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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ERIC TREPP, as an individual, On Behalf of
Himself and All Other Aggrieved Employees,
and On Behalf of the General Public as Private
Attorneys General;

Plaintiffs,

v.

BELCO PACKAGING SYSTEMS, INC., a
California business corporation; and DOES 1
through 10,

Defendants.

Case No. 20STCV37995

*Assigned For All Purposes To The
Honorable Judge Richard J. Burdge*

Department: 37

**MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT; DECLARATION OF RONALD
L. ZAMBRANO IN SUPPORT WITH
EXHIBITS**

**Hearing Date: October 3, 2022
Time: 8:30 a.m.
Department: 37**

Action filed: October 2, 2020

Trial: Not set

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1 **I. INTRODUCTION**

2 Plaintiff Eric Trepp (“Plaintiff”) submits this Memorandum of Points and Authorities in
3 support of Plaintiff’s Motion for Approval of the Private attorneys General Act (“PAGA”) Settlement
4 reached in this action against Defendant Belco Packaging Systems, Inc. (“Defendant”). Plaintiff and
5 Defendant are collectively referred to as “the Parties.” The Parties have documented the proposed
6 settlement in the Settlement Agreement and Release of PAGA Claims¹, attached as Exhibit 1 to
7 Declaration of Zambrano (“Zambrano Decl.”). Plaintiff is an Aggrieved Employee as he alleges, he
8 suffered the claimed violations in the PAGA period. (*Id.*) The Gross Settlement Fund is \$25,000.00.
9 (*Id.*) After deduction of attorney’s fees (which are requested at 20% of the settlement, or \$5,000.00),
10 and third-party administration expenses (of \$3,500.00), the remaining amount is the PAGA Payment
11 of \$16,660.00, to be allocated as detailed below. (*Id.* at ¶¶ 11-12.)

12
13 **II. PROCEDURAL HISTORY**

14 On May 21, 2020, Plaintiff provided written notice to the LWDA and Defendant, as required
15 by California Labor Code §2699.3(a)(1), of his intent to pursue PAGA penalties and the basis of the
16 alleged violations (Zambrano Decl. ¶ 3). On October 2, 2020, Plaintiff filed a Complaint in this matter
17 in the Superior Court of California, for the County of Los Angeles. (*Id.*) On April 23, 2021 Defendant
18 filed an Answer to Plaintiff’s Complaint for Damages. (*Id.*) Subsequently, Plaintiff and Defendant
19 engaged in informal discovery.

20 The Parties engaged in an exchange of documents and information pertaining to the alleged
21 claims during which Defendant provided Plaintiff’s Counsel with information and documents
22 pertaining to Plaintiff and other Aggrieved Employees, including time sheets and wage statements.
23 (Zambrano Decl. ¶3). Plaintiff’s counsel then analyzed these documents to value the PAGA claim.
24 (*Id.*)

25 //

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27
28 ¹ Hereinafter “Settlement” or “Settlement Agreement.” Unless indicated otherwise, all capitalized
terms have the same meaning as those defined by the Settlement Agreement.

On February 14, 2022, the Parties engaged in mediation where the Parties agreed to fully resolve the Plaintiff's claims. (Zambrano Decl. ¶6). The settlement is memorialized in a Confidential Settlement Agreement and General Release of Claims, which the Parties executed concurrently with the Private Attorneys General Act Settlement Agreement and Release, and which is contingent upon the court's approval of the same. (*Id.*).

III. PAGA CLAIMS, DEFENDANT'S ARGUMENTS AND RISKS ASSESSED

Plaintiff alleged that he and Aggrieved Employees were denied their rest breaks and their meal breaks in violation of *Brinker Rest. Corp. v. Sup. Ct.*, (2012) 53 Cal.4th 1004, 1036, 1049 and California Labor Code Section 226.7. (These require a 30-minute uninterrupted meal period by the end of the 5th hour worked, during which the employee is free from all duty). All aggrieved employee time records during the PAGA period indicate the start and stop time of employee shifts, but do not indicate the start and stop time of employee meal periods. Plaintiff alleged that he and the other aggrieved employees were not provided with timely, uninterrupted 30-minute meal periods. (Zambrano Decl. at ¶ 6.)

Plaintiff also alleges that he and Aggrieved Employees were denied complete, accurate wage statements in violation of Labor Code section 226(a). Because Plaintiff alleges, he and Aggrieved Employees were routinely denied their rest breaks and their meals breaks, Plaintiff alleges Defendant's timekeeping was inaccurate which resulted in inaccurate wage statements for Plaintiff. (Zambrano Decl. at ¶ 7).

Lastly, Plaintiff further alleges he and Aggrieved Employees are entitled to additionally accruing wages at the regular daily rate of pay, up to a maximum of thirty days, pursuant to California Labor Code sections 200-204 for Defendant's alleged failure to pay Plaintiff's earned and unpaid wages at the time of discharge, allegedly in violation of the aforementioned sections of the Labor Code. (*Id.*)

IV. PAGA ACTIONS

A. The PAGA Statutory and Procedural Scheme

PAGA creates a means of "deputizing" citizens as private attorney generals to enforce the Labor Code on behalf of the LWDA. (*Brown v. Ralphs Grocery Co.* (2011) 197 Cal.App.4th 489).

1 Plaintiffs bring this claim “as the proxy or agent of the state’s labor law enforcement agencies.” (*Id.*
2 at 986; *see also Reyes v. Macy’s, Inc.*(2011) 202 Cal.App.4th 1119, 1123-1124; *Iskanian v. CLS*
3 *Transp. Los Angeles, LLC* (2015) 59 Cal.4th 348, 380). In fact, when an aggrieved employee brings
4 a PAGA claim, “the government is always the real party in interest.” (*Securitas Sec. Servs. USA, Inc.*
5 *v. Sup. Ct. of San Diego Cnty.* (2015) 234 Cal.App.4th 1109, 1119; *Montano v. The Wet Seal Retail,*
6 *Inc.* (2015) 232 Cal.App.4th 1214, 1222 (“[A] PAGA action is a dispute between an employer and
7 the State agency.”)). Thus, a plaintiff that brings a PAGA claim represents “the same legal right and
8 interest as state labor law enforcement agencies,” in that he/she seeks to recover civil penalties that
9 otherwise would have been assessed and collected by the LWDA. (*California Labor Code § 2699 (a)*
10 *& (f); Securitas, supra*, 234 Cal.App.4th at 1119; *see also Medina v. Vander Poel* (E.D. Cal. 2015)
11 523 B.R. 820, 825 (holding “PAGA plaintiffs do not have property rights in their cases.”)). This is
12 made clear by the fact that 75% of the penalties recovered are sent to the LWDA, showing that
13 penalties are principally for the state and secondarily for aggrieved employees.

14 In order to enforce and seek penalties under PAGA in a civil action, an aggrieved employee
15 must first provide written notice to the LWDA and the employer of the California Labor Code sections
16 alleged to be violated. (*California Labor Code §2699.3(a)(1)*). Once the LWDA notifies the
17 aggrieved employee that it does not intend to investigate, or the LWDA does not respond within 60
18 days, the aggrieved employee may then file a lawsuit against the employer on behalf of the LWDA
19 and all other similarly situated aggrieved employees after 65 days have passed. (*California Labor*
20 *Code §2699.3(a)(2)(A)*.) As explained above, Plaintiff has complied with the notice requirements.

21 Additionally, consistent with the fact that unnamed employees have no property interest in a
22 PAGA claim, “[u]nnamed employees need not be given notice of the PAGA claim, nor do they have
23 the ability to opt-out of the representative PAGA claim.” (*Ochoa-Hernandez v. Cjaders Foods, Inc.*,
24 (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777 at *5). This renders the approval process distinct from
25 those in a class action settlement, as there is no need for the Court to employ the “two-step approval
26 process” required under Rule 3.769 of the California Rules of Court.

27 Lastly, in a PAGA settlement, the court shall “review and approve any settlement of any civil
28 action filed pursuant to this part.” (*California Labor Code § 2699(1)(2)*). The Parties have reached

1 such a settlement and now seek this Court’s approval of the settlement, which has been submitted to
2 the LWDA under *California Labor Code § 2699(l)(2)*.

3 **B. The Court Has Discretion to Reduce PAGA Penalties**

4 “PAGA penalties...are mandatory, not discretionary” and must be awarded upon a showing that
5 Defendant violated the Labor Code. (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal. App. 4th 1157,
6 1213; *Moreno v. Autozone, Inc.* (N.D. Cal. June 5, 2007) No. C05-04432 MJJ, 2007 WL 1650942, at
7 *3). However, PAGA provides the Court with discretion when it awards these penalties. California
8 Labor Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil
9 penalty amount specified by this part if, based on the facts and circumstances of the particular case,
10 to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” In
11 fact, this has been done many times, including recently in *Carrington v. Starbucks Corp.*, (2018) 30
12 Cal. App. 5th 504. There, the plaintiff requested PAGA penalties of about \$70 million but the Court
13 instead awarded only \$150,000 (0.21% of the maximum penalty). It came to this amount by using a
14 \$50/pay period penalty (instead of \$100), and its discretion to reduce this to \$5 (a 90% reduction).

