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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANGELICA GARCIA, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

I COLOR PRINTING & MAILING, INC., a
California corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV16093

ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Kenneth R. Freeman
DEPT: 14

**DECLARATION OF ANTHONY L.
DRAPER IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

DECLARATION OF ANTHONY L. DRAPER

I, Anthony L. Draper, declare as follows:

1. I am an individual over the age of 18. I am an associate at the law firm of James Hawkins APLC. I am one of the attorneys of record for plaintiff Angelica Garcia (hereinafter referred to as "Plaintiff"). I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement which Plaintiff filed

1 concurrently herewith, along with the supporting memorandum of points and authorities. I
2 have personal knowledge of the facts set forth below, and if called to testify regarding them, I
3 could and would do so competently.

4 2. On April 24, 2020, Plaintiff filed a wage and hour class action in Los Angeles
5 County Superior Court on behalf of herself and all current and former non-exempt California
6 employees, based on allegations that Defendant: (1) failed to pay all lawful wages owed
7 including proper overtime; (2) failed to provide statutorily compliant rest and meal periods
8 and/or to pay one (1) hour of compensation at the employees regular rate of pay for each
9 workday that a compliant meal period and/or rest period was not properly provided; (3) failed
10 to timely pay all wages owed at the termination of employment; (4) failed to provide accurate
11 itemized wage statements; (5) failed to reimburse business related expenses; and (6) UCL
12 violations.

13 3. On April 24 2020, Plaintiff gave notice to Defendant and the Labor Workforce
14 Development Agency (“LWDA”) of her intention to either file a PAGA complaint or amend
15 her existing complaint to include a PAGA claim.

16 4. On July 2, 2020 Plaintiff filed a First Amended Complaint (“FAC”) adding a
17 cause of action for PAGA violations. The FAC is the Operative Complaint in the Action.

18 5. Throughout this litigation, Defendant has denied Plaintiff’s allegations and
19 raised appropriate defenses, both individually and on a class wide basis. Defendant maintains
20 that its policies and/or practices are consistent with the requirements of the California Labor
21 Code, and all applicable Wage Orders.

22 6. Through both formal and informal discovery, Defendant produced extensive
23 documentation, including, but not limited to, employment records, policies, time and wage
24 records, employment and operations practices, and procedures documents, composite data, as
25 well as time and pay data for a sample of Class Members during the Class Period, and other
26 detailed information relevant to the claims in the Action. The Parties’ attorneys also engaged in
27 numerous discussions about the strengths and weaknesses of the claims and defenses in the
28 Action. Plaintiff also had many of these records analyzed by an expert.

1 7. On September 28, 2022, Plaintiff and Defendant participated in a full-day
2 mediation presided over by experienced wage and hour class action and PAGA mediator Steve
3 Serratore. An agreement was not reached at the conclusion of the mediation. However, the
4 Parties continued to engage in settlement discussions with the assistance of the mediator and
5 exchanged updated class data in the process.

6 8. On or about March 7, 2024, the Parties accepted a mediator's proposal and thus
7 were able to finally reach a settlement. Thereafter, the Parties exchange drafts of the
8 Memorandum of Understanding ("MOU") and engaged in discussions regarding the same. The
9 MOU was executed by the Parties on or about July 5, 2024.

10 9. Over the following months, the Parties exchanged multiple drafts of the
11 proposed settlement agreement and class notice documents and engaged in numerous
12 communications regarding the settlement terms.

13 10. The final terms and provisions of the settlement agreement were approved and
14 executed by all the parties on or about January 2025. (A true and correct copy of the Class
15 Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement") is
16 attached hereto as Exhibit 1.

17 11. Based on their own respective independent investigations and evaluations and
18 after considering the sharply disputed factual and legal issues involved in this matter, the risks
19 attending further prosecution in light of certification issues faced due to the *Brinker Rest. Corp.*
20 *v. Super. Ct.*, (2012) 53 Cal. 4th 1004 ("*Brinker*") decision, the discovery and investigation
21 conducted to date and the benefits received under the settlement, Class Representative and her
22 counsel are of the opinion that settlement for the consideration and on the terms set forth in the
23 Settlement Agreement are fair, reasonable, and adequate and is in the best interests of the Class
24 Representatives and the Class Members.

25 12. Plaintiff's counsel analyzed the potential liability in this matter based on
26 documents and information produced by Defendant in formal discovery and in preparation for
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28

1 mediation, the expert analysis of timekeeping records and payroll data, and took into account
2 the nature of the claims and Defendant's defenses thereto.

3 13. The damages model used in calculating potential liability was largely based on
4 the number of class members, the number of pay periods, the average rate of pay and a random
5 sample of time records, wage statements and documents produced by Defendant in preparation
6 for mediation. Based on the information provided by Defendant, the estimated number of Class
7 work weeks is 44,293 and estimated number of shifts is 165,656 during the Class Period and
8 estimated 35,722 pay periods during the PAGA Period. The average hourly rate of pay is
9 approximately \$18.

10 14. Plaintiff's counsel estimated the maximum potential liability as follows:

11 a. Failure to Pay Lawful Wages for All Hours Worked

12 Plaintiff's claim for failure to pay all lawful wages owed is premised on allegations
13 that, during the Class Period, Plaintiff and Class Members were not paid for the time spent "off
14 the clock" under the direction and control of Defendants during their scheduled work shifts.
15 Specifically, Plaintiff alleges that she and Class Members were required to arrive at least five
16 (5) minutes before the start of their shifts and wait in line to clock as there was only one time
17 clock for the employees to punch. Pursuant to Defendant's policies, Class Members were
18 required to be punctual in clocking in for the start of their shift. Plaintiff and Class Members
19 were not paid for the time spent waiting in line to clock in prior to the start of their shift.

