena, process, or court order, and state the time in which production or disclosure is required, so as to afford the other Party an opportunity to obtain an order barring such production or disclosure.

16. In any proceeding to enforce or construe this Joint Stipulation of Settlement, the prevailing Party shall be entitled to recover its costs and attorney's fees.

17. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and/or their representatives, and approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of the Parties and/or their representatives without Court approval if the Parties and/or their representatives agree and cause exists for such modification. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties and/or their representatives.

18. This Agreement and the Exhibit hereto contain the entire agreement between the Parties relating to the resolution of the Action. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

19. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

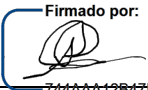
PLAINTIFF YASMIN AGUIRRE

Dated: 12/5/2024, 2024

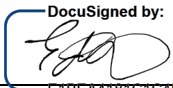
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PLAINTIFF RAMON ORTIZ PARTIDA

Dated: 12/5/2024, 2024  Firmado por:
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PLAINTIFF EDELMIRA ARMENTA

Dated: 12/4/2024, 2024  DocuSigned by:
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PLAINTIFF LEONARD ENRIQUEZ

Dated: , 2024

PLAINTIFF ESIQUIO TELLO

Dated: , 2024

DEFENDANT MENASHA PACKAGING COMPANY, LLC

Dated: , 2024 By: [NAME]
Title:

DEFENDANT MENASHA CORPORATION

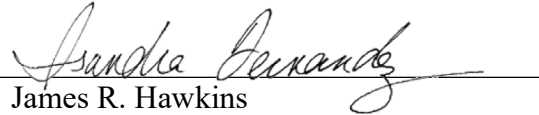
Dated: , 2024 By: [NAME]
Title:

1 **APPROVED AS TO FORM:**

2 **JAMES HAWKINS APLC**

3
4
5 Dated: 12/05, 2024

By:



James R. Hawkins

Isandra Fernandez

Counsel for Plaintiffs, Yasmin Aguirre, Ramon Ortiz Partida, and Edelmira Armenta, on behalf of themselves and all others similarly situated

8
9 **THE NOURMAND LAW FIRM, APC**

10
11 Dated: _____, 2024

By:

Michael Nourmand

James A. De Sario

Counsel for Plaintiff, Leonard Enriquez, on behalf of himself and all other similarly situated

15
16 **LAVI & EBRAHIMIAN, LLP**

17
18 Dated: _____, 2024

By:

Joseph Lavi

Vincent C. Granberry

Counsel for Plaintiff, Esiquio Tello, on behalf of himself and all others similarly situated

21
22 **SAWYER & LABAR LLP**

23 Dated: _____, 2024

By:

Ivo Labar

Adrian Sawyer

Rebecca Maclaren

Counsel for Defendants Menasha Packaging Company, LLC and Menasha Corporation

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PLAINTIFF RAMON ORTIZ PARTIDA

Dated: _____, 2024 _____

PLAINTIFF EDELMIRA ARMENTA

Dated: _____, 2024 _____

PLAINTIFF LEONARD ENRIQUEZ

Dated: 12/04, 2024 Leonard Enriquez

PLAINTIFF ESIQUIO TELLO

Dated: _____, 2024 _____

DEFENDANT MENASHA PACKAGING COMPANY,
LLC

Dated: _____, 2024 By: _____
[NAME]
Title: _____

DEFENDANT MENASHA CORPORATION

Dated: _____, 2024 By: _____
[NAME]
Title: _____

1 **APPROVED AS TO FORM:**

2 **JAMES HAWKINS APLC**

3
4
5 Dated: _____, 2024 By: _____

6 James R. Hawkins
7 Isandra Fernandez
8 *Counsel for Plaintiffs, Yasmin Aguirre, Ramon*
9 *Ortiz Partida, and Edelmira Armenta, on behalf of*
10 *themselves and all others similarly situated*

11 **THE NOURMAND LAW FIRM, APC**

12 Dated: December 4, 2024 By: James A. De Sario

13 Michael Nourmand
14 James A. De Sario
15 *Counsel for Plaintiff, Leonard Enriquez,*
16 *on behalf of himself and all other similarly situated*