15 Some of the factors courts have considered in reducing the amount of civil penalties include
16 whether (1) the violation arises from an unsettled legal obligation (*Cotter v. Lyft, Inc.*, (N.D. Cal.
17 2016) 193 F.Supp.3d 1030, 1037); and (2) the employer’s willingness to fix the violation. (*Fleming*
18 *v. Covidien*, (CD. Cal. 2011) 2011 US. Dist. LEXIS 154590, *8-9). In *Cotter*, the Court found that a
19 \$1 million PAGA settlement was fair and reasonable in light of the unsettled nature of the law (which
20 awarded \$2.52 per pay period for 397,110 pay periods, resulting in a 97.5% reduction from the
21 maximum penalty). Here there are unsettled issues of law regarding whether meal period and rest
22 break violations result in wage statement violations and waiting time penalties (as noted in *Naranjo*
23 above). In *Fleming*, the Court reduced the potential penalties by over 82 percent, awarding \$500,000
24 for 28,742 pay periods at issue. Defendants would argue that it did not willfully withhold wages and
25 that Defendant acted in good faith belief that Plaintiff was compensated as required by law. Thus,
26 Defendant did not have knowledge that there was a violation.

27 Courts have also found that the subsequent violation rate only applies after notice of the alleged
28 violation occurs (but it is unclear what that will mean). (*Amaral v. Cintas Corp. No. 2, supra*, 163

1 Cal.App.4th at 1209; *accord Garnett v. ADT LLC* (E.D. Cal. 2015) 74 F. Supp.3d 1332, 1335-36).
2 Furthermore, there is no definitive case law on whether PAGA penalties can be stacked. For example,
3 if an employee is not paid for all hours worked, can the employee recover a penalty under California
4 Labor Code Section 204 (failure to pay all wages) and 1194 et seq. (failure to pay minimum wage)
5 and well as Sections 226/226.3 (non-compliant wage statements). Defendants would argue claims
6 cannot be stacked when they arise from the same facts, which in the above example results in one
7 penalty/ pay period instead of 2 or 3).

8 The above items regarding the court's discretion, stacking and whether subsequent penalty
9 rates apply were considered in evaluating the potential settlement. Based on those, plus the risks
10 associated with the claims as addressed in this motion, Plaintiff's counsel found the settlement to be
11 fair and reasonable and respectfully requests the Court approve it.

12 **V. THE PROPOSED SETTLEMENT**

13 The PAGA Settlement Fund is \$25,000.00 for this action. Pursuant to the PAGA Settlement
14 Agreement, the Net Settlement Fund is what remains after deducting the following: 25% as attorney's
15 fees of the Gross Settlement Fund (\$25,000.00), or \$6,250.00, and third-party administration expenses
16 up to \$3,500.00. After deducting the above, the Net PAGA Fund is \$15,250.00. (Zambrano' Decl. ¶¶
17 11-12.)

18 The Net Settlement Fund of \$15,250.00 is allocated to PAGA penalties, which is split between
19 75% (or \$11,437.50) to the LWDA and 25% (or \$3,812.50) to the Aggrieved Employees. (Zambrano'
20 Decl. ¶ 2 and 8.) The 25% of the PAGA penalties for Aggrieved Employees (\$3,812.50) will be paid
21 pro rata based on the number of workweeks during the PAGA period for the Aggrieved Employees
22 and they will be issued an IRS Form 1099. (*Id.*; Exhibit 1).

23 The Aggrieved Employees (of which there are 71) are defined as: "all individuals who
24 performed work as drivers for Defendant in the State of California at any time between September 28
25 2016 and continuing to the date the Court approves this Agreement and the PAGA Settlement
26 Amount." This is a non-reversionary, cash settlement. A third-party administrator, which counsel
27 proposes to be Simpluris, will be retained for the mailing of notices and payments as detailed below.
28 (Zambrano Decl. ¶13; Exh. 1).

1 **A. The Release**

2 The California Supreme Court has explained that a judgment in a PAGA representative action
3 “...is binding not only on the named employee Plaintiffs but also on government agencies and any
4 aggrieved employee not a party to the proceeding.” (*Arias, supra*, 46 Cal. 4th at 985-986). Here, the
5 Settlement Agreement and Notice to Aggrieved Employees make clear that the release only applies
6 to PAGA civil penalties as they state they are releasing the Released Parties from “all PAGA claims”.

7 **B. Funding, Payment and Notice of the Settlement to Aggrieved Employees.**

8 Within 15 days after the Court enters an order approving the settlement, Defendant shall
9 provide the Settlement Administrator with names, last known addresses, and social security numbers
10 if known (in electronic format) of the Aggrieved Employees, including the dates during which each
11 was employed during the applicable period. Based upon this data, the Settlement Administrator will
12 determine the amounts it will pay each of the Aggrieved Employee. (Zambrano Decl. ¶ 14).

13 Within 10 days after receiving the Gross Settlement Fund and Aggrieved Employee data, the
14 Settlement Administrator will issue the payments to the Aggrieved Employees. Additionally, upon
15 receipt of the Gross Settlement Fund, the Settlement Administrator will 1) wire-transfer to Plaintiff’s
16 Counsel its attorneys’ fees, costs and expenses approved by the Court, 2) mail to the LWDA the
17 portion of the PAGA Penalties representing 75% of that amount as detailed above and 3) pay itself
18 the Settlement Administration costs (but these costs shall be paid after all Aggrieved Employees are
19 sent their checks). The Settlement Administrator shall use its best professional efforts, including
20 utilizing the National Change of Address database, to track any Aggrieved Employee’s mailing
21 returned as undeliverable and will resend the checks and notice promptly upon identifying updated
22 mailing addresses. (Zambrano Decl. at ¶ 15).

23 Aggrieved Employees will have 180 days within which to cash their checks. After 180 days,
24 all uncashed and undeliverable checks will be sent by the Settlement Administrator to the State
25 Controller’s Office, Unclaimed Property Division. After the 180 days expires, and for purposes of
26 the Final Accounting Hearing, Plaintiff’s counsel will provide a declaration from the Settlement
27 Administrator detailing an accounting of the amounts paid, the amount of unclaimed and uncashed
28 funds and that these amounts have been sent to the State Controller. (Zambrano Decl. at ¶ 16).

1 **VI. THE PROPOSED SETTLEMENT SHOULD BE APPROVED**

2 **A. The Settlement is Fair, Reasonable and Adequate**

3 To be approved, a settlement must be "fair, reasonable and adequate to all concerned." (*Reed*
4 *v. United Teachers Los Angeles*, (2012) 208 Cal.App.4th 322,337). The Court's role in evaluating a
5 proposed settlement is limited to ensuring that the agreement taken as a whole is fair and is not the
6 product of fraud or collusion between the negotiating parties. (See *Hanlon v. Chrysler Corp.*, (9th Cir.
7 1998) 150 F.3d 1011, 1026, 1027). To begin with, there is a presumption of fairness when the
8 settlement agreement was negotiated at arm's length by experienced counsel and based on sufficient
9 discovery and investigation to allow counsel and the court to act intelligently. (See, e.g., *Kullar v.*
10 *Foot Locker Retail, Inc.*, (2008) 168 Cal.App.4th 116,130.; *Dunk v. Ford Motor Co.*, (1996) 48
11 Cal.App.4th 1794,1802).

12 Furthermore, "In the context of a settlement agreement, the test is not the maximum amount
13 Plaintiff might have obtained at trial on the complaint, but rather whether the settlement is reasonable
14 under all of the circumstances." (*Wershba v. Apple Computer, Inc.*, (2001) 91 Cal.App.4th 224, 250).
15 A trial court has broad powers to decide if the settlement is fair under the circumstances of the case.
16 (*Mallick v. Superior Court*, (1979) 89 Cal.App.3d 434, 438). The overriding concern is to ensure the
17 proposed settlement is "fair, adequate, and reasonable" and factors to consider include, but are not
18 limited to:

19 [T]he strength of Plaintiffs' case, the risk, expense, complexity and
20 likely duration of further litigation, the risk of maintaining class
21 action status through trial, the amount offered in settlement, the
22 extent of discovery completed and the stage of the proceedings, the
23 experience and views of counsel, the presence of a governmental
24 participant, and the reaction of the class members to the proposed
25 settlement. (*Dunk, supra*, 48 Cal.App.4th at 1801.)

26 As noted above, since this is a PAGA case the risk of maintaining class action status and
27 reaction of class members to settlement are inapplicable. The above factors require balancing and are
28 non-exhaustive. Risks and strengths of the claims, as well as discovery, investigation and maximum
exposure are addressed above, and the experience of Plaintiff's counsel is included in the Declaration
of Ronald L. Zambrano.

