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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

OSCAR NOGUERA, VALERIE CAMPOS
FLORES, DANIEL MARTINEZ, VERA
HOWARD and EDMUNDO FLORES,
individuals, on behalf of themselves and on behalf
of all persons similarly situated,

Plaintiffs,

v.

METAL CONTAINER CORPORATION, a
California Corporation; and Does 1 through 50,
Inclusive,

Defendants.

Case No.: RIC2003235
[Consolidated with RIC2004156]

**DECLARATION OF LAURA SINGH
(ON BEHALF OF CPT GROUP, INC.)
WITH RESPECT TO
NOTIFICATION AND
ADMINISTRATION**

Hearing Date: September 22, 2022
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 6

Action Filed: August 17, 2020
Trial Date: Not set

1 I, Laura Singh, declare as follows:

2 1. I am employed by CPT Group, Inc., the Court-approved class action Settlement
3 Administrator for *Noguera, et al., v. Metal Container Corporation*, as a Supervising Case
4 Manager. I have personal knowledge of the facts set forth in this Declaration, and if called as a
5 witness, I could and would testify competently thereto.

6 2. Settlement Administrator (“CPT”) has extensive experience in providing notice
7 of class actions and administering class action settlements. In the past 30 years, we have
8 provided notification and/or claims administration services in over one thousand class action
9 cases.

10 3. CPT was selected by the parties to administer the settlement in this action. In this
11 capacity, CPT was charged with (a) printing and mailing to Class Members the *Notice of*
12 *Proposed Settlement of Class and PAGA Action and Hearing Date for Final Court Approval,*
13 *Request for Exclusion Form*, and *Objection Form* (hereinafter collectively referred to as the
14 “Notice”); (b) processing undeliverable mail and locating updated addresses for Class
15 Members; (c) receiving other communications about the settlement; (d) notifying the parties of
16 the number of Class Members who filed timely requests for exclusion; (e) notifying the parties
17 of the number of Class Members who filed untimely or deficient requests for exclusion, and
18 taking steps to cure the deficiencies; (f) establishing and maintaining a toll free case hotline
19 where Class Members can speak to case representatives regarding case specific questions; and
20 (g) will be responsible for calculating and mailing the Settlement Class checks to Participating
21 Class Members as well as completing any associated tax reporting to the State and Federal tax
22 authorities.

23 4. CPT received the Court-approved text for the Notice from Counsel on May 24,
24 2022. CPT prepared a draft of the Notice for mailing to the class members. Attached hereto as
25 Exhibit A is a true and correct copy of the Notice.

26 5. On June 7, 2022, CPT received a data file from Counsel containing the Class
27 database for the purpose of mailing Notices to Class Members. The finalized mailing list
28 contained three hundred seventeen (317) Class Members.

1 6. On June 20, 2022, CPT ran a National Change of Address (NCOA) search in
2 attempt to update the addresses on the class list and ensure it was as accurate as possible. A
3 search of this database provided updated addresses for any individual who had moved in the
4 previous four years and notified the U.S. Postal Service of their change of address.

5 7. The Notices were enclosed in an envelope with the Class Member's name and
6 known address printed on the envelope. On June 21, 2022, the Notice was mailed via U.S. first
7 class mail to all 317 Class Members. The Notice indicated a deadline date of August 5, 2022, to
8 dispute the number of workweeks, to submit a written objection or request exclusion from the
9 settlement.

10 8. As of the date of this declaration, zero (0) Notices have been returned to our
11 office by the U.S. Postal Service. As of the date of this declaration, a total of zero (0) Notices
12 are deemed undeliverable.

13 9. As of the date of this declaration, CPT has received one (1) response, of which
14 one (1) was a request for exclusion, though this individual will remain a PAGA Participating
15 Class Member. The individual who requested exclusion was Carey Stark.

16 10. As of the date of this declaration, CPT has received zero (0) objections and zero
17 (0) disputes regarding workweeks.

18 11. As of the date of this declaration, CPT reports a total of three hundred sixteen
19 (316) Participating Class Members, representing 99.68% of the Class.