20 Defendant adamantly disputes Plaintiff's allegations that she and Class Members were
21 not properly compensated for all hours worked and claim that Plaintiff lacked evidence in
22 support of the same. As per the analysis conducted on the sample provided by Defendant, the
23 maximum off-the-clock work was calculated based on estimated five (5) minutes of unpaid
24 overtime per shift for an estimated 132,525 shifts over 8 hours. The maximum potential
25 liability for this claim was calculated at \$286,250 (132,523 shifts x \$27 x .08). However,
26 taking into consideration the nature of the claim and Defendant's defenses thereto including the
27 inability to establish the violation with respect to all of the Class Members, for purposes of
28

1 settlement, this claim was valued between an estimated maximum of \$57,250 (20%) and
2 \$28,625 (10%).

3 b. Meal Period Claim

4 Plaintiff alleges that, during the class period, Defendants did not provide Plaintiff and
5 Class Members with compliant meal breaks nor paid them one hour of their wages in lieu
6 thereof. Specifically, Plaintiff contends that during their shifts, meal breaks were taken only
7 when authorized by Defendant. Due to the workload, and Defendant's policies and practices,
8 Plaintiff and Class Members would often not have meal breaks authorized until after more than
9 five hours of working. Further, time records produced by Defendant showed late, short (less
10 than 30 minutes) and no recorded meal breaks. Also, while time records produced by
11 Defendant showed time punches for meal breaks, there were time records, including those for
12 Plaintiff, without any recorded meal periods despite a deduction for 30 minutes for meal break
13 during these shifts.

14 Defendant denies Plaintiff's meal break allegations and maintain that Plaintiff and
15 Class Members were provided with the opportunity to take full and timely meal periods as per
16 their policies and the law. Defendant disputes the propriety of certification on this claim as
17 well, under the holding in *Brinker* and other state and federal decisions.

18 Assuming a 100% violation rate during every meal break eligible shift the estimated
19 maximum potential liability was calculated at \$2,862,522 (\$18 x 159,029 shifts). Taking into
20 consideration the nature of the claim, Defendant's defenses and issues faced due to *Brinker*, for
21 purposes of settlement, the meal break claim was valued between an estimated maximum of
22 \$1,145,008 (40%) and \$715,630.5 (25%).

23 c. Rest Break Claim

24 The rest break claim is premised on allegations that, as a result of Defendant's practice
25 and policies, Plaintiff and Class Members were not provided compliant rest breaks during
26 their work shifts. During the class period, Plaintiff and Class Members were only provided
27 one twenty (20) minute rest break during their work shifts in lieu of one ten (10) minute break
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1 for each four hours or major fraction thereof worked. Thus, Defendant unlawfully combined
2 two 10 minute rest breaks which were taken prior to the scheduled meal break.

3 Defendant disputes Plaintiff's allegations regarding rest break violations and contends
4 that Class Members were allowed to take compliant ten (10) minute rest periods under their
5 policies and practices and regularly took such breaks. Defendant also argues that this claim
6 would be difficult to certify given the predominance of the individualized inquiry as to
7 whether, and to what extent, each Class Member was unable to take compliant rest breaks
8 during their shifts.

9 Assuming a 100% violation rate during every shift the estimated maximum potential
10 liability was calculated at \$2,981,808 (\$18 x 165,656 shifts). Taking into consideration the
11 nature of the claim, Defendant's defenses and issues faced due to *Brinker*, for purposes of
12 settlement, the meal break claim was valued between an estimated maximum of \$596,362
13 (20%) and 298,181 (10%).

14 d. Failure to Provide Accurate Itemized Wage Statements

15 Under Lab. Code § 226(e), an employee suffering "injury as a result of a knowing and
16 intentional failure by an employer" to provide accurate wage statements is entitled to \$50 for
17 the initial violation and \$100 for each subsequent violation up to \$4,000. This claim is
18 derivative of the unpaid wages claims asserted. The estimated maximum potential liability was
19 calculated at \$1,212,000 based on an estimated 303 Class Members x \$4,000 each.

20 Defendant contends that the wage statements issued to the employees fully
21 complied with Labor Code section 226. Defendant states that because it believe no wages are
22 unpaid, there can be no derivative penalties. Further, Defendant argues that, if any wage
23 statements were in fact inaccurate, it did not "knowingly and intentionally" fail to provide
24 accurate statements and that Plaintiff and the Class did not suffer any "injury" from such
25 inaccurate wage statements. For purposes of settlement negotiations, said claim was valued
26 between an estimated maximum of \$363,600 (30%) and \$181,800 (15%).

27 e. Failure to Timely Pay Wages at Separation
28

1 Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant
2 statutory period (i.e., three years before the filing of the initial Complaint) is entitled to thirty
3 (30) days' worth of wages as a waiting time penalty for not being paid all wages upon the
4 separation of employment. Plaintiff alleges that penalties are owed under Labor Code section
5 203 due to, at a minimum, Defendant's failure to pay wages for all hours worked and failure to
6 pay premium wages. With respect to Lab. Code § 203 claim, there were an estimated 890
7 Class Members to whom this claim applied. The estimated maximum potential liability was
8 determined to be \$682,560 using the formula: (158 former employees) x (30 x \$18 x 8 hours
9 per day).