17 **LAVI & EBRAHIMIAN, LLP**

18 Dated: _____, 2024 By: _____

19 Joseph Lavi
20 Vincent C. Granberry
21 *Counsel for Plaintiff, Esiquio Tello, on behalf of*
22 *himself and all others similarly situated*

23 **SAWYER & LABAR LLP**

24 Dated: _____, 2024 By: _____

25 Ivo Labar
26 Adrian Sawyer
27 Rebecca Maclaren
28 *Counsel for Defendants Menasha Packaging*
Company, LLC and Menasha Corporation

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PLAINTIFF RAMON ORTIZ PARTIDA

Dated: _____, 2024 _____

PLAINTIFF EDELMIRA ARMENTA

Dated: _____, 2024 _____

PLAINTIFF LEONARD ENRIQUEZ

Dated: _____, 2024 _____

PLAINTIFF ESIQUIO TELLO

Dated: 12/4, 2024 *Esiquio Tello*

DEFENDANT MENASHA PACKAGING COMPANY, LLC

Dated: _____, 2024 By: _____
[NAME]
Title: _____

DEFENDANT MENASHA CORPORATION

Dated: _____, 2024 By: _____
[NAME]
Title: _____

1 **APPROVED AS TO FORM:**

2 **JAMES HAWKINS APLC**

3
4 Dated: _____, 2024 By: _____

5 James R. Hawkins
6 Isandra Fernandez
7 *Counsel for Plaintiffs, Yasmin Aguirre, Ramon*
8 *Ortiz Partida, and Edelmira Armenta, on behalf of*
9 *themselves and all others similarly situated*

10 **THE NOURMAND LAW FIRM, APC**

11 Dated: _____, 2024 By: _____

12 Michael Nourmand
13 James A. De Sario
14 *Counsel for Plaintiff, Leonard Enriquez,*
15 *on behalf of himself and all other similarly situated*

16 **LAVI & EBRAHIMIAN, LLP**

17
18 Dated: 12/4/_____, 2024 By: Joseph Lavi

19 Joseph Lavi
20 Vincent C. Granberry
21 *Counsel for Plaintiff, Esiquio Tello, on behalf of*
22 *himself and all others similarly situated*

23 **SAWYER & LABAR LLP**

24 Dated: _____, 2024 By: _____

25 Ivo Labar
26 Adrian Sawyer
27 Rebecca Maclaren
28 *Counsel for Defendants Menasha Packaging*
Company, LLC and Menasha Corporation

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PLAINTIFF RAMON ORTIZ PARTIDA

Dated: _____, 2024 _____

PLAINTIFF EDELMIRA ARMENTA

Dated: _____, 2024 _____

PLAINTIFF LEONARD ENRIQUEZ

Dated: _____, 2024 _____

PLAINTIFF ESIQUIO TELLO

Dated: _____, 2024 _____

DEFENDANT MENASHA PACKAGING COMPANY,
LLC

Dated: Dec 4, 2024 By: Patrick M. Blaney
[NAME] PATRICK M. BLANEY
Title: ASST. SECRETARY

DEFENDANT MENASHA CORPORATION

Dated: Dec 4, 2024 By: Patrick M. Blaney
[NAME] PATRICK M. BLANEY
Title: ASST. SECRETARY

1 **APPROVED AS TO FORM:**

2 **JAMES HAWKINS APLC**

3
4 Dated: _____, 2024 By: _____

5 James R. Hawkins
6 Isandra Fernandez
7 *Counsel for Plaintiffs, Yasmin Aguirre, Ramon*
8 *Ortiz Partida, and Edelmira Armenta, on behalf of*
9 *themselves and all others similarly situated*

10 **THE NOURMAND LAW FIRM, APC**

11 Dated: _____, 2024 By: _____

12 Michael Nourmand
13 James A. De Sario
14 *Counsel for Plaintiff, Leonard Enriquez,*
15 *on behalf of himself and all other similarly situated*