20 12. Pursuant to the terms of the Settlement, Participating Class Members will receive
21 a proportionate share of the Net Settlement Amount, currently estimated to be \$668,000.00,
22 based on the number of weeks worked during the Class Period. The total number of weeks
23 worked for the three hundred sixteen (316) Participating Class Members is 56,726. Based on
24 estimated settlement calculations at this time, the estimated weekly rate is \$11.78, the average
25 gross payment to each Participating Class Member is estimated to be \$2,113.92 and the highest
26 gross payment is estimated to be \$3,097.06. Additionally, the individual settlement payments to
27 the Plaintiffs are \$2,107.89 for Oscar Noguera, \$3,097.06 for Valerie Campos Flores, \$3,097.06
28 for Daniel Martinez, \$2,578.92 for Vera Howard, and \$3,097.06 for Edmundo Flores.

13. Pursuant to the terms of the Settlement, PAGA Members will receive a proportionate share of the PAGA amount allocated to PAGA Members, currently estimated to be \$6,250.00, based on the number of weeks worked during the PAGA Class Period. The total number of weeks worked for the three hundred seventeen (317) PAGA Participating Class Members is 16,254. Based on estimated settlement calculations at this time, the estimated PAGA weekly rate is \$0.38, the average gross payment to each PAGA Member is estimated to be \$19.71 and the highest gross payment is estimated to be \$22.30.

14. The entire Net Settlement Amount was used to calculate the estimated amount for each Participating Class Member:

Gross Settlement Amount	\$1,150,000.00
Less Class Counsel Fees	(\$379,500.00)
Less Class Counsel Costs	(\$16,000.00)
Less Class Representative Service Payments	(\$50,000.00)
Less LWDA Payment	(\$18,750.00)
Less PAGA Settlement to PAGA Members	(\$6,250.00)
<u>Less Settlement Administration Expenses</u>	<u>(\$11,500.00)</u>
Net Settlement Amount	\$668,000.00

15. CPT will charge a total of \$11,500.00 in costs associated with the administration of the settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed this 23rd day of August 2022, at Irvine, California.

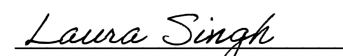

LAURA SINGH

EXHIBIT A

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

***Noguera v. Metal Container Corporation, Superior Court of the
State of California, County of Riverside, Case No. RIC2003235***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Settlement Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at 8:30 a.m. on September 22, 2022 at the Riverside County Superior Court, located at 400 Main Street, Riverside, California, in Department 10 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the "Court") has been reached between Plaintiffs Oscar Noguera, Valerie Campos Flores, Daniel Martinez, Vera Howard, and Edmundo Flores (collectively, "Plaintiffs") and Defendant Metal Container Corporation ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are current or former non-exempt employees employed by Defendant in California at any time during the Class Period ("Class Members" or "Class").

The “Class Period” is August 17, 2016 through September 1, 2021.

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is the lawsuit about?

On August 17, 2020, Plaintiffs initiated a class action against Defendant, entitled *Oscar Noguera, et al. v. Metal Container Corporation*, Riverside Superior Court, Case No. RIC 2003235 (“Class Action”). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal period, failure to provide rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, and failure to pay wages timely at termination.

On October 9, 2020, plaintiff Oscar Noguera filed a Complaint against Defendant titled *Oscar Noguera v. Metal Container Corporation*, Riverside Superior Court, Case No. RIC 2004156 (“PAGA Action”). The PAGA Action asserted a single cause of action for violation of the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). On October 16, 2020, Plaintiffs sent an amended PAGA Notice to the LWDA which added plaintiffs Valerie Campos Flores, Daniel Martinez, Vera Howard and Edmundo Flores and clarified violations under California Labor Code Section 226(a), among things (together with plaintiff Noguera’s prior letter to the LWDA dated June 18, 2020, the “PAGA Letters”).

On June 16, 2021, the Court ordered the PAGA Action to be combined under the Class Action (together, the “Action”). On June 16, 2021, Plaintiffs filed a Consolidated Complaint in the Class Action which combined both the class claims and the PAGA claims against Defendant into a single action.

Defendant denies and disputes all such claims. Specifically, Defendant contends Plaintiffs and the Class Members were properly compensated for all wages under California law; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiffs or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or PAGA action.

The Court granted preliminary approval of the Settlement on May 24, 2022 and determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Class Settlement Shares to Class Members, the Settlement Administration Expenses, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Class Settlement Shares allocated to wages shall be separately paid by Defendant.

