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Attorneys for Joann Torres, on behalf of herself and all
“aggrieved employees” pursuant to Labor Code § 2698 *et*
seq.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JOANN TORRES, on behalf of herself and
all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

FRICK PAPER COMPANY LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: 30-2020-01161120-CU-OE-CXC

*Assigned to the Honorable Randall J. Sherman,
Dept. CX-105*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF MOTION FOR AN
ORDER APPROVING SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004, AWARDING ATTORNEYS’ FEES,
COSTS, GENERAL RELEASE PAYMENT,
AND REIMBURSEMENT OF
SETTLEMENT ADMINISTRATION
EXPENSES, AND DISMISSING ACTION
WITH PREJUDICE**

Date: June 11, 2021

Time: 10:00 a.m.

Dept.: CX-105

RESERVATION NO.: 73529716

Complaint Filed: September 19, 2018

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Joann Torres ("Plaintiff" or
4 "Torres") in this action. I have personal knowledge of the facts set forth herein and if called as a
5 witness to testify to them, I could and would do so competently.

6 **Counsel's Experience and Recommendation:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
12 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Since becoming a member of the Bar, I have practiced law with my partner/father,
14 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in
15 business, real estate, and employment disputes like this one. Over 75% of my practice is devoted
16 to complex employment litigation similar to the instant action.

17 5. My firm has represented employees in complex employment matters such as this
18 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
19 Court-approved class and representative counsel in hundreds of class and representative action
20 matters since my admission to the Bar. Attached hereto as **Exhibit A** is a true and correct list of
21 the cases in which I have represented employees in wage and hour matters been appointed as class
22 and representative counsel.

23 **Background and Procedural History**

24 6. On July 8, 2020, pursuant to Labor Code § 2699.3, Plaintiff gave written notice by
25 online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail,
26 return receipt requested, to Defendant of the specific provisions of the Labor Code alleged to have
27

1 been violated, including the facts and theories to support the alleged violation. Attached as **Exhibit**
2 **B** hereto is a true and correct copy of Plaintiff's July 8, 2020 letter to the LWDA.

3
4 7. On September 18, 2020, and after the LWDA declined to take action within the
5 statutorily permissible time with respect to Plaintiff's July 8, 2020 letter, Plaintiff filed her
6 representative action complaint in the Orange County Superior Court.

7
8 8. In sum, the value achieved by the Settlement may be gleaned from the fact that the
9 LWDA and the approximately 300 Aggrieved Employees encompassed by the Settlement will
10 receive no less than \$53,098.53 under the terms of the Settlement, which, pursuant to the operative
11 statute, shall be allocated "75 percent to the Labor and Workforce Development Agency . . . and
12 25 percent to the aggrieved employees." *See Cal. Lab. Code* § 2699(i). This is a reasonable
13 recovery, not only because further litigation may have resulted in a net-zero recovery based on the
14 defenses asserted by Defendant, but because the amount secured by Plaintiff is sizable and in line
15 with similar settlements of these types of claims under PAGA. It is also important to underscore
16 that all penalty amounts paid to Aggrieved Employees will be an unexpected windfall, as
17 employees typically do not bring individual lawsuits asserting only PAGA penalties.

18
19 9. Defendant Frick Paper Company LLC ("Defendant"), doing business as Paper Mart,
20 is a wholesale supplier of paper-based products, including boxes, containers, shipping supplies, and
21 bags. Defendant is located in Orange, California.

22
23 10. Defendant employed Plaintiff Joann Torres as a non-exempt employee between
24 September 2010 and March 2020. The Aggrieved Employees are all non-exempt employees of
25 Frick Paper LLC employed in California at any time between July 7, 2019 and March 5, 2021.

26
27 11. In this action, Plaintiff asserts claims that Defendant failed to: compensate Plaintiff
28 and Aggrieved Employees with all minimum and overtime pay due to its allegedly unlawful time
rounding practice, in violation of Labor Code §§ 510 and 1194; provide legally compliant rest
breaks to Plaintiff and all Aggrieved Employees, in violation of Labor Code § 226.7; provide
legally compliant meal breaks to Plaintiff and all Aggrieved Employees, in violation of Labor Code
§§ 226.7 and 512; pay Plaintiff and Aggrieved Employees for all accrued, but unused, vacation

1 wages upon separation of their employment, instead requiring their forfeiture, in violation of Labor
2 Code §§ 201-202, 227.3, 510, 558, and 1194; timely pay wages during employment to Plaintiff and
3 all Aggrieved Employees, in violation of Labor Code §§ 201-203; and issue accurately itemized
4 wage statements to Plaintiff and all Aggrieved Employees in violation of Labor Code §§ 226(a)
5 and 226.3. Plaintiff asserts these claims under PAGA, seeking civil penalties for the alleged Labor
6 Code violations.