1 In regard to the discovery conducted, courts look to this information to aid in assessing whether
2 the parties sufficiently developed the claims and their supporting factual basis before reaching
3 settlement. (*Kullar, supra*, 168 Cal.App.4th at 129-31). Information is sufficient where it allows the
4 parties and the court to form “an understanding of the amount in controversy and the realistic range
5 of outcomes of the litigation.” (*Clark, supra*, 175 Cal.App.4th at 801). This requirement exists so that
6 the parties can provide the court with “a meaningful and substantiated explanation of the manner in
7 which the factual and legal issues have been evaluated.” (*Kullar, supra*, 168 Cal.App.4th at 132). As
8 made clear by this motion, Plaintiff’s counsel was provided with sufficient information through the
9 informal exchange and mediation to form a realistic range of outcomes, to evaluate Defendant’s
10 financial distress, and confirm for the Court the Settlement is reasonable. (Zambrano Decl. at ¶ 3).

11 In the PAGA context, the Court should keep in mind that “[u]nlike a class action seeking
12 damages or injunctive relief for injured employees, the purpose of PAGA is to incentivize private
13 parties to recover civil penalties for the government that otherwise may not have been assessed and
14 collected by overburdened state enforcement agencies.” (*Ochoa-Hernandez v. Cjaders Foods, supra*,
15 2010 WL 1340777 at *4.) The legislative history makes little mention of the court approval
16 requirement. This was added in the 2014 amendments. Instead, PAGA actions “...directly
17 enforce the state’s interest in penalizing and deterring employers who violate California’s labor laws.”
18 (*Iskanian v. CLS Transp. Los Angeles, LLC, supra*, 59 Cal. 4th at 387.) As such, the focus is on the
19 effect the penalties may have on the employer, rather the LWDA or aggrieved employees who will
20 receive the penalties, unlike in class actions where the focus is typically on the amount received by
21 the class compared to the reasonable range of potential outcomes (*Kullar, supra*, 168 Cal.App.4th at
22 130.).

23 Here, Defendant denies Plaintiff’s allegations, and claims that the aggrieved employees were
24 provided with timely, uninterrupted 30-minute meal periods, even if the time records do not
25 conclusively establish them. Despite the parties’ differing view of the time records, because all
26 aggrieved employee time records are uniform in not showing meal periods, the settlement sought to
27 be approved here is reasonable in light of evidence and plausibility of getting a fact finder to agree
28 that Plaintiff’s experience was the same as all other potential aggrieved employees who Defendant

1 contends some will testify they did receive timely breaks. Because of the conflicting nature of the
2 parties' respective positions, it is reasonable that a fact-finder may disbelieve the Plaintiff, or find
3 Defendant's evidence and testimony more credible, leading to a finding of no Labor Code violation
4 whatsoever. Consequently, a settlement of \$25,000.00 is reasonable, fair and adequate in light of a
5 reasonable risk of a finding of no violation. (Decl. Zambrano at ¶¶ 8-10.)

6 **B. The Penalties Should Be Approved**

7 The penalties are appropriate when considered in light of the principles of PAGA. As noted
8 above, for a PAGA settlement, the Parties are not obligated to follow the class action procedural rules
9 (including for preliminary approval, claims, opt outs, and final approval). Nonetheless, to comply
10 with the requirements of Labor Code §2699, the Parties submit the instant Motion and the Settlement
11 Agreement for Court approval and respectfully request that the Court deem the Settlement Agreement
12 fair and acceptable and enter an Order and Judgment in accordance with it.

13 Although PAGA and its legislative history do not require a comparison with the "value" of the
14 claims, the penalties in the proposed Settlement and the Settlement in general are reasonable when
15 considered in that context as well. To begin with, the Settlement does not release Aggrieved
16 Employee's non-PAGA claims for alleged violations of the Labor Code. The discovery provided,
17 analysis undertaken, factors to address, risk evaluation and discount taken were included above in
18 addressing the maximum recovery. Additionally, it is important to keep in mind there is a case before
19 the California Supreme Court (*Naranjo*) that can affect the potential recovery. Plaintiff's Counsel had
20 to assess the risks of moving forward to trial and what this Court would do in exercising its discretion
21 in awarding penalties if Plaintiff prevailed, which can be greatly reduced to 10% of the maximum
22 penalties or lower. If the Court were persuaded by Defendant's arguments that it would be unjust or
23 confiscatory to award a large amount, it could find Defendants liable, but award almost nothing per
24 violation.

25 **VII. PLAINTIFF'S COUNSEL'S REQUEST ATTORNEY'S FEES**

26 Plaintiff's Counsel is also entitled to reimbursement of its reasonable attorney's fees and
27 litigation costs under *California Labor Code § 2699(g)(1)*). As of the date of the filing of this Motion,
28 Plaintiff's Counsel has spent approximate 18.5 hours at a rate of \$700 an hour for an attorney of my

1 experience of 13 years, for a total of \$12,950.00. (Zambrano' Decl. ¶¶ 17-18.) Here, the requested
2 attorney's fees are reasonable and appropriate compromise, and consistent with the prevailing
3 California practice of awarding attorneys' fees in the amount of one-quarter of the common fund; here
4 a value of \$5,000.00. (See, e.g., *Laffitte v. Robert Half Internat. Inc.*, (2014) 231 Cal. App. 4th 860,
5 878 (“trial court’s use of a percentage of 33 1/3 percent of the common fund is consistent with []
6 awards in other class action lawsuits”); *Chavez v. Netflix, Inc.*, (2008) 162 Cal. App. 4th 43, 66 n.11
7 (“Empirical studies show that, regardless whether the percentage method or the lodestar method is
8 used, fee awards in class actions average around one-third of the recovery.”).) Here, Plaintiff seeks
9 reasonable attorney's fees in the amount of one-quarter of the Gross Settlement Amount. Providing
10 one-quarter of the recovery in attorney’s fees based on the common fund doctrine is applicable where,
11 as here, attorneys have been instrumental in creating a settlement fund that benefits all class members
12 (or in PAGA, the State and Aggrieved Employees). (*Laffitte, supra*, 231 Cal. App. 4th at 878.)

13 **VIII. THE SETTLEMENT ADMINISTRATION COSTS SHOULD BE APPROVED**

14 The proposed Settlement Administration Costs of \$3,500.00 are reasonable in light of the
15 number of employees and efforts necessary.

16 **IX. CONCLUSION**

17 Based on the foregoing, the Parties request the Court approve the Settlement, sign the
18 concurrently filed [Proposed] Order and Judgement instructing the Settlement Administrator to issue
19 payments from the PAGA Settlement Amount and set a Hearing re Final Status Report and
20 Accounting.

21
22 Dated: September 2, 2022

WEST COAST EMPLOYMENT LAWYERS, APLC

23
24 By: 
25 Ronald L. Zambrano, Esq.
26 Crystal F. Mohsin, Esq.
27 Attorneys for Plaintiff,
28 ERIC TREPP and Other Aggrieved Employees

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1147 South Hope Street, Los Angeles, CA 90015.

On September 2, 2022, I served the foregoing documents described as: **MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT; DECLARATION OF RONALD L. ZAMBRANO IN SUPPORT WITH EXHIBITS** on the interested parties in this action by placing a true copy or original thereof enclosed in a sealed envelope, addressed as follows:

Ryan H. Nell, Esq.
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Attorneys for Defendant
BELCO PACKAGING SYSTEMS, INC.

☐ **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such documents to be delivered via facsimile transmittal to the office of the addressee. The transmission(s) reported as complete and without error.

X **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**

☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such documents to be delivered via express service carrier to the office of the addressee.

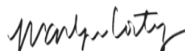
☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be hand-delivered to the office of the addressee.

X State

☐ Federal

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

Executed on September 2, 2022, at Los Angeles, California.



Marlyn Cortez

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1147 South Hope Street, Los Angeles, CA 90015.

On September 2, 2022, I served the foregoing documents described as: **MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT; DECLARATION OF RONALD L. ZAMBRANO IN SUPPORT WITH EXHIBITS** on the interested parties in this action by placing a true copy or original thereof enclosed in a sealed envelope, addressed as follows:

California Labor & Workforce Development
Agency
LWDA
800 Capitoll Mall, Suite 5000
Sacramento, California 95814
email@labor.ca.gov

X **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such documents to be delivered via facsimile transmittal to the office of the addressee. The transmission(s) reported as complete and without error.

X **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**

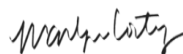
☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such documents to be delivered via express service carrier to the office of the addressee.

☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be hand-delivered to the office of the addressee.

X State ☐ Federal

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

Executed on September 2, 2022, at Los Angeles, California.



Marlyn Cortez

Neama Rahmani (State Bar No. 223819)
efilings@westcoasttriallawyers.com
Ronald L. Zambrano (State Bar No. 255613)
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crystal@westcoasttriallawyers.com
WEST COAST EMPLOYMENT LAWYERS, APLC
1147 South Hope Street
Los Angeles, California 90015
Telephone: (213) 927-3700
Facsimile: (213) 927-3701

Attorneys for Plaintiff,
ERIC TREPP

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ERIC TREPP, as an individual, On Behalf
of Himself and All Other Aggrieved
Employees, and On Behalf of the General
Public as Private Attorneys General;

Plaintiffs,

v.

BELCO PACKAGING SYSTEMS, INC., a
California business corporation; and DOES
1 through 10,

Defendants.