Within fifteen (15) business days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” means the date the Judgment is

entered by the Court, or if there are objections or any appeal of the Judgment, the date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Fifteen business (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Class Settlement Shares to Participating Class Members.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Class Settlement Shares are made to Participating Class Members:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$15,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed 33% of the Gross Settlement Amount, which is presently \$379,500, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$16,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class and PAGA Members on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each to the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$25,000 to resolve the claim for penalties under PAGA, \$18,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment"). The remaining \$6,250 will be distributed to the PAGA Members based on their respective pay periods worked during the PAGA Period, which is June 18, 2019 through September 1, 2021. "PAGA Members" are all individuals who are current or former non-exempt employees employed by Defendant in California at any time during the PAGA Period. All PAGA Members will be sent their PAGA Settlement Share and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Class Settlement Shares to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$664,500. The Class Settlement Share for each Participating Class Member will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of weeks worked by the Participating Class Members to determine a dollar amount per week ("Weekly Rate"); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Class Settlement Share. The number of weeks worked will be based on Defendant's records, however, Class Members have the right to challenge the number of weeks worked as explained below. A Class Member who worked only one week is estimated to recover approximately \$11.62 for that single week, minus applicable withholdings and deductions. A Class Member who worked every week during the Class

Period (263 weeks) could recover \$3,056.06, minus applicable withholdings and deductions. The average Class Settlement Share is estimated to be \$2,193. These amounts are subject to change, however, depending on the number of Class Members and workweeks involved, among other factors. Your estimated Class Settlement Share is set forth in Section 5 below.

Calculation of Payments to PAGA Members: The PAGA Settlement Share for each PAGA Member will be calculated as follows: (a) the Settlement Administrator shall divide the portion of the PAGA Payment being paid to PAGA Members (\$6,250) by the total number of weeks worked by the PAGA Members to determine a dollar amount per week (“PAGA Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each PAGA Member and multiply it by the PAGA Weekly Rate to calculate their PAGA Settlement Share. The number of weeks worked will be based on Defendant’s records, however, PAGA Members have the right to challenge the number of weeks worked as explained below. Your estimated PAGA Settlement Share is set forth in Section 5 below. You will receive your PAGA Settlement Share (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Twenty-five percent (25%) of each Class Settlement Share is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Seventy-five percent (75%) of each Class Settlement Share is in settlement of claims for interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your PAGA Settlement Share (if any) is also not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and PAGA Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Class and PAGA Settlement Shares to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Claims. “Released Claims” are defined as any and all claims for wages, damages, unpaid costs, penalties, liquidated damages, benefits, fringes, interest, attorney fees, litigation costs, restitution, or equitable relief, that were pled or that could have been pled against the Released Parties based on the factual allegations, circumstances, and/or primary rights set forth in the Action and PAGA Letters, including all claims under the California Labor Code, Industrial Welfare Commission Wage Orders and applicable law for: failure to pay wages (including minimum, regular, and overtime wages); regular rate of pay violations; failure to pay reporting time pay and/or split shift pay; failure to provide compliant meal and/or rest periods and associated premium payments; failure to pay wages timely during employment and upon termination; failure to maintain time and payroll records; failure to provide legally-compliant wage statements, failure to reimburse business expenses; all claims for violation of California Business and Professions Code including those in sections 17200 and 17203, arising from the above-referenced claims; and all claims for penalties under PAGA alleged in the PAGA Letters. Except it shall not include claims for wrongful termination in violation of public policy or violation of the California Government Code section 12940.

“Released Parties” is defined as Defendant and Defendant’s officers, directors, employees and agents

Class Release. As of the Effective Date and funding, Participating Class Members shall be deemed to have released and discharged the Released Parties of and from all Released Claims arising during the Class Period, except those asserted under PAGA (“Released Class Claims”).

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party for the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

PAGA Release. As of the Effective Date and funding, Plaintiffs and the State of California shall be deemed to have released and discharged the Released Parties of and from all Released PAGA Claims. “Released PAGA Claims” shall mean all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiffs’ PAGA Letters. Plaintiff does not release any aggrieved employee’s individual claim for wages or damages.. The release of the Released PAGA Claims shall be effective regardless of whether an individual submitted a request for exclusion from the Class.

5. How much will my payment be?

Your Class Settlement Share: Defendant’s records reflect that you have «QWorkweeksRounded» weeks worked during the Class Period (August 17, 2016 through September 1, 2021). **Based on this information, your estimated Class Settlement Share is «SettAmount»,** minus applicable withholdings and deductions.

Your PAGA Settlement Share: Defendant’s records reflect that you have «QPAGAPayPeriodsRounded» weeks worked during the PAGA Period (June 18, 2019 through September 1, 2021). **Based on this information, your estimated PAGA Settlement Share is «PAGAAmount».**

Your Class and PAGA Settlement Shares may be paid together in a single check, at the discretion of the Settlement Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than August 5, 2022.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: CPT Group, Inc. 1-888-598-3258.