16 **LAVI & EBRAHIMIAN, LLP**

17
18 Dated: 12/4/_____, 2024 By: Joseph Lavi

19 Joseph Lavi
20 Vincent C. Granberry
21 *Counsel for Plaintiff, Esiquio Tello, on behalf of*
22 *himself and all others similarly situated*

23 **SAWYER & LABAR LLP**

24 Dated: _____, 2024 By: 

25 Ivo Labar
26 Adrian Sawyer
27 Rebecca Maclaren
28 *Counsel for Defendants Menasha Packaging*
Company, LLC and Menasha Corporation

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

ESQUIO TELLO, et al. V. MENASHA PACKAGING COMPANY, LLC, et al. (Case
No.20STCV13818)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

1. **You may be eligible to receive money** from an employee class action lawsuit (“Action”) entitled Yasmin Aguirre, Edelmira Armenta, Leonard Enriquez, Ramon Ortiz Partida, and Esiquio Tello v. Menasha Packaging Company, LLC, Menasha Corporation, and Simplified Labor Staffing Solutions, Inc. for alleged wage and hour violations and alleged failure to provide adequate physical conditions an/or facilities, including but not limited to adequate seating, restrooms and temperatures. The Action was filed by former Menasha Packaging Company, LLC, Menasha Corporation, and/or Simplified Labor Staffing Solutions, Inc. employees (“Plaintiffs”) and seeks payment of back wages (unpaid overtime, minimum wage), meal and rest period premiums, penalties for allegedly inadequate physical conditions, failure to timely pay wages during and upon separation of employment, for unreimbursed employment-related losses and expenditures, and for inaccurate wage statements for a class of hourly, non-exempt employees (“Class Members”) who were employed by Menasha Packaging Company, LLC and Menasha Corporation in California, including but not limited to those assigned through Simplified Labor Staffing Solutions, Inc. and other temporary staffing agencies during the Class Period from January 15, 2017 through September 15, 2024, and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who were similarly employed by during the PAGA Period from July 31, 2018 through September 15, 2024 (“Aggrieved Employees”). For the purposes of this Notice, Menasha Packaging Company, LLC and Menasha Corporation shall be referred to here as the “Companies.”

The proposed Settlement has two main parts: (1) a Class Settlement requiring the Companies to fund Individual Class Payments, and (2) a PAGA Settlement requiring the Companies to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Companies’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Companies’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on the Companies’ records and/or records of temporary staffing agencies showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires the Companies to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Companies.

If you were employed by the Companies and/or assigned to work at the Companies by a staffing agency during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims and PAGA Period penalty claims against the Companies.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against the Companies, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Companies will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against the Companies and the staffing companies that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. The Companies must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The Number of Class Period Workweeks and number of PAGA Period workweeks you worked according to Companies’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of the Companies and/or temporary workers assigned to work at the Companies by staffing agencies. The Action accuses the Companies of violating California labor laws by failing to pay employees for all hours worked at the minimum wage and/or applicable overtime rates

Facsimile: (310) 553-3603 James R. Hawkins, Esq. SBN 192925 Isandra Fernandez, Esq. SBN 220482 JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 TEL: (949) 387-7200 FAX: (949) 387-6676 Joseph Lavi, Esq. (SBN 209776) Vincent Granberry, Esq. (SBN 276483) Lavi & Ebrahimian, LLP 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 Tel.: (310) 432-0000 Fax: (310) 432-0001 E-Mail: jlavi@lelawfirm.com vgranberry@lelawfirm.com	San Francisco, California 94111 REBECCA MACLAREN, State Bar No. 211788 maclaren@sawyerlabar.com 6060 Center Drive, 10th Floor Los Angeles, CA 90045 Telephone: 415.262.3820
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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

of pay; failing to provide legally complaint meal periods and/or pay meal period premium wages; failing to provide legally complaint rest periods and/or pay rest period premium wages; failing to reimburse employees with business related expenses; failing to timely pay employees; failing to provide accurate wage statements; failing to provide adequate facilities or conditions; and failing to timely pay employee all earned and unpaid wages due upon separation of employment. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs Yasmin Aguirre, Ramon Ortiz Partida, and Edelmira Armenta are represented by James Hawkins, APLC, Plaintiff Leonard Enriquez is represented by The Nourmand Law Firm, APC, and Plaintiff Esiquio Tello is represented by Lavi & Ebrahimian, LLP, (collectively, “Class Counsel”).