Case No. 20STCV37995

*Assigned For All Purposes To The
Honorable Judge Richard J. Burdge*

Department: 37

**DECLARATION OF RONALD ZAMBRANO
IN SUPPORT OF MOTION FOR APPROVAL
OF THE PAGA SETTLEMENT**

*[filed concurrently with Plaintiffs' Notice of
Motion and Motion; Memorandum of Points and
Authorities; and [Proposed] Order]*

**Hearing Date: October 3, 2022
Time: 8:30 a.m.
Department: 37**

Action filed: October 2, 2020

Trial: Not set

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2. The Parties have documented the proposed settlement in the Settlement Agreement and Mutual Release, attached as Exhibit 1. Plaintiff is an Aggrieved Employee as he alleges he suffered the claimed violations in the PAGA period.

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1 them, including a PAGA Release as to Plaintiff and Aggrieved Employees. (EXH. 1).

2 ***Reasonableness of Proposed Settlement***

3 7. Plaintiff alleged that he and Aggrieved Employees were denied their rest breaks and
4 their meal breaks in violation of *Brinker Rest. Corp. v. Sup. Ct.*, (2012) 53 Cal.4th 1004, 1036, 1049
5 and California Labor Code Section 226.7. All aggrieved employee time records during the PAGA
6 period indicate the start and stop time of employee shifts, but do not indicate the start and stop time
7 of employee meal periods. Plaintiff alleged that he and the other aggrieved employees were not
8 provided with timely, uninterrupted 30-minute meal periods. With 26 pay periods in a year, there
9 are a total of 71 aggrieved employees, which results in 1,846 pay periods for all employees within
10 the statutory period. Accordingly, the PAGA penalty for one labor code violation is approximately
11 \$369,000.00 (first violation of \$100 per pay period, then \$200 for each subsequent violation).

12 8. Defendant denies Plaintiff's allegations, and claims that the aggrieved employees
13 were provided with timely, uninterrupted 30-minute meal periods, even if the time records do not
14 conclusively establish them.

15 9. Despite the parties' differing view of the time records, because all aggrieved
16 employee time records are uniform in not showing meal periods, the settlement sought to be approved
17 here is reasonable in light of evidence and plausibility of getting a fact finder to agree that Plaintiff's
18 experience was the same as all other potential aggrieved employees who Defendant contends some
19 will testify they did receive timely breaks.

20 10. Because of the conflicting nature of the parties' respective positions, it is reasonable
21 that a fact-finder may disbelieve the Plaintiff, or find Defendant's evidence and testimony more
22 credible, leading to a finding of no Labor Code violation whatsoever. Consequently, a settlement of
23 \$25,000.00 is reasonable, fair and adequate in light of a reasonable risk of a finding of no violation.

24 ***Distribution and Division of Gross Settlement***

25 11. The **Gross Settlement Fund is \$25,000.00**. Pursuant to the Settlement Agreement,
26 the Net Settlement Fund is what remains after deducting the following: **20% as attorney's fees of**
27 **the Gross Settlement Fund (\$25,000.00), or \$5,000.00**, and third-party **administration expenses up**
28 **to \$3,500.00**. (Exh. 1.)

1 12. After deducting fees and administrative costs, **the Net Settlement Fund of**
2 **\$16,500.00** is allocated to PAGA penalties, which is split between 75% **(or \$12,375.00) to the**
3 **LWDA and 25% (or \$4,125.00) to the Aggrieved Employees.** (Exh 1). will send the LWDA its
4 portion. The 25% of the PAGA penalties for Aggrieved Employees (\$3,812.50) will be paid pro rata
5 based on the number of pay periods during the PAGA period for the Aggrieved Employees and they
6 will be issued an IRS Form 1099. There are 71 potentially aggrieved employees.

7 13. The Aggrieved Employees (of which there are 71) are defined as: all current and
8 former non-exempt employees of Defendant in California from September 2018 until the date the
9 Court approves the settlement. This is a non-reversionary, cash settlement. A third-party
10 administrator, which counsel proposes to be Simpluris, will be retained for the mailing of notices
11 and payments as detailed below.

12 14. Within 15 days after the Court enters an order approving the settlement, Defendants
13 will provide the Settlement Administrator with names, last known addresses, and social security
14 numbers (in electronic format) of the Aggrieved Employees, including the dates during which each
15 was employed during the applicable period. Based upon this data, the Settlement Administrator will
16 determine the amounts it will pay each of the Aggrieved Employees.

17 15. Within 10 days after receiving the Gross Settlement Fund and Aggrieved Employee
18 data, the Settlement Administrator will issue the payments to the Aggrieved Employees.
19 Additionally, upon receipt of the Gross Settlement Fund, the Settlement Administrator will 1) wire-
20 transfer to Plaintiff's Counsel its attorneys' fees, costs and expenses approved by the Court, 2) mail
21 to the LWDA the portion of the PAGA Penalties representing 75% of that amount as detailed above
22 and 3) pay itself the Settlement Administration costs (but these costs shall be paid after all Aggrieved
23 Employees are sent their checks). The Settlement Administrator shall use its best professional efforts,
24 including utilizing the National Change of Address database, to track any Aggrieved Employee's
25 mailing returned as undeliverable and will resend the checks and notice promptly upon identifying
26 updated mailing addresses.

27 16. Aggrieved Employees will have 180 days within which to cash their checks. After
28 180 days, all uncashed and undeliverable checks will be and be sent by the Settlement Administrator

1 to the State Controller's Office, Unclaimed Property Division. After the 180 days expires, and for
2 purposes of the Final Accounting Hearing, Plaintiff's counsel will provide a declaration of from the
3 Settlement Administrator detailing an accounting of the amounts paid, the amount of unclaimed and
4 uncashed funds and that these amounts have been sent to the State Controller.

5 ***Reasonableness of Requested Attorneys Fees***

6 17. Lodestar: The 18.5 hours spent on prosecution of this action were spent in reviewing
7 the intake of Plaintiff, drafting the PAGA notice and claim, drafting and filing the complaint,
8 responding to discovery (including supplementing responses), propounding and reviewing discovery
9 responses, communicating with defense counsel time keeping records for the 71 aggrieved
10 employees, pay stubs, extrapolating that data to assess all potential Labor Code violations,
11 calculating PAGA penalties, drafting a mediation brief and participating in an all-day mediation.

12 18. Plaintiff's counsel has been practicing employment law exclusively in the greater Los
13 Angeles metropolitan area since July 2008; over 13 years. Plaintiff's counsel's reasonable hourly
14 rate for his experience is \$700.00. For the 18.5 hours of work on the case, Plaintiff would ordinarily
15 seek the \$12,950.00.

16 19. However, because of the small nature of this monetary settlement, Plaintiff's counsel
17 only wishes to cap fees to 20% of the total of \$25,000.00, or \$5,000.00, which is almost half the
18 reasonable value of work done.

19
20 I declare the foregoing under penalty of perjury for the laws of the State of California.

21
22 Dated: September 2, 2022

WEST COAST EMPLOYMENT LAWYERS, APLC

23
24 
25 By: _____
Ronald L. Zambrano, Esq.

26
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28 **PROOF OF SERVICE**

Exhibit “1”

Ronald L. Zambrano, Esq., SBN 255613
Crystal F. Mohsin, Esq., SBN 333299
WEST COAST EMPLOYMENT LAWYERS
1147 South Hope Street
Los Angeles, CA 90015
Tel: (800) 247-9235
Fax: (213) 927-3701
Email: ron@westcoasttriallawyers.com
crystal@westcoasttriallawyers.com

Attorney for Plaintiff
ERIC TREPP

Ryan H. Nell, Esq., SBN 284648
Rachel E. Albert, Esq., SBN 319495
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
5901 W. Century Blvd., Suite 1100
Los Angeles, CA 90045
Telephone: (310) 649-5772
Facsimile: (310) 649-5777
E-mail: rnell@pettitkohn.com
ralbert@pettitkohn.com

Attorneys for Defendant
BELCO PACKAGING SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ERIC TREPP, as an Individual, and On
Behalf of Himself and Other Aggrieved
Employees, and On Behalf of the General
Public as Private Attorneys General,

Plaintiff,

v.

BELCO PACKAGING SYSTEMS, INC., a
California business corporation; and DOES
1 through 10,

Defendants.

CASE NO.: 20STCV37995

**JOINT SETTLEMENT AND RELEASE OF
CLAIMS**

Dept.: 37
Judge: Hon. Richard J. Burdge
Filed: October 2, 2020
Trial: September 20, 2022

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff ERIC TREPP, individually and in his capacity as representatives of the State of
California on behalf of other aggrieved employees, and Defendant BELCO PACKAGING

SYSTEMS, INC. hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “Action” shall mean the civil action entitled *Trepp v. Belco Packaging Systems, Inc.*, filed on October 2, 2020, in the Superior Court for the County of Los Angeles and designated as Case No. 20STCV37995.

2. “Defendant” shall mean Defendant BELCO PACKAGING SYSTEMS, INC.

3. “Defense Counsel” shall mean Ryan H. Nell and Rachel E. Albert of Pettit Kohn Ingrassia Lutz & Dolin PC.