10 Defendant once again asserts that no unpaid wages are owed as Defendant did not fail
11 to pay the correct wages owed, including overtime or minimum wages, nor did they fail to pay
12 premium wages. Defendant further contends that its actions were not willful as required for
13 penalties to issue and that, thus, waiting time penalties cannot be awarded. Because of the costs
14 and risks of proceeding, and the defenses faced, for purposes of settlement negotiations, said
15 claim was valued between an estimated maximum of \$204,768 (30%) and \$136,512 (20%).

16 f. Failure to Timely Pay Wages During Employment

17 This claim is based on allegations that Plaintiff and Class Members did not receive
18 payment of all wages owed, including overtime and minimum wages and meal and rest
19 period premiums, within the requisite time under Labor Code section 204. That statute
20 requires that all wages are due and payable twice in each calendar month. For any initial
21 violation under this statute, one hundred dollars (\$100) is due for each failure to pay each
22 employee. For each subsequent violation, or any willful or intentional violation, two hundred
23 dollars (\$200) is due for each failure to pay each employee, plus 25 percent of the amount
24 unlawfully withheld. As discussed herein, Defendant disputes that it failed to pay any lawful
25 wages owed and is therefore not liable for any penalties under this statute. Defendant also
26 contends that liability only applies when employers fail to pay wages on a timely basis; not
27 whether the correct amount of wages were paid. (*See's Candy Shops, Inc. v. Superior Ct.*
28 (2012) 210 Cal. App. 4th 889, 904-905.) Here, employees can recover penalties either Labor

1 Code section 210 or PAGA but not both. For purposes of settlement, Plaintiff is pursuing this
2 claim under PAGA, which is discussed below.

3 g. Failure to Reimburse Employee Expenses

4 Plaintiff's claim under Labor Code § 2802 is premised on the fact that I COLOR did
5 not provide Plaintiff and Class Members with tools which were required in the performance of
6 their job duties. Plaintiff alleges that she and Class Members had to purchase and provide their
7 own gear and tools such as gloves, box cutters and pens for which they did not receive
8 reimbursement. The total amount spent on the tools is estimated to be \$20 to \$30.

9 Defendant disputes this allegation and contends that the Class Members were not
10 required to purchase or provide any tools in the performance of their job duties as such tools
11 were provided by Defendant. Upon further review and evaluation of the facts and
12 circumstances surrounding this claim and taking into consideration that it would require
13 individualized inquiries into whether and to what extent class members were required to
14 provide or purchase their own tools, this claim was valued in the range of from a nominal
15 amount to \$0.

16 h. Bus. & Prof. Code § 17200 et seq. ("UCL") Claim

17 The only remedies available under the unfair competition law ("UCL") Business and
18 Professions Code Section 17200 et seq. are restitution and injunction, as opposed to damages.
19 (*Clark v. Superior Court* (2010) 50 Cal. 4th 605, 610.) The UCL provides that "[t]he court may
20 make such orders or judgments ... as may be necessary to restore to any person in interest any
21 money or property, real or personal, which may have been acquired by means of such unfair
22 competition." (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes "earned
23 wages." (*Cortez v. Purolator Air Filtration Prods. Co.* (2000) 23 Cal. 4th 163, 177-78.)

24 Restitution under the UCL is not available for all violations of the Labor Code. (See
25 *Pineda v. Bank of Am., N.A.* (2010) 50 Cal. 4th 1389, 1401-02.) In *Pineda*, the California
26 Supreme Court held Labor Code section 203 is "not designed to compensate employees for
27 work performed [but] it is intended to encourage employers to pay final wages on time, and to
28

1 punish employers who fail to do so.” (*Id.*) Like Labor Code section 203, section 226 for wage
2 statement violations is also intended to “punish” the employer and is not an action brought to
3 recover wages. (*See Gomez v. Jacobo Farm Labor Contractor, Inc.* (2019) 334 F.R.D. 234,
4 267-268.)

5 Here, Plaintiff’s UCL claim is solely premised on the failure to pay lawful wages and
6 premium wages claims discussed above. Plaintiff’s Counsel assigned a zero-dollar value to the
7 UCL claim because it does not provide any additional value in this Action other than to
8 increase the statute of limitations to four years for the underlying claims. Those claims are
9 valued and analyzed above based on the four-year statute of limitations provided by the UCL.
10 However, the UCL claim in and of itself does not provide any additional damages. Therefore,
11 there is no additional or separate monetary value that this statute provides based on the facts of
12 this Action.

13
14 i. Lab. Code § 2699 (PAGA Claim) – Plaintiff’s claims under PAGA are
15 predicated on or derivative of the claims discussed above and as set forth in the Operative
16 Complaint. The estimated maximum PAGA penalty was calculated as \$3,572,200. This figure
17 attributes a \$100 penalty to each of the estimated 35,722 pay periods in scope during the
18 PAGA Period. This figure is based on an assumption that there is a 100% violation rate during
19 the PAGA Period, such that every single pay period in question involved at least one Labor
20 Code violation, despite disputes regarding Defendant’s liability. However, PAGA claims under
21 the facts and circumstances of this case may result in no award or at best a very minimal award
22 by the trial court. See specifically § 2699(e)(2) which states in its pertinent part: “... a court
23 may award a lesser amount than the maximum civil penalty amount specified by this part if,
24 based on the facts and circumstances of the particular case, to do otherwise would result in an
25 award that is unjust, arbitrary and oppressive, or confiscatory.”