The Companies strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether the Companies or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and the Companies hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and the Companies have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Companies do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Companies have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. The Companies Will Pay \$1,732,500.00 (One Million, Seven Hundred Thirty-Two Thousand, Five Hundred Dollars and No Cents) as the Maximum Settlement Amount (Maximum Settlement). The Companies have agreed to deposit the Maximum Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement to pay the Settlement payments to Participating Class Members, PAGA Settlement Amount, Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, Settlement Administration Costs to the Settlement Administrator. Assuming the Court grants Final Approval, the Companies will fund the Maximum Settlement not more than twenty (20) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

- b. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to \$606,375.00 (Six Hundred Six Thousand Three Hundred Seventy-Five Dollars and No Cents) (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$57,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$10,000.00 (Ten Thousand Dollars and No Cents) to each Named Plaintiff for a total of \$50,000.00 (Fifty Thousand Dollars and No Cents) as Class Representative Awards for filing the Action, working with Class Counsel and representing the Class. The Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - iii. Up to \$29,500.00 (Twenty-Nine Thousand, Five Hundred Dollars and No Cents) to the Administrator for services administering the Settlement.
 - iv. Up to \$75,000.00 (Seventy Five Thousand Dollars and No Cents) for PAGA Settlement, allocated 75% (\$56,250.00 or Fifty-Six Thousand Two Hundred and Fifty Dollars) to the LWDA PAGA Payment and 25% (\$18,750.00 or Eighteen Thousand Seven Hundred and Fifty Dollars and No Cents) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiffs and the Companies are asking the Court to approve an allocation of 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") of each Individual Class Payment to penalties and interest. The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Companies will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and the Companies have agreed to these allocations, neither side is giving you

any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
- f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED] that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against the Companies.
- g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against the Companies based on the PAGA Period facts alleged in the Action.
- h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and the Companies have agreed that, in either case, the Settlement will be void: the Companies will not pay any money and Class Members will not release any claims against the Companies.
- i. Administrator. The Court has appointed a neutral company, Simpluris (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- j. Participating Class Members' Release. After the Judgment is final and the Companies have fully funded the Maximum Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from

asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Companies or related entities or other companies released in the Settlement for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, shall fully, finally, and forever release and discharge each and every one of the Released Parties from any and all claims alleged in the operative Complaint in the Action, or that could have been alleged in the operative Complaint or ascertained in the Action based on the factual allegations pled in the operative Complaint in the Action, including claims for: failure to pay for all hours worked at the minimum wage and/or applicable overtime rates of pay; failure to provide legally complaint meal periods and/or pay meal period premium wages; failure to provide legally complaint rest periods and/or pay rest period premium wages; failure to indemnify for employment-related expenditures; failure to timely pay earned wages during employment; failed to provide adequate physical conditions and/or facilities, including but not limited to adequate seating, restrooms and temperatures; failure to furnish accurate wage statements; failure to timely pay all earned and unpaid wages due upon separation of employment; and unfair competition claims under California Business & Professions Code §17200, et seq. based on the facts, omissions and Labor Code violations alleged in any operative complaints to have occurred during the Settlement Period (“Released Class Claims”). The Released Class Claims include all causes of action and claims for relief, premised on: violations of Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 226(a), 226, 226(h), 226.3, 226.7, 256, 510, 512, 512(a), 558, 558.1, 1174(d), 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199(c), 2260, 2350, 2698, et seq., 2699(a) -(g), 2699.3, 2800, 2802, 6400, 6402 and 6404; Wage Orders 4 and/or 9; 8 Code of Regulations section 3364; and Civil Code 3287. Participating Class Members do not release claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Settlement Period.