4. “Effective Date” refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the Settlement becomes Final. If there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court shall be the date the Settlement is Final. If there is an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment shall be the date the Settlement is Final. If there is no intervenor in the action, the date the Court enters an order approving this Settlement shall be the date the Settlement is Final.

5. “LWDA” refers to the California Labor & Workforce Development Agency.

6. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. “PAGA Period” shall mean May 21, 2019, through the date of entry of an order by the Court in this Action approving this Settlement.

8. “PAGA Settlement Members” shall mean all persons employed by Defendant at as non-exempt employees in California at any time during the PAGA Period. For purposes of this Settlement only, and not otherwise as an admission of any misconduct or wrongdoing by Defendant or any of the defendants, Defendant and Plaintiff stipulate that all PAGA Settlement Members are

1 aggrieved employees pursuant to PAGA.

2 9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel
3 Payment, and the Settlement Administrative Costs.

4 10. "Plaintiff" refers to Eric Trepp, individually and in his capacity as representative of
5 the State of California on behalf of other aggrieved employees.

6 11. "Plaintiff's Counsel" collectively refers to West Coast Employment Lawyers, APLC.

7 12. "Parties" collectively refers to Plaintiff and Defendant.

8 13. "Released Claims" shall mean any and all claims, whether known or unknown, to
9 recover civil penalties pursuant to PAGA for any violations alleged in the Action, or that could have
10 been alleged in the Action, that are based on the alleged meal and rest break, minimum wage,
11 overtime compensation, wage statement, unreimbursed business expenses and final pay violations,
12 and any resulting claim for penalties under PAGA alleged to have been violated in the Action during
13 the PAGA Period. Released Claims include, but are not limited to, alleged violations by Defendant
14 of the California Labor Code sections 98.6, 201, 202, 203, 204, 226(a), 510, 1102.5, 1194, 1197,
15 1198, 1770-1773 et seq.

16 14. "Released Parties" shall mean Defendant, and all of its subsidiary companies,
17 affiliates, holding companies, successors, partners, owners, shareholders, insurers, legal
18 representatives, assigns, employees, officers, directors, attorneys, and agents.

19 15. "Settlement Administrator" refers to Simpluris, a qualified, third-party settlement
20 administrator agreed to by the Parties to administer the terms of the Settlement.

21 **II. RECITALS**

22 16. On May 21, 2020, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff,
23 in compliance with California Labor Code § 2699.3. Plaintiff seeks to represent himself and all
24 PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and
25 the LWDA has not indicated that it intends to investigate the alleged violations referenced in the
26 letter.

27 ///

28 ///

1 17. On October 2, 2020, Plaintiff filed a Complaint in Los Angeles Superior Court, Case
2 No. 20STCV37995.

3 18. Counsel for all Parties have thoroughly investigated the facts relating to the claims
4 alleged in the operative complaint and have made a thorough study of the legal principles applicable
5 to the claims asserted against Defendant. Based on their investigation and evaluation of this case,
6 Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all
7 known facts and circumstances, including the defenses asserted by Defendant, potential adverse
8 findings regarding liability, and numerous potential appellate issues.

9 19. Defendant denies, and continues to deny, each and every claim and contention alleged
10 in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of
11 the matters alleged in the Action.

12 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions
13 set forth, the Parties agree as follows:

14 **III. NON-ADMISSION OF LIABILITY**

15 20. Based on the factual and legal issues involved, the expense and time necessary to
16 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the
17 difficulty of proof necessary to establish a class for purposes of liability, and the relative benefits to
18 the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have
19 concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best
20 interests of the PAGA Settlement Members.

21 21. By entering into this Settlement, Defendant denies any liability for any of the claims
22 in the Action, as well as any other potential or unknown claims based on wage and hour violations
23 under state or federal law. Neither this Settlement, nor any document referred to or contemplated
24 herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as,
25 an admission, concession, or indication by or against any defendant in this Action of any unlawful
26 conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged
27 in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

28 ///

1 **IV. TERMS OF THE PAGA SETTLEMENT**

2 **A. Gross PAGA Settlement Payment**

3 22. Defendant shall pay a settlement payment in a total amount not to exceed \$25,000
4 (twenty-five thousand dollars) (the “Gross Payment”). The Gross Payment shall include settlement
5 administrative fees and costs, attorneys fees to Plaintiff’s counsel, and the PAGA Fund.

6 23. Defendant represents that there are approximately 71 PAGA Settlement Members
7 through February 17, 2022. Plaintiff has no evidence to dispute this assertion.

8 **B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs**

9 24. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees not to
10 exceed twenty percent (20%) of the Gross Payment (referred to as “Plaintiff’s Counsel Payment”).
11 Plaintiff’s Counsel will be responsible for submitting evidence to this Court to support their request
12 for attorneys’ fees.

13 Defendant will not oppose or object to Plaintiff’s Counsel’s application for attorneys’ fees, not to
14 exceed twenty percent (20%) of the Gross Payment.

15 25. The Plaintiff’s Counsel Payment shall be paid from the Gross Payment. Any
16 reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall revert to the
17 PAGA Fund.

18
19 **C. Settlement Administration Fees and Costs**

20 26. Settlement administration shall be done by a qualified, third-party settlement
21 administrator agreed to by the Parties and approved by the Court (“Settlement Administrator”) -
22 Simpluris. The Parties agree that the Settlement Administrative Costs shall be paid from the Gross
23 Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate
24 addresses; and expenses of the Settlement Administrator to implement and complete the settlement
25 process according to the terms of this Settlement, to calculate payments to individual PAGA
26 Settlement Members, any cost associated with the escheatment process for any uncashed or
27 undeliverable settlement checks, to prepare any necessary tax documents for PAGA Settlement
28 Members, and any other related fees and costs (the “Settlement Administrative Costs”).

1 27. The Settlement Administrative Costs should not exceed more than \$5,000 (five
2 thousand dollars). The settlement administration fees and costs shall be paid from the Total
3 Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA
4 Fund.

5 **D. PAGA Net Fund**

6 28. After deducting the Plaintiff's Counsel Payment and Settlement Administration
7 Costs, the remainder of the Total Settlement Payment (the "PAGA Net Fund") shall be allocated
8 toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members.

9 29. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA and
10 twenty-five percent (25%) of the PAGA Net Fund will be allocated among the PAGA Settlement
11 Members, based on each member's proportionate share of the weeks worked during the PAGA
12 Period.

13 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

14 **A. Deposit of Total Settlement Payment**

15 30. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to
16 Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The
17 Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
18 Number and calculate all settlement checks and withholdings required under law based on
19 information that will be confidentially furnished by Defendant. There are no payroll deductions to be
20 calculated under this Settlement, since no part of the Settlement will be classified as wages.

21 31. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the
22 \$25,000 with the Settlement Administrator.

23 **B. Formula for Calculating Share of PAGA Fund**

24 32. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall
25 be determined based on the following formula:

- 26 (a) The payment to PAGA Settlement Members will be based on the number of
27 weeks worked by each PAGA Settlement Member during the PAGA Period.
28 Partial weeks will be counted as full work weeks.

1 (b) The amount to be paid per week worked by a PAGA Settlement Member will
2 be calculated by dividing the value of the portion of the PAGA Fund that will
3 be paid to PAGA Settlement Members by the total number of weeks worked
4 by all PAGA Settlement Members during the PAGA Period.

5 (c) Defendant's records shall be determinative for purposes of calculating the
6 number of weeks worked and any payments to PAGA Settlement Members.

7 **C. Distribution of PAGA Net Fund**

8 33. Defendant shall provide the Settlement Administrator with a list of the names and
9 addresses of the PAGA Settlement Members, to be furnished within seven (7) days after the Court
10 issues an Order approving the Settlement. The contact information is being provided confidentially
11 to the Settlement Administrator only, and the Settlement Administrator shall treat the information as
12 private and confidential and take all necessary precautions to maintain the confidentiality of contact
13 information of the PAGA Settlement Members. This information is to be used only to carry out the
14 Settlement Administrator's duties as specified in this Settlement.

15 34. Within seven (7) days after receipt of the necessary funding, the Settlement
16 Administrator shall distribute to the Plaintiff's Counsel their court-approved litigation costs either via
17 wire transfer payment or check, as specified by Plaintiff's Counsel. At that time the Settlement
18 Administrator is also authorized to disperse to itself the amount of court-approved Settlement
19 Administration fees.

20 35. Within seven (7) days after the receipt of necessary funding, the Settlement
21 Administrator shall pay to the LWDA an amount equivalent to the court-approved seventy-five
22 percent (75%) of the PAGA Fund.

23 36. Within seven (7) days after the receipt of necessary funding, the Settlement
24 Administrator shall distribute to PAGA Settlement Members their court-approved individual portion
25 of the PAGA Fund (the "Individual Payment"), or as otherwise directed by the Court.

26 37. Within seven (7) days after the receipt of necessary funding, the Settlement
27 Administrator shall distribute to the Plaintiff's Counsel their court-approved attorneys' fees, either via
28 wire transfer payment or check, as specified by Plaintiff's Counsel.

1 38. The Settlement Administrator will send the Individual Payment to the PAGA
2 Settlement Members by postmarked First Class U.S. Mail.