26 For instance, in *Fleming v. Covidien* (C.D. Cal. 2011) 2011 U.S. Dist. LEXIS 154590 ,
27 a federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%.
28 The court found maximum penalties “unjust” because the employees had suffered no injuries.
Some trial courts have actually awarded no civil penalties, even when Labor Code violations

are established. *In re Taco Bell Wage & Hour Actions* (E.D. Cal. Apr. 6, 2016) 2016 U.S. Dist. LEXIS 48557, *40-43 (PAGA penalties denied after trial).

In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. (*See Cardenas v. McLane Foodservice, Inc.* (C.D. Cal. 2011) 2011 U.S. Dist. LEXIS 13126, *10 [“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”].) Here, Plaintiff would need to prove that each Aggrieved Employee suffered all violations for each pay period the employee worked. As discussed herein, the nature of the PAGA based claims (i.e. rest break, meal period, wage statements, failure to pay all wages owed and to timely pay wages) and Defendant’s asserted defenses thereto present a strong risk that some or all of the PAGA penalties sought may not be awarded.

Defendant denies that a violation for each pay period can be established. Defendant states that because the PAGA Action heavily relies on the same allegations made in the Class Action, they are subject to the same defenses, and, thus, for the same reason Defendant believes there will be no damages collectible in the class action, no PAGA penalties would be awarded, either. Defendant also asserts that individualized issues predominate the PAGA claims, making the claims unmanageable for trial.

Given the nature of these claims, as analyzed above, Plaintiff’s Counsel believes it to be likely that if there were any award, it could be a minimal amount. Therefore, the amount of \$50,000 (which has been reserved for the PAGA claim) is both fair and reasonable.

15. Through her counsel, Plaintiff took into consideration the significant risks that class certification could be denied on the central claim, or that a merits decision on the central claim would not favor the Class. Plaintiff has considered the expense and length of continued proceedings necessary to continue the Action against Defendant through trial and any possible appeals. Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant’s defenses thereto, and the difficulties in establishing Plaintiff’s damages.

1 16. The proposed Settlement requires Defendant to pay each Class Member who
2 does not opt out a portion of the Net Settlement Amount as specifically set forth in the
3 Settlement Agreement. The amount to be paid to the Class is undoubtedly fair, adequate and
4 reasonable especially in light of the significant risk to Plaintiff and Class Members in
5 continuing with the litigation and not prevailing on class certification or at trial, and thus
6 leaving employees with no recovery.

7 17. The Settlement Agreement provides for an award to be paid to the Class
8 Representative. The primary purpose is to provide Plaintiff an enhancement award, taking into
9 consideration the risks, time, effort and expenses incurred by her in coming forward to provide
10 invaluable information and litigate this matter on behalf of all Class Members and Aggrieved
11 Employees. Plaintiff has actively participated in this litigation by providing significant
12 supporting documents and information and assisting counsel in developing information
13 necessary to litigate and settle this case which has resulted in a favorable settlement for the
14 putative Class Members and Aggrieved Employees.

15 18. James Hawkins APLC has a great deal of experience in wage and hour class
16 action litigation. The law firm and its lawyers have obtained certification of multiple classes,
17 have been approved as class counsel in many other wage/hour class actions, and currently
18 litigating numerous others. Although not an all inclusive list, over the years the law firm has
19 prosecuted the following class action matters as lead and/or co-lead counsel, all of which
20 implicated similar law and facts to those associated with this action:

- 21 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court-
22 Case No.: 30-2009-00268714-CU-OE-CXC. Certified Wage and
23 Hour Class action seeking premium wages for meal period and rest
24 periods and resultant penalties. Class Notice pending.
- 25 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN
26 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action
27 seeking past wages of overtime for mis-classification of insurance
28 claims adjusters employed by Gallagher Bassett, a third party

1 administrator (TPA) in the State of California. Certification granted.
2 Plaintiffs' counsel co-lead counsel. Case settled, Final Approval
3 granted, no objections and funds fully distributed.

4 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No.
5 CV-08-04554. Wage and Hour Class Action case seeking past
6 wages for "off the clock", overtime and meal and rest break
7 violations for production workers in the State of California.
8 Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
9 Approval granted, no objections and funds fully distributed.

10 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-
11 638 ODW. Wage and Hour Class Action case seeking past wages
12 for meal and rest period violations for retail employees in the State
13 of California. Plaintiff's counsel appointed co-lead counsel. Case
14 settled, Final Approval granted, no objections and funds fully
15 distributed.

16 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT,
17 Case No. SACV08-00412. Wage and Hour Class Action case
18 seeking past wages for meal and rest period violations for retail
19 employees in the State of California. Plaintiff's Counsel appointed
20 as Lead Counsel. Case settled, Final Approval granted, no
21 objections and funds fully distributed.

22 f. *West v Iron Mountain Information Management, Inc, et. al.;* Los
23 Angeles County Superior Court, Case No. BC393709. Wage and
24 Hour Class Action seeking past wages for overtime, meal and rest
25 break violations for driver employees in the State of California.
26 Settlement for "binding arbitration." Arbitration Award for Plaintiff
27 Class. Arbitration Award confirmed. Plaintiff's counsel, lead trial
28

counsel and class counsel.

- g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.
- j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.