- k. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and the Companies have paid the Maximum Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against the Companies, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against the Companies or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California and its LWDA, shall fully, finally, and forever release and discharge any and all claims for civil penalties under PAGA based on the causes of action and Labor Code violations alleged in the operative Complaint in the Action and Plaintiffs' notices sent to the LWDA, including attorneys' fees and costs related thereto, regardless of whether PAGA Group Members opt out from the Settlement Agreement (collectively, the "Released PAGA Claims"). The Released PAGA Claims include all causes of action and claims for civil penalties alleged in the operative Complaint in the Action, or that could have been alleged in the operative Complaint or ascertained in the Action based on the factual allegations pled in the operative Complaint in the Action, including claims for violations of Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 226(a), 226, 226(h), 226.3, 226.7, 256, 510, 512, 512(a), 558, 558.1, 1174(d), 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199(c), 2260, 2350, 2698, et seq., 2699(a)-(g), 2699.3, 2800, 2802, 6400, 6402 and 6404; Wage Orders 4 and/or 9; 8 Code of Regulations section 3364; and Civil Code 3287.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments based on each Individual Settlement Class Members' workweeks worked as Rounding Settlement Class Members and/or Non-Rounding Settlement Class Members.
 - i. Rounding Settlement Class Members are Settlement Class Members who were employed by Menasha or worked at Menasha from January 15, 2017 through January 16, 2022 ("Rounding Period") and were subject to Defendants' rounding practices, as Defendants contend that they ceased rounding on January 16, 2022.
 1. The Individual Settlement Payment for each Rounding Settlement Class Member who does not Opt Out and is deemed a Participating Class Member shall be calculated as follows: (i) the number of Workweeks each participating Rounding Settlement Class Member worked as an hourly non-exempt employee for Defendants in California during the Rounding Period; divided by (ii) the aggregate number of Workweeks for all participating Rounding Settlement Class Members during the Rounding Period; and then multiplied by (iii) the 80% of the Net Settlement Amount. The Workweeks worked shall be calculated using Defendants' payroll and timekeeping records; and/or
 - ii. Non-Rounding Settlement Class Members are Settlement Class Members who were employed by Menasha or worked at Menasha from January 17, 2022 through September 15, 2024 ("Non-Rounding Period") and were not subject to Defendants' rounding practices.

1. The Individual Settlement Payment for each Non-Rounding Settlement Class Member who does not Opt Out and is deemed a Participating Class Member shall be calculated as follows: (i) the number of Workweeks each participating Non-Rounding Settlement Class Member worked as an hourly non-exempt employee for Defendants in California during the Non-Rounding Period; divided by (ii) the aggregate number of Workweeks for all participating Non-Rounding Settlement Class Members during the Non-Rounding Period; and then multiplied by (iii) the 20% of the Net Settlement Amount.

The Workweeks worked shall be calculated using the Companies' records and/or the records of staffing agencies relating to payroll and timekeeping records.

- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,750.00 by the total number of PAGA Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Workweeks worked by each individual Aggrieved Employee.
- c. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Workweeks you worked during the PAGA Period, as recorded in the Companies' records, are stated in the first page of this Notice. You have until to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Companies' calculation of Workweeks based on the Companies' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Companies' Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts

out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the action as *Tello v. Menasha Packaging, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by no later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is remailed), or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and the Companies are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the action *Yasmin Aguirre, Edelmira Armenta, Leonard Enriquez, Ramon Ortiz Partida, and Esiquio Tello v. Menasha Packaging Company, LLC, Menasha Corporation, and Simplified Labor Staffing Solutions, Inc* and include your name, current address, telephone number, and approximate dates of employment for the Companies and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the Companies and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and enter the Case Number for the Action, Case No. 20STCV13818.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The Contact information for the Settlement Administrator is as follows:

Email Address:

Mailing:

Address:

Telephone:

Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendants
Michael Nourmand, Esq. (SBN 198439) James A. De Sario, Esq. (SBN 262552) THE NOURMAND LAW FIRM, APC 8822 West Olympic Boulevard Beverly Hills, California 90211 Telephone: (310) 553-3600	SAWYER & LABAR LLP IVO LABAR, State Bar No. 203492 labar@sawyerlabar.com ADRIAN SAWYER, State Bar No. 203712 sawyer@sawyerlabar.com 1700 Montgomery Street, Suite 108