3 39. To provide the best notice and delivery of Individual Payments practicable, any
4 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-
5 marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding
6 address is provided for an Individual Payment that is returned as non-deliverable, the Settlement
7 Administrator shall use the best available technology accessible (e.g. skip tracing, address
8 verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate
9 PAGA Settlement Members and will then mail the Individual Payment to the address identified by
10 the best available technology accessible to the Settlement Administrator or other mutually agreeable
11 method. If no current address is located, the Individual Payment for that individual will be deemed
12 undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings
13 by the Settlement Administrator, the Individual Payment for that individual will be deemed
14 undeliverable.

15 40. The Settlement Administrator shall maintain a list of the postmark date for the
16 original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of
17 any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members
18 who did not receive the Individual Payment due to the inability to locate a valid address using the
19 procedures described herein or who otherwise could not be located within two attempts at mailing.

20 41. All settlement checks will remain valid and negotiable for 180 days from the date of
21 their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the
22 Settlement Administrator, any uncashed checks will be void and escheat to the Legal Aid Foundation
23 of Los Angeles (<https://lafla.org/>).

24 42. No later than January 31 of the year following payment of their individual portion of
25 the PAGA Fund, the Settlement Administrator will prepare and issue an IRS Form 1099 to PAGA
26 Settlement Members who received a payment.

1 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

2 **A. Claims Released by the LWDA and All PAGA Settlement Members**

3 43. Upon the date of entry of an order by the Court in this Action approving this
4 Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever
5 discharge the Released Parties from any and all Released Claims. As a result of this release, the
6 PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim
7 brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*,
8 for any violations of the Released Claims that took place during the PAGA Period.

9 **B. Tax Treatment and Tax Indemnification**

10 44. PAGA Settlement Members will assume any tax obligations or consequences which
11 may arise from this Settlement. PAGA Settlement Members release any and all claims that they have
12 or may have against Defendant for any claims, demands, deficiencies, levies, assessments,
13 executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any
14 payments made under this Settlement or any compensation provided at any time by Defendant or any
15 of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any
16 action against any PAGA Settlement Members for their individual share of taxes related to any
17 payments made under this Settlement or any compensation provided at any time by Defendant or any
18 of the Released Parties, each PAGA Settlement Member shall be responsible for their own defense of
19 and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal
20 taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a
21 PAGA Settlement Member has questions about any liability to any state or federal taxing authority,
22 they shall contact the Settlement Administrator. The PAGA Settlement Members shall not contact
23 Defendant, any of the Released Parties, or Defense Counsel.

24 **VII. MISCELLANEOUS PROVISIONS**

25 **A. Voiding the Settlement**

26 45. A failure of the Court to approve any material condition of this Settlement shall
27 render the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of
28 Plaintiff or Defendant. Each party may exercise its option to void this Settlement as provided above

1 by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Order
2 denying approval of the Settlement has been received by the party seeking to void the Settlement.

3 **B. Mutual Full Cooperation**

4 46. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel agree to fully
5 cooperate with each other to accomplish the terms of this Settlement, including, but not limited to,
6 execution of such documents and to take such other action as may reasonably be necessary to
7 implement the terms herein. The Parties agree to use their best efforts and any other efforts that may
8 become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

9 **C. Parties' Authority**

10 47. The signatories hereto represent that they are fully authorized to enter into this
11 Settlement.

12 **D. Binding Nature of the Settlement**

13 48. This Settlement shall be binding upon, and inure to the benefit of, the successors or
14 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly
15 or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
16 released in the Released Claims in this Settlement. This Settlement also shall be binding upon
17 Plaintiff and the PAGA Settlement Members.

18 49. This Settlement may be amended or modified only by a written instrument signed by
19 Plaintiff's Counsel and Plaintiff, as well as Defendant's Counsel and Defendant in this Action. No
20 rights under this Settlement may be waived except in writing.

21 50. This Settlement and any attached exhibits constitute the entire agreement between
22 Plaintiff and Defendant in this Action relating to the terms contained herein. All prior or
23 contemporaneous agreements, understandings and statements, whether oral or written, whether
24 express or implied, and whether by a party or its counsel, concerning this Settlement are merged
25 herein. No oral or written representations, warranties or inducements have been made to any party
26 concerning this Settlement or its exhibits other than the representations, warranties and covenants
27 contained and memorialized in such documents.

28 51. Paragraph titles or captions contained herein are inserted as a matter of convenience

1 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any
2 of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

3 **E. Joint Drafting of Settlement Documents**

4 52. Plaintiff's Counsel and Defendant's Counsel have arrived at this Settlement as a result
5 of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

6 53. This Settlement has been drafted jointly by Plaintiff's Counsel and Defendant's
7 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be
8 construed against any of the Parties.

9 54. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by
10 the Defendant in this Action shall be used for any purpose other than the settlement of this Action.
11 Specifically, none of the documents provided shall be used to pursue any subsequent claims or
12 litigation against Defendant or the Released Parties.

13 **F. Execution of the Settlement**

14 55. This Settlement may be executed in one or more counterparts and by facsimile. All
15 executed copies of this Settlement and photocopies thereof shall have the same force and effect and
16 shall be as legally binding and enforceable as the original.

17 **G. No Press Release or Publicity Regarding the Terms Of Settlement**

18 56. Plaintiff and Plaintiff's Counsel, as well as Defendant and Defendant's Counsel, agree
19 that they will not issue any media or press release, initiate any contact with the media or the press,
20 respond to any media or press inquiry or have any communications with the media or the press about
21 the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or
22 refer to the fact or amount of the Settlement, on their websites, social media, any other marketing
23 materials, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social
24 media, any other marketing materials, or legal publications, that Defendant engaged in any act
25 contrary to California law, or denied payment owed to employees, or otherwise disparage Defendant,
26 or otherwise identify Defendant. Plaintiff and Plaintiff's counsel agree to keep the terms of the
27 Settlement Agreement confidential, except as reasonably necessary to obtain judicial approval of the
28 Settlement Agreement. To the extent limited public disclosures are required to effectuate the

1 Settlement Agreement or to notify courts or parties, such limited and necessary details may be
2 revealed with the consent of all Parties. However, any such disclosures shall not constitute a waiver
3 of confidentiality with respect to any information not publicly disclosed. Defendant shall be allowed
4 to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory
5 requirements or with respect to any financial or other disclosures which in their judgment are
6 necessary.

7 **H. Continuing Jurisdiction of the Court**

8 57. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that
9 the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor
10 and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
11 administration of the benefits of this Settlement.

12 **I. Representations by Plaintiff**

13 58. Plaintiff acknowledges the following:

- 14 (a) Plaintiff has carefully read and fully understands all of the provisions of this
15 Settlement;
- 16 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
17 Settlement and has not been coerced, threatened, or intimidated into executing
18 this Settlement;
- 19 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms
20 of this Settlement and consult with his attorney before signing this Settlement.
- 21 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
22 Plaintiff acknowledges that all parties shall bear their own fees and costs
23 through the conclusion of this action.

24 **J. Representations by Defendant**

25 59. Defendant acknowledges the following:

- 26 (a) Released Parties have carefully read and fully understand all of the provisions
27 of this Settlement;
- 28 (b) Released Parties knowingly and voluntarily agree to all of the terms set forth

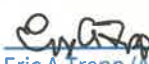
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in this Settlement and have not been coerced, threatened, or intimidated into
executing this Settlement;

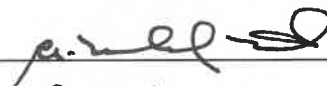
(c) Released Parties were advised, and hereby are advised in writing, to consider
the terms of this Settlement and consult with their attorney before signing this
Settlement.

(d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
Released Parties acknowledge that all parties shall bear their own fees and
costs through the conclusion of this action.

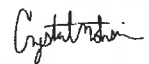
AGREED TO BY PLAINTIFF:

DATED: April 14 , 2022 ERIC TREPP, individually and on behalf of other
aggrieved employees

Eric A Trepp (Apr 14, 2022 14:31 PDT)

AGREED TO BY DEFENDANT:

DATED: April , 2022 BELCO PACKAGING SYSTEMS, INC.
 5/11/2022
President
Title A. MICHAEL MISIK

AGREED TO BY PLAINTIFF'S COUNSEL:

WEST COAST EMPLOYMENT LAWYERS

DATED: April , 2022 Ronald L. Zambrano. Esq.
Crystal F. Mohsin, Esq.
Counsel for Plaintiff

PETTIT KOHN INGRASSIA LUTZ & DOLIN
PC
May 12
DATED: April , 2022 
Ryan Nell, Esq.
Rachel Albert, Esq.
Counsel for Defendant

AGREEMENT OF SETTLEMENT AND GENERAL RELEASE

1. **PARTIES:** The parties to this Agreement of Settlement and General Release (the “Agreement”) are Eric Trepp (“Employee”) and Belco Packaging Systems, Inc. (“the Company”).

2. **RECITALS:** This Agreement is made with reference to the following:

2.1 Employee was formerly employed by the Company. Certain disputes and controversies have arisen between Employee and the Company relating to Employee’s employment and the separation thereof.