1 Wage and Hour Class Action seeking past wages for meal and rest
2 break violations for security officers employed by defendant in the
3 State of California. Plaintiff's counsel and co-counsel. Case settled,
4 Final Approval granted and funds fully distributed.

- 5 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside
6 Superior Court, Case No. RIC 420909. Wage and Hour Class
7 Action seeking past wages for overtime, meal and rest break
8 violations for housekeepers employed by defendant in the State of
9 California. Plaintiff's counsel appointed as lead counsel. Case
10 settled, Final Approval granted, no objections and funds fully
11 distributed.
- 12 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL
13 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action
14 seeking past wages for meal and rest period violations for non-
15 exempt employees employed by defendant in the state of California.
16 Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
17 petitioned the Court for Lead Counsel.
- 18 n. *Herrador v. Culligan International Company, et al.*, USDC,
19 CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour
20 Class Action seeking past wages for field and branch employees of
21 defendant in the State of California. Plaintiff's counsel appointed as
22 lead counsel. Case settled and awaiting Final Approval.
- 23 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior
24 Court, Case No. 05CC00128. Wage and Hour Class Action seeking
25 past wages for restaurant employees of defendant in the State of
26 California. Plaintiff's counsel appointed as lead counsel. Case
27 settled, Final Approval granted, no objections and funds fully
28

distributed.

- p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by defendant in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action

1 seeking past wages for meal and rest break violations for retail
2 employees employed by defendant in the State of California.

3 Plaintiff's counsel appointed lead counsel. Case settled, Final
4 Approval granted, no objections and funds fully distributed.

5 u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior
6 Court, Case No. 07CC00015. Wage and Hour Class Action seeking
7 past wages of overtime for mis-classification of managers employed
8 by Defendant in the State of California. Plaintiff's counsel
9 appointed lead counsel. Case settled, Final Approval granted, no
10 objections and funds fully distributed.

11 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County
12 Superior Court, Case No. 07CC01347. Wage and Hour Class Action
13 seeking past wages for overtime, meal and rest break violations for
14 production workers employed by defendant in the State of
15 California. Plaintiff's counsel appointed lead counsel. Case
16 settled; final approval granted; no objections and funds fully
17 distributed.

18 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles
19 Superior Court, Case No. BC387088. Wage and Hour Class Action
20 seeking past wages for overtime, meal and rest period violations for
21 production employees employed by defendant in the State of
22 California. Plaintiff counsel appointed as lead counsel. Case settled,
23 Final Approval granted, no objections and funds fully distributed.

24
25 19. Mr. Hawkins has been practicing law in California since 1997 and in 2007
26 incorporated his wage and hour class action practice as James Hawkins APCL. Since its
27 inception, Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour
28 class action cases.

1 20. Ms. Fernandez has been a member of the Florida Bar since January 1996 and a
2 member of the California Bar since August 2002. Ms. Fernandez has specialized in
3 employment- related litigation including complex wage and hour civil litigation since 2003.
4 Ms. Fernandez has been, and currently is, co-counsel in over 50 wage and hour class action
5 litigations for our firm and has produced excellent results for this firm's clients in the wage and
6 hour class actions.

7 21. I have been a member of the California Bar since July 2022 and was
8 provisionally licensed prior to that time. I have specialized in complex wage and hour litigation
9 since October 2021. I have been, and currently am, co-counsel in over 40 complex wage and
10 hour cases and have successfully litigated wage and hour class and PAGA actions for our firm.

11 22. There is no fee splitting agreement with any other counsel in this matter.

12 23. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of
13 the Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval
14 ("Class Notice.") As per the Settlement Agreement, the Class Notice will be translated into
15 Spanish by the Settlement Administrator.

16 24. On January 16, 2025, Plaintiff submitted the Settlement Agreement,
17 concurrently with the filing of this motion, to the LWDA.

18 I declare under penalty of perjury that the foregoing is true and correct. Executed on
19 January 16, 2025, at Irvine, California.
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23 Anthony Draper
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EXHIBIT 1

GARCIA V. I COLOR PRINTING & MAILING, INC., Case No.
20STCV16093
CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND
CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff ANGELICA GARCIA (Plaintiff “Garcia” or “Plaintiff”) and Defendant I COLOR PRINTING & MAILING, INC. (“I COLOR” or “Defendant”). The Agreement refers to Plaintiff and I COLOR collectively as “Parties,” or individually as “Party.”

1.DEFINITIONS.

1.1. **“Action” means the Plaintiff’s lawsuit alleging wage and hour violations against I COLOR captioned *Garcia. v. I Color Printing & Mailing, Inc.*, No. 20STCV16093, initiated on April 24, 2020 and pending in Superior Court of the State of California, County of Los Angeles.**

1.2. **“Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.**

1.3. **“Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.**

1.4. **“Aggrieved Employee” means all current and former non-exempt hourly employees of I COLOR who worked in the state of California in a non-exempt capacity at any time between April 24, 2019 through April 29, 2024..**

1.5. **“Class” means all current and former employees of I COLOR who worked in the state of California in an hourly, non-exempt capacity at any time between April 24, 2016 through April 29, 2024 .**

1.6. **“Class Counsel” means James Hawkins, Esq., Isandra Y. Fernandez, Esq., and Anthony L. Draper, Esq. of James Hawkins APLC.**

1.7. **“Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for attorneys’ fees and reimbursement of reasonable expenses incurred to prosecute the Action.**

1.8. **“Class Data” means Class Member identifying information in I COLOR’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.**

1.9. **“Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).**

1.10. **“Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.**

1.11. **“Class Notice”** means the **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. **“Class Period”** means the period from April 24, 2016 to the April 29, 2024

1.13. **“Class Representative”** means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. **“Class Representative Service Payment”** means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. **“Court”** means the Superior Court of California, County of Los Angeles.