The Court will hold a Final Approval Hearing on September 22, 2022 at 8:30 a.m. to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately by phone to request a replacement 1-888-598-3258. If the total funds from uncashed checks equals or exceeds \$20,000, those funds will be distributed to Participating Class Members who cashed their first checks. If the total funds from uncashed checks are less than \$20,000, the funds will be paid by charitable donation in accordance with California law to Chrysalis, a non-profit employment organization. If there is a second distribution, any funds remaining after the second distribution will be paid by charitable donation in accordance with California law to Chrysalis.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or “opt out.” **If you opt out, you will NOT receive your Class Settlement Share and you will not be bound by the release of Released Class Claims.** However, PAGA Members who opt out of the Class will still be paid their PAGA Settlement Share and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than August 5, 2022. A Request for Exclusion form is included with this Notice. The Request for Exclusion should state in substance: “I wish to be excluded from the Class in the *Noguera v. Metal Container Corporation* lawsuit.” The Request for Exclusion must state the Class Member’s full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Noguera v. Metal Container Corporation*, Case No. RIC2003235. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is *Noguera v. Metal Container Corporation*, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606. Absent good cause found by the Court, written requests for exclusion that are postmarked after August 5, 2022, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys’ fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing must include the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence should also state the name and number of the case, which is *Noguera v. Metal Container Corporation*, in the Superior Court of the State of California, County of Riverside, Case No. RIC2003235.

All written objections must be mailed to the Settlement Administrator at *Noguera v. Metal Container Corporation*, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606 with copies to the Parties’ counsel, no later than August 5, 2022.

Alternatively, Class Members may appear at the Final Approval Hearing at 8:30 a.m. on September 22, 2022 to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court’s tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely: <https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Class Settlement Share. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Marlene M. Moffitt
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, CA 92112
Tel: 858-652-3110 / Fax: 858-652-3101
Email: marlene.moffitt@ogletree.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 8:30 a.m. on September 22, 2022, in Department 10 of the Superior Court of California, County of Riverside, 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-888-598-3258 or write Noguera v. Metal Container Corporation, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606, or contact Class Counsel at 1-858-551-1223.

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Noguera v. Metal Container Corporation*. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Riverside (<https://ecomm1.riverside.courts.ca.gov/>) and entering the Case No. RIC2003235. The Settlement Agreement can be found in the Court file as Exhibit #1 to the Second Supplemental Declaration of Kyle Nordrehaug, filed on April 26, 2022,

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

Noguera v. Metal Container Corporation, Case No. RIC2003235
California Superior Court for the County of Riverside

To exclude yourself or “opt out” from the Class, complete, sign, and date this form, and then mail it on or before August 5, 2022 to the Settlement Administrator at the following address:

Noguera v. Metal Container Corporation
c/o CPT Group Inc.,
50 Corporate Park,
Irvine, CA 92606

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive a Class Settlement Share if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, PAGA Members who opt-out of the Class will still be paid their PAGA Settlement Share and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.

B. To exclude yourself or “opt out”, complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before August 5, 2022.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to OPT-OUT of the Class in the lawsuit entitled *Noguera v. Metal Container Corporation*, Superior Court of the State of California, County of Riverside, Case No. RIC2003235. I understand that by requesting to be excluded from the Class, I will not receive a Class Settlement Share, as described in the accompanying Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Defendant Metal Container Corporation:

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

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

OSCAR NOGUERA, VALERIE CAMPOS
FLORES, DANIEL MARTINEZ, VERA
HOWARD and EDMUNDO FLORES,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

METAL CONTAINER CORPORATION., a
California Corporation; and Does 1 through
50, Inclusive,

Defendants.

CASE NO.: **RIC2003235**
[Consolidated with RIC2004156]

OBJECTION FORM

Hearing Date: September 22, 2022
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 10

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR (CPT GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE AUGUST 5, 2022.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

[] I OBJECT to the *Noguera v. Metal Container Corporation* Settlement on the following grounds:

[Form continues on reverse side]

[] I will attend the hearing on the motion for final approval of the settlement

[] I am or will be represented by an attorney (provide name and address of attorney on lines below)

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN AUGUST 5, 2022:

Noguera v. Metal Container Corporation
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606