2.2 Such disputes and controversies include, but are not limited to, Employee’s allegations that the Company retaliated against him, denied him wages and overtime pay, denied him meal and rest breaks to which he was legally entitled, failed to provide complaint wage statements and pay him waiting time penalties, and failed to provide proper reimbursement for business expenses. The Company disputes each of these allegations. As a result, Employee filed a representative civil action entitled *Eric Trepp. v. Belco Packaging Systems, Inc.* (Los Angeles County Superior Court, Case No. 20STCV37995, herein referred to as “the Action”).

2.3 It is the intention of the parties (“the parties”) to settle and dispose of, fully and completely, any and all claims, demands, and existing and potential causes of action arising out of, connected with, or incidental to Employee’s employment by the Company.

3. **PAYMENT:**

3.1 In consideration for Employee’s agreement to waive and release all claims he has or may have against the Company and Releasees (defined in paragraph 7), payment of \$100,000 (one hundred thousand dollars) shall be made by or on behalf of the Company as follows: a W-2 check will be issued to Employee in the amount of \$10,000 (ten thousand dollars) less withholdings and deductions, and a 1099 check will be issued to West Coast Employment Lawyers Client Trust Account in the amount of \$90,000 (ninety thousand dollars) within thirty

TREPP V. BELCO PACKAGING SYSTEMS, INC.
AGREEMENT OF SETTLEMENT AND GENERAL RELEASE
Page 2 of 10

(30) calendar days after the Effective Date of the PAGA settlement. “Effective Date” refers to the date upon the Court issuing an Order re Approval of the PAGA Settlement.

3.2 The Parties agree that this sum constitutes full and complete payment of all claims and disputes Employee has made, or may make against the Company, except for the pending PAGA claim.

3.3 This Agreement is contingent upon approval of the PAGA claim by both the LWDA and the presiding judge and will be deemed null and void in the event that approval from the LWDA and/or the presiding judge is not obtained.

3.4 Employee understands and agrees that, regardless of whether assessed to or against Employee or the Company, Employee will be solely responsible for the payment of any taxes and penalties assessed on the settlement, including, without limitation, any payment or penalty assessed under Internal Revenue Code section 104, or any similar legislation. The Company makes no representations as to the tax treatment or legal effect of the settlement proceeds, and Employee is not relying on any statement or representation of the Company in this regard. Further, Employee hereby agrees to defend, indemnify, and hold harmless the Company for any tax liabilities, assessments, or penalties resulting from the payment of the settlement funds, or for Employee’s alleged or actual failure to make any appropriate or required tax payments, deductions, or assessments with regard thereto.

3.5 Each party shall bear his/its own attorneys’ fees and costs associated with the investigation, prosecution and defense of this matter, and each party waives any claim to recover its attorneys’ fees and/or costs.

4. NO DISPARAGEMENT: The parties agree that they shall not disparage or denigrate each other, their officers, directors, managing agents, or shareholders to any person or entity for any reason, and will not author, disseminate, publish or convey any unflattering,

TREPP V. BELCO PACKAGING SYSTEMS, INC.
AGREEMENT OF SETTLEMENT AND GENERAL RELEASE
Page 3 of 10

negative, or otherwise disparaging remarks, comments, or writings regarding the parties. Employee is not, however, precluded from disclosing factual information pertaining to any claims Employee has made or filed in court and/or with any administrative agency relating to alleged unlawful act(s) in the workplace that Employee has reason to believe is/are unlawful.

5. ACKNOWLEDGMENTS:

5.1 Employee acknowledges that upon receipt of the payments referenced in paragraph 3, he has received all compensation and/or wages due to him for services rendered prior to termination of Employee's employment, including but not limited to, accrued and unpaid vacation time due through and including Employee last day of work, and that Employee is not entitled to any other payments or benefits of any kind including, but not limited to, regular wages, overtime wages, waiting time penalties, meal period or rest period penalties, bonuses, commissions, expense reimbursement or any other compensation or benefits of any kind.

6. GENERAL RELEASES: In consideration for the payment of settlement proceeds set forth in paragraph 3, and for other good and valuable consideration, Employee promises, agrees, and generally releases as follows:

6.1 Except as to such rights or claims as may be created by this Agreement, Employee releases the Company and each of its owners, partners, shareholders, directors, Employees, affiliated entities, officers, agents, supervisors, attorneys, insurance carriers and other insurers, successors, and assigns (collectively, "the Releasees"), from any and all claims, demands, and causes of action heretofore or hereafter arising out of, connected with, or incidental to Employee's employment and/or contractual relationship with the Company, including without limitation on the generality of the foregoing, any and all claims, demands, or threatened causes of action described more fully in paragraphs 2.1 - 2.2. Employee also specifically waives any and all claims or actions he may have for wrongful termination, breach

TREPP V. BELCO PACKAGING SYSTEMS, INC.
AGREEMENT OF SETTLEMENT AND GENERAL RELEASE
Page 4 of 10

of any implied, written or oral contract, constructive discharge, breach of any implied covenant of good faith and fair dealing, retaliation, breach of any oral or written promise, defamation, intentional or negligent infliction of emotional distress, and for any claim, right, or action arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, California Labor Code section 2082, any claim or right arising from any other federal, state or municipal statute, or any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other monetary compensation, reimbursement, or other benefits. Employee does not, however, waive any claims he has or may have for unemployment, social security or workers' compensation benefits (with the exception of any claims for increased benefits under Labor Code sections 132a and 4553).

6.2 If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which any of the Releasees is a party. However, nothing herein will be construed as a limitation on Employee's right to continue to serve as the lead Plaintiff for purposes of seeking settlement approval in the Action.

6.3 After the Effective Date and payment of all consideration, Employee will immediately dismiss any claims and/or charges (if any), including administrative charges or lawsuits, filed against the Releasees based on events occurring prior to the date of execution of this Agreement.

6.4 Employee will not file, instigate, or otherwise pursue any civil or administrative claims against the Releasees, or any of them, relating to Employee's employment

TREPP V. BELCO PACKAGING SYSTEMS, INC.
AGREEMENT OF SETTLEMENT AND GENERAL RELEASE
Page 5 of 10

or contractual relationship with the Company and the termination thereof, with or in any federal, state, or municipal court or administrative agency.

6.5 Employee waives the benefit of the provisions of section 1542 of the Civil Code of the State of California, which provides as follows:

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 must have materially affected his or her settlement with the debtor or released party.

7. REPRESENTATIONS AND WARRANTIES: Each of the parties represents and warrants as follows:

7.1 The parties have had the opportunity to seek independent legal advice from their respective attorney(s) with respect to the advisability of making this settlement, with respect to the advisability of executing this Agreement, and with respect to the meaning of California Civil Code section 1542.

7.2 No party (nor any officer, agent, partner, Employee, representative, insurer, or attorney of or for any party), has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement, and no party relies upon any statement, representation or promise of any other party (or of any officer, agent, partner, Employee, representative, insurer, or attorney for any other party), in executing this Agreement, or in making this settlement, except as expressly stated in this Agreement.

7.3 The parties have made such investigation of the facts pertaining to this settlement and this Agreement, and of all the matters pertaining thereto, as they deem necessary.

7.4 Employee has not assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

TREPP V. BELCO PACKAGING SYSTEMS, INC.
AGREEMENT OF SETTLEMENT AND GENERAL RELEASE
Page 6 of 10

7.5 Each term of this Agreement is contractual and not merely a recital.

7.6 Employee is aware that he may discover claims or facts in addition to or different from those he now knows or believes to be true. Nevertheless, it is Employee's intention to fully, finally, and forever settle and release all such matters which do now exist, may exist, or have existed with regard to Employee's employment and/or contractual relationship with the Company.

8. **RESPONSIBILITY FOR SATISFACTION OF ALL LIENS:** Employee represents and warrants that all bills, costs or liens resulting from or arising out of Employee's alleged injuries, claims and/or the Action are Employee's responsibility to pay. Employee agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, that arise from or are related to payments made or services provided to Employee or on Employee's behalf. Employee represents and warrants that he is not aware of the existence of any lien, including but not limited to Medicare lien(s), and agrees to assume responsibility for all expenses, costs or fees incurred by Employee related to Employee's alleged injuries, claims and/or the Action including without limitation, all Medicare conditional payments and/or liens, subrogation claims, liens, or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Employee will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

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9. WAIVER OF CLAIMS UNDER THE AGE DISCRIMINATION IN

EMPLOYMENT ACT OF 1967: This Agreement contains a general release of all claims that Employee has or may have against the Releasees, including all claims for age discrimination contemplated under the Age Discrimination in Employment Act of 1967. Employee is specifically advised to consult with an attorney prior to executing this Agreement. Employee understands that Employee has 21 days from when he receives a copy of the Agreement in which to consider whether he should sign this Agreement, and has been advised that if he signs this Agreement, he will be given seven days following the date on which he signs the Agreement in order to revoke the Agreement. The general release will not be effective until after the seven-day period has lapsed.

10. NO ADMISSIONS: This Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by the Company of any liability of any kind to Employee. The Releasees specifically deny any liability in connection with any claims and intend hereby solely to avoid litigation and buy their peace.