1.16. **“I COLOR”** means named Defendant I Color Printing & Mailing, Inc..

1.17. **“Defense Counsel”** means Ryan Nell, Esq. of Pettit Kohn Ingrassia Lutz & Dolin.

1.18. **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. **“Final Approval”** means the Court’s order granting final approval of the Settlement.

1.20. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. **“Final Judgment”** means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. **“Gross Settlement Amount”** means \$875,000 which is the total amount I COLOR agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.23. **“Individual Class Payment”** means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. **“Judgment”** means the judgment entered by the Court based upon the Final Approval.

1.26. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for I COLOR for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from April 24, 2019 to April 29, 2024..

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff' April 24, 2020 letter to I COLOR and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Angelica Garcia, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means: I COLOR and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection

to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member worked for I COLOR for at least one day, during the Class Period.

2. RECITALS.

2.1. On April 24, 2020, Plaintiff commenced this Action by filing a Complaint alleging causes of action against I COLOR for failure to pay lawful wages, failure to provide meal and rest periods, failure to timely pay wages, failure to reimburse employee expenses, failure to provide accurate and itemized wage statements, and violations of the business and professions code. On July 2, 2020, Plaintiff filed a First Amended Complaint alleging causes of action against I COLOR for PAGA violations. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) I COLOR denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to I COLOR and the LWDA by sending the PAGA Notice.

2.3. On September 28, 2022, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, records related to Plaintiff, the class members, and aggrieved employees, including but not limited to an adequate sampling of policy documents, wage statements, employee handbooks, time records, anonymized class data, and relevant data points pertaining to the class and PAGA claims. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, I COLOR promises to pay \$875,000 as the Gross Settlement Amount. I COLOR has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to I COLOR.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). I COLOR will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$306,250 and a Class Counsel Litigation Expenses Payment of not more than \$20,000. I COLOR will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing, or include as part of the Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds I COLOR harmless, and indemnifies I COLOR, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$12,500 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, I COLOR estimates there are 358 Class Members who collectively worked a total of 44,293 Workweeks, and 310 of Aggrieved Employees who worked a total 35,722 of PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, I COLOR will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. I COLOR has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which I COLOR must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Notwithstanding the foregoing, the Class Data shall not be disclosed to Class Counsel unless all personal identifying information, including but not limited to names, addresses, and social security numbers, is first removed.

4.3. Funding of Gross Settlement Amount. I COLOR shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay I COLOR's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after I COLOR funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class

Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate I COLOR to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when I COLOR fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel, without the need to manually execute a release document and in exchange for the consideration recited in this Agreement, will release claims against all Released Parties as follows:

6.1 **Plaintiff's Release.** Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation which Plaintiff has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned or held, or claimed to have, own or hold, or may have against the Released Parties, excluding only claims that, by law, may not be released. ("**Plaintiff's Release.**") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

6.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2 **Release by Participating Class Members:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

successors, and assigns, release Released Parties from (i) all claims that were alleged, or could have been alleged occurring within the Class Period, based on the factual allegations and legal theories stated in the Operative Complaint and ascertained in the course of the Action, including but not limited to the following claims, under any legal theory of liability, for: (a) any and all claims involving any alleged failure to pay minimum wage and overtime wages; (b) any and all claims involving any alleged failure to provide meal periods or compensation in lieu thereof; (c) any and all claims involving any alleged failure to provide rest periods or compensation in lieu thereof; (d) any and all claims involving any alleged failure to pay timely wages; (e) any and all claims involving any alleged failure to reimburse employee expenses; (f) any and all claims involving any alleged failure to provide accurate, itemized wage statements; (g) any and all claims involving violations Cal. Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802; and (h) any and all claims involving any alleged violations of the business and professions code § 17200 *et seq.* Except as set forth in Sections 6.1, 6.1.1, and 6.3 of this Agreement, Participating Class Members do not release any other claims, including, but not limited to, 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 Class Period.

6.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* arising during the PAGA Period that were alleged, or reasonably could have been alleged based on the factual allegations and legal theories stated in the Operative Complaint, and the PAGA Notice including, but not limited to, (a) any and all claims involving any alleged failure to pay minimum wage and overtime wages; (b) any and all claims involving any alleged failure to provide meal periods or compensation in lieu thereof; (c) any and all claims involving any alleged failure to provide rest periods or compensation in lieu thereof; (d) any and all claims involving any alleged failure to pay timely wages; (e) any and all claims involving any alleged failure to reimburse employee expenses; (f) any and all claims involving any alleged failure to provide accurate, itemized wage statements; and (g) any and all claims involving violations Cal. Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802.

7. MOTION FOR PRELIMINARY APPROVAL. Class counsel shall prepare and, upon Defense Counsel's approval, file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals and this Agreement.

7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section

2699, subd. (1)(2)); (vi) the executed version of the this Agreement; and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for obtaining a prompt hearing date for the Motion for Preliminary Approval, filing the Motion for Preliminary Approval, and **delivering the Court's Preliminary Approval to the Administrator.**

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise **satisfy the Court's concerns.**

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Smpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Smpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class **United States Postal Service ("USPS")** mail, the Class Notice with Spanish translation. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall

conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, I COLOR or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the **Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.**

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and **the Class Member's desire to be excluded. The Administrator's determination shall be final and not** appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the **Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or** otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the **Participating Class Members' Releases under Paragraphs 6.2 and 6.3** of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees nevertheless release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to

the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. **The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.** The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the **Administrator's determination the challenges.**

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the **Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).**

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly

Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the **calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not** appealable or otherwise susceptible to challenge.

8.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is **responsible for filing the Administrator's declaration(s) in Court.**

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES Based on its records, I COLOR estimates that, as of the date of this Settlement Agreement, (1) there are 358 Class Members and 44,293 Total Workweeks during the Class period and (2) there were 310 Aggrieved Employees who worked 35,722 Pay Periods during the PAGA Period.

9.1 Pro Rata Increase. It was originally estimated that during the class period, there were approximately 43,000 workweeks worked by the Class Members for Defendant during the Class Period. If the total number of workweeks worked by the Class Members for Defendant during the Class Period exceeds 43,000 by more than 10% (*i.e.*, more than 47,300), then the percentage above 10% will be the Overage Factor. (For example, if the workweeks increase to 12% above 43,000, the Overage Factor is 2%.) If the settlement administrator determines that there is an Overage Factor, then Defendant shall pay a pro rata share of the Gross Settlement Amount for all workweeks worked by Class Members for Defendant that are in excess of 10% above the currently estimated 43,000 workweeks, or the settlement administrator will be directed to shorten the Class Period to a date before the Workweeks threshold is exceeded. The Settlement Administrator will be responsible for determining whether a pro rata increase is necessary using the data provided by Defendant.

10. I COLOR'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, I COLOR may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if I COLOR withdraws, the Settlement and this Agreement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, I COLOR remain responsible for paying all Settlement Administration Expenses incurred to that point. I COLOR must notify Class Counsel and the Court of its election to withdraw not later than 10 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. In the

event of I COLOR's withdrawal, no Party may use the fact that the Parties agreed to the Settlement for any reason.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (**collectively "Motion for Final Approval"**). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), either Party will have the right to void the Settlement and this Agreement, or the Parties may **expeditiously work together in good faith to address the Court's concerns by revising the Agreement** as necessary to obtain Final Approval. If the Settlement and this Agreement are voided in such manner, the Parties shall have no further obligations under the Settlement and this Agreement, including any obligation by I COLOR to pay the amounts that otherwise would have been payable under the Settlement and this Agreement. **The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.**

11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. **If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.**

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties may expeditiously work together in good faith to address **the appellate court's concerns and to obtain Final Approval and entry of Judgment.** Any additional Administration Expenses reasonably incurred after remittitur shall be deducted from the Net Settlement Amount. **An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material**

modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, **Class Counsel shall, with Defense Counsel's approval**, submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by I COLOR that any of the allegations in the Operative Complaint have merit or that I COLOR has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that I COLOR's **defenses in the Action have merit**. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, I COLOR reserves the right to contest certification of any class for any reasons, and I COLOR reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest I COLOR's **defenses**. **The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).**

Whether or not the Final Approval Order becomes final, nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement or the Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with implementation of this Agreement and/or the Settlement.

13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, I COLOR and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the **Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential**; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, I COLOR and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that **"the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's**

communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and I COLOR, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, I COLOR nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by I COLOR in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date **when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds**, Plaintiff shall destroy, all paper and electronic versions of Class Data received from I COLOR **unless, prior to the Court's discharge of the Administrator's obligation**, I COLOR makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. **Unless otherwise noted, all reference to "days" in this Agreement shall be to** calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Attn: Isandra Fernandez or Anthony Draper
James Hawkins APLC
9800 Research Dr, Suite 200
Irvine, CA 92618

To I Color Printing & Mailing, Inc.:

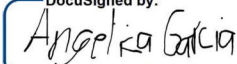
Attn: Ryan Nell
Pettit Kohn Ingrassia Lutz & Dolin
11622 El Camino Real, Suite 300
San Diego, CA 92130

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

13.20 No Third-Party Beneficiaries: Plaintiff, Participating Class Members, Aggrieved Employees, the LWDA, Defendant, and Released Parties are intended beneficiaries of this Agreement, and there are no other third-party beneficiaries.

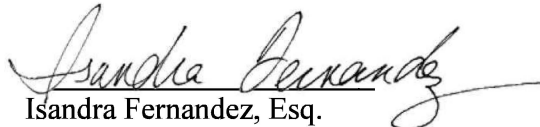
For Plaintiff Garcia

DocuSigned by:

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For I Color Printing & Mailing, Inc.



Counsel for Plaintiff


Isandra Fernandez, Esq.
Anthony L. Draper, Esq.

Counsel for I Color Printing & Mailing, Inc.



Ryan Nell, Esq.

EXHIBIT A

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

(Garcia v. I Color, Case No. 20STCV16093)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against I Color Printing & Mailing, Inc. (abbreviate name; "I COLOR" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former I COLOR employee Angelica Garcia ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees who worked for I COLOR during the Class Period (April 24, 2016 to the date of preliminary approval of this settlement) in the State of California ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for I COLOR during the PAGA Period (April 24, 2019 to the date of preliminary approval of this settlement) in the State of California ("Aggrieved Employees").