11. NO COOPERATION: Employee will not encourage, counsel, incite, or assist any past, current, or future Employee(s) of the Company, or any attorney(s) or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Releasees, and any of them, unless under a subpoena or other court order to do so. Employee is not, however, precluded from disclosing factual information pertaining to any claims Employee has made or filed in court and/or with any administrative agency relating to alleged unlawful act(s) in the workplace that Employee has reason to believe is/are unlawful.

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TREPP V. BELCO PACKAGING SYSTEMS, INC.
AGREEMENT OF SETTLEMENT AND GENERAL RELEASE
Page 8 of 10

12. CONFIDENTIALITY:

12.1 The parties agree that this Agreement and the terms embodied herein are to be treated confidentially, and the parties agree not to disclose said terms to anyone except their attorney, tax consultant, or to the extent disclosure is required by law. Employee further agrees that neither he nor his attorney will disclose to any person or entity the existence or nature of Employee's alleged claims against the Releasees for any reason. Employee represents and warrants that neither he nor his attorney has disclosed the terms of this Agreement to anyone else. Additionally, Employee agrees to expressly instruct and direct his attorneys to abide by the confidentiality obligation imposed by this section. Employee agrees that he will be jointly and severally liable for any breach of this provision by his spouse, attorney, or tax consultant.

12.2 The parties understand that they would not have entered into this Agreement without their mutual agreement to treat the terms of this Agreement confidentially. The parties also understand that should any party disclose the terms of this Agreement or the existence or nature of his claims against the Releasees in violation of his agreement to treat such terms confidentially, the parties may suffer substantial damages which may be extremely difficult to calculate. (Such damages might include, but are not limited to, the costs of defending and resolving suits by other current, future, or former Employees of the Company who might seek similar settlements.) The parties therefore agree that in the event that any party breaches the agreement of confidentiality (except as expressly permitted above and herein), the amount of damages presumed to have been suffered by the parties will be \$5,000 per proven occurrence and the parties will be entitled to recover that amount from each other as liquidated damages.

13. RETURN OF COMPANY PROPERTY: Employee will immediately return to the Company all company property in his possession, custody, or control, including but not limited to the Company's Confidential Information, keys, key cards, cellular phones and other

TREPP V. BELCO PACKAGING SYSTEMS, INC.
AGREEMENT OF SETTLEMENT AND GENERAL RELEASE
Page 9 of 10

electronic communication devices, computer equipment, computer disks or files, business information and records, machines, and any other such property.

14. MISCELLANEOUS:

14.1 This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

14.2 This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing.

14.3 This Agreement is binding upon and shall inure to the benefit of the parties, their respective agents, representatives, partners, officers, directors, divisions, subsidiaries, affiliates, parent companies, assigns, heirs, successors in interest, shareholders, attorneys, insurers, and adjusters.

14.4 Each of the parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

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TREPP V. BELCO PACKAGING SYSTEMS, INC.
AGREEMENT OF SETTLEMENT AND GENERAL RELEASE
Page 10 of 10

14.5 This Agreement may be executed electronically (i.e., DocuSign), and/or in counterparts.

14.6 This Agreement consists of ten (10) pages, and is made and entered into on the dates indicated below.

Dated: April 14, 2022


Eric A Trepp (Apr 14, 2022 14:31 PDT)

Eric Trepp

FOR BELCO PACKAGING SYSTEMS, INC.

Dated: 5/11/2022

By: 
A. MICHAEL MISINA
Name
PRESIDENT
Title

APPROVED AS TO FORM:

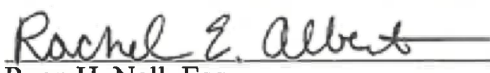
WEST COAST EMPLOYMENT LAWYERS, APLC

Dated: April 14, 2022

By: 
Ronald L. Zambrano, Esq.
Crystal F. Mohsin, Esq.
Attorneys for Plaintiff

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

Dated: 5/12/2022

By: 
Ryan H. Nell, Esq.
Rachel E. Albert, Esq.
Attorneys for Defendant

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1147 South Hope Street, Los Angeles, CA 90015.

On July 12, 2022, I served the foregoing documents described as: **JOINT SETTLEMENT AND RELEASE OF CLAIMS** on the interested parties in this action by placing a true copy or original thereof enclosed in a sealed envelope, addressed as follows:

Ryan H. Nell, Esq.	Attorneys for Defendant
Rachel E. Albert, Esq.	BELCO PACKAGING SYSTEMS, INC.
PETTIT KOHN INGRASSIA LUTZ & DOLIN	
PC	
5901 W. Century Blvd., Suite 1100	
Los Angeles, CA 90045	

- ☐ **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such documents to be delivered via facsimile transmittal to the office of the addressee. The transmission(s) reported as complete and without error.
- ☒ **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**
- ☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such documents to be delivered via express service carrier to the office of the addressee.
- ☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be hand-delivered to the office of the addressee.

☒ State ☐ Federal

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

Executed on July 12, 2022, at Los Angeles, California.



Marlyn Cortez

1 I am employed in the County of Los Angeles, State of California. I am over the age of
2 eighteen and not a party to the within action. My business address is 1147 South Hope Street, Los
3 Angeles, CA 90015.

4 On September 2, 2022, I served the foregoing documents described as: **DECLARATION**
5 **OF RONALD ZAMBRANO IN SUPPORT OF MOTION FOR APPROVAL OF THE**
6 **PAGA SETTLEMENT** on the interested parties in this action by placing a true copy or original
7 thereof enclosed in a sealed envelope, addressed as follows:

8 Ryan H. Nell, Esq.

9 *rnell@pettitkohn.com*

10 Rachel E. Albert, Esq.

11 *ralbert@pettitkohn.com*

12 PETTIT KOHN INGRASSIA LUTZ &

13 DOLIN PC

14 5901 W. Century Blvd., Suite 1100

15 Los Angeles, CA 90045

Attorneys for Defendant

BELCO PACKAGING SYSTEMS, INC.

16 ☐ **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice
17 of collection and processing documents for mailing. Under that practice it would be deposited
18 with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles,
19 California, in the ordinary course of business. I am aware that on motion of the party served,
20 service is presumed invalid if postal cancellation date or postage meter date is more than one
21 day after date of deposit for mailing in affidavit.

22 ☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such
23 documents to be delivered via facsimile transmittal to the office of the addressee. The
24 transmission(s) reported as complete and without error.

25 X **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**

26 ☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such
27 documents to be delivered via express service carrier to the office of the addressee.

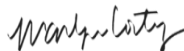
28 ☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to
be hand-delivered to the office of the addressee.

X State

☐ Federal

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

Executed on September 2, 2022, at Los Angeles, California.



Marlyn Cortez

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1147 South Hope Street, Los Angeles, CA 90015.

On September 2, 2022, I served the foregoing documents described as: **DECLARATION OF RONALD ZAMBRANO IN SUPPORT OF MOTION FOR APPROVAL OF THE PAGA SETTLEMENT** on the interested parties in this action by placing a true copy or original thereof enclosed in a sealed envelope, addressed as follows:

California Labor & Workforce Development
Agency
LWDA
800 Capitoll Mall, Suite 5000
Sacramento, California 95814
email@labor.ca.gov

X **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such documents to be delivered via facsimile transmittal to the office of the addressee. The transmission(s) reported as complete and without error.

X **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**

☐ **BY OVERNIGHT DELIVERY (CCP §1013(c)(d) and CCP §2015.5):** I caused such documents to be delivered via express service carrier to the office of the addressee.

☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be hand-delivered to the office of the addressee.

X State ☐ Federal

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

Executed on September 2, 2022, at Los Angeles, California.



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Attorneys for Plaintiff,
ERIC TREPP

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ERIC TREPP, as an individual, On Behalf
of Himself and All Other Aggrieved
Employees, and On Behalf of the General
Public as Private Attorneys General;

Plaintiffs,

v.

BELCO PACKAGING SYSTEMS, INC., a
California business corporation; and DOES
1 through 10,

Defendants.

Case No. 20STCV37995

*Assigned For All Purposes To The
Honorable Judge Richard J. Burdge*

Department: 37

**[PROPOSED] ORDER RE APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

1 **[PROPOSED] ORDER**

2

3 Having considered Plaintiff's Motion for Approval of PAGA Settlement, the papers,
4 declaration and declarations, the Court orders as follows:

5

6 The Settlement of the PAGA claim in this matter is approved as follows:

7

8 The Gross Settlement Fund is \$25,00.00 is divided as follows:

- 9
- 10 1. Attorney's fees at 20% of the settlement, or \$5,000.00;
- 11
- 12 2. Administration expenses of \$3,500.00; and
- 13
- 14 3. The remaining amount of is \$16,500.00 in PAGA penalties to be distributed as 75%
- 15 (or \$12,375.00) to the LWDA and 25% (or \$4,125.00) to the Aggrieved Employees
- 16 as defined in the Settlement Agreement.
- 17
- 18
- 19
- 20

21 Dated:

22

23

24 _____
25 JUDGE OF THE SUPERIOR COURT
26 FOR THE STATE OF CALIFORNIA
27
28