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

Based on I COLOR's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** 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 I COLOR's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on I COLOR's records showing that you worked _____ **workweeks** during the Class Period and you worked _____ **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 Plaintiff and Plaintiff's attorneys ("Class Counsel").** The Court will also decide whether to enter a judgment that requires I COLOR to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against I COLOR.

If you worked for I COLOR during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) Do Nothing. You don't 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 wage claims and PAGA Period penalty claims against I COLOR.

(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 wage claims against I COLOR, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment under this proposed Settlement. You cannot opt-out of the PAGA portion of the proposed Settlement.

I COLOR 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 Don't 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 Released Claims (defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't 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. I COLOR must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the PAGA 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff 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 don't 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/Pay Periods 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 Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to I COLOR’s 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.
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1.WHAT IS THE ACTION ABOUT?

Plaintiff is a former I COLOR employees. The Action accuses I COLOR of violating California labor laws by failing to pay minimum wages, timely wages, and employee expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: James Hawkins, Esq., Isandra Fernandez, Esq., and Anthony Draper, Esq. of James Hawkins APLC. (“Class Counsel.”)

I COLOR strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether I COLOR or Plaintiff is correct on the merits. In the meantime, Plaintiff and I COLOR hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an 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, Plaintiff and I COLOR 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, I COLOR does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) I COLOR has 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?

1. I COLOR Will Pay \$875,000 as the Gross Settlement Amount (Gross Settlement). I COLOR has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, I COLOR will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become 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.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$306,250 (35% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$7,000 to the Administrator for services administering the Settlement.

D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA/PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. 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 Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and I COLOR are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. 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 Plaintiff and I COLOR 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.

5. 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 don't 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 is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. 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 [REDACTED] 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 the Released Claims (defined below) against I COLOR and the Released Parties (defined below).

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 the PAGA Released Claims defined below) against I COLOR and the Released Parties (defined below).

7. 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. Plaintiff and I COLOR have agreed that, in either case, the Settlement will be void: I COLOR will not pay any money and Class Members will not release any claims against I COLOR.

8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. **(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.**

9. Participating Class Members' Release. After the Judgment is final and I COLOR has fully funded the Gross Settlement, 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 I COLOR and each of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, **the "Released Parties"**) for the Released Claims (defined below).

The Participating Class Members will be bound by the following release ("**Released Claims**"):

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or could have been alleged occurring within the Class Period, based on the factual allegations and legal theories stated in the Operative Complaint and ascertained in the course of the Action, including but not limited to the following claims, under any legal theory of liability, for: (a) any and all claims involving any alleged failure to pay minimum wage and overtime wages; (b) any and all claims involving any alleged failure to provide meal periods or compensation in lieu thereof; (c) any and all claims involving any alleged failure to provide rest periods or compensation in lieu thereof; (d) any and all claims involving any alleged failure to pay timely wages; (e) any and all claims involving any alleged failure to reimburse employee expenses; (f) any and all claims involving any alleged failure to provide accurate, itemized wage statements; (g) any and all claims involving violations Cal. Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802; and (h) any and all claims involving any alleged violations of the business and professions code § 17200 *et seq.*

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and I COLOR has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will

be barred from asserting PAGA claims against I COLOR, 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 PAGA Released Claim against I COLOR and the Released Parties for the PAGA Released Claims (defined below).

The Aggrieved Employees' Releases are as follows (the "PAGA Released Claims"):

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. arising during the PAGA Period that were alleged, or reasonably could have been alleged based on the factual allegations and legal theories stated in the Operative Complaint, and the PAGA Notice including, but not limited to, (a) any and all claims involving any alleged failure to pay minimum wage and overtime wages; (b) any and all claims involving any alleged failure to provide meal periods or compensation in lieu thereof; (c) any and all claims involving any alleged failure to provide rest periods or compensation in lieu thereof; (d) any and all claims involving any alleged failure to pay timely wages; (e) any and all claims involving any alleged failure to reimburse employee expenses; (f) any and all claims involving any alleged failure to provide accurate, itemized wage statements; and (g) any and all claims involving violations Cal. Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ [REDACTED] by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in I COLOR's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods 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 I COLOR's calculation of Workweeks and/or Pay Periods based on I COLOR's 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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and I COLOR's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. 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 doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. 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 *Garcia v. I COLOR*, 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 [REDACTED], 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 Plaintiff and I COLOR are asking the Court to approve. At least 16 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff 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 Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, the Administrator will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] (url) or the Court's website [REDACTED] (url).

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 Plaintiff 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 as *Garcia v. I COLOR* and include your name, current address, telephone number, and approximate dates of employment for I COLOR 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 don't have to, attend the Final Approval Hearing on [redacted] at (time) in Department 1 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, Plaintiff, and the Administrator. The Court will invite comment 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 LA Court Connect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's 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 I COLOR and Plaintiff 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 (specify entity)'s website at (url). 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 by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. . You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT, I COLOR, OR I COLOR'S ATTORNEYS TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Isandra Fernandez, Esq., Anthony Draper, Esq.
 Email Address: james@jameshawkinsaplc.com, isandra@jameshawkinsaplc.com, anthony@jameshawkinsaplc.com
 Name of Firm: JAMES HAWKINS APLC
 Mailing Address: 9800 Research Dr, Suite 200, Irvine, CA 92618
 Telephone: (949) 387-7200

Settlement Administrator:

Name of Company: _____
 Email Address: _____
 Mailing Address: _____
 Telephone: _____
 Fax Number: _____

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 [redacted] 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.