7 **Compliance with Procedural Requirements of PAGA:**

8
9 12. Plaintiff submitted the Settlement Agreement, this Motion, and all supporting
10 documents to the LWDA via online upload on May 18, 2021, concurrently with the filing of this
11 Motion. Service of the LWDA is reflected on the Declaration of Service submitted herewith.

12 **Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:**

13 13. My colleagues and I engaged in targeted, informal discovery of Defendant's alleged
14 Labor Code violations, which specifically targeted evaluating the strength and value of the PAGA
15 claims in preparation for a resolution of this Action.

16 14. We, and our retained expert, obtained and reviewed multiple documents, including
17 (i) Plaintiff's employee file and wage statements, (ii) policy documents relating to the employment
18 of Plaintiff and other aggrieved employees, (iii) time and wage records for a sample of Aggrieved
19 Employees, and (iv) data relating to the number of Aggrieved Employee and their total pay periods
20 worked, alleged violations and the value of the recoverable penalties.

21 15. Based on the information received, as well as through discussions with Defendant's
22 Counsel, Plaintiff's Counsel was able to (i) determine the total number of distinct individuals falling
23 within the definition of "Aggrieved Employee" for the relevant statutory period, and (ii) construct
24 a damage model that calculated the maximum realistic amount of PAGA penalties that could be
25 levied against Defendant within the Release Period. Defendant, however, disputed Plaintiff's
26 claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

27 16. Based on my experience, and that of my colleagues, in litigating similar
28 "representative" wage and hour claims, the degree of investigation that was conducted and the

1 amount of data that was obtained was sufficient to determine the potential value of the PAGA claim,
2 and to evaluate the strength of this claim for purposes of settlement.

3
4 17. On March 5, 2020, the Parties participated in a mediation session with respected
5 mediator Steve Mehta, Esq. During the mediation, the parties engaged in arm's-length negotiations
6 but reached an impasse. Mr. Mehta successfully brought the parties to agree on a resolution of the
7 PAGA claims asserted in the action within a few weeks following mediation. Attached hereto as
8 **Exhibit C** is a true and correct copy of the Private Attorneys General Act (Labor Code § 2698 *et*
9 *seq.*) Settlement Agreement, which was jointly prepared by the Parties.

10 **Analysis of Claims For Settlement:**

11 18. This case addresses violations of important employee protections embodied in the
12 California Labor Code – namely, that Defendant failed to compensate employees for all minimum
13 wages and overtime pay due to its time clock rounding practice, in violation of Labor Code §§ 510
14 and 1194; failed to provide legally compliant rest breaks to employees, in violation of Labor Code
15 § 226.7; failed to provide legally compliant meal breaks to employees, in violation of Labor Code
16 §§ 226.7 and 512; failed to pay Plaintiff and Aggrieved Employees for all accrued, but unused,
17 vacation wages upon separation of their employment, instead requiring their forfeiture, in violation
18 of Labor Code §§ 201-202, 227.3, 510, 558, and 1194; failed to timely pay wages during
19 employment to employees, in violation of Labor Code §§ 201-203; and failed to issue accurately
20 itemized wage statements to employees, in violation of Labor Code § 226(a).

21 19. Defendant's maximum theoretical exposure for PAGA penalties for all claims in
22 this action totals approximately \$2,935,550. This was computed as follows: (5,897 pay periods
23 where time clock rounding led to an underpayment by \$100 each = \$589,700) + (5,969 pay periods
24 for the rest break claim x \$100 each = \$596,900) + (2,383 pay periods for the meal break claim x
25 \$100 each = \$238,300) + (92 former employees for the waiting time claim x \$100 per employee =
26 \$9,200) + (92 former employees for the unpaid unused vacation wages claim x \$100 per employee
27 = \$9,200) + (5,969 pay periods for the wage statement claim x \$250 per pay period = \$1,492,250).

1 20. Plaintiff alleged that Defendant failed to pay Plaintiff and Aggrieved Employees all
2 minimum wages and overtime wages due in 5,897 pay periods, in violation of Labor Code §§ 510
3 and 1194. However, Plaintiff's expert concluded that approximately 42,000 shifts were subject to
4 an underpayment due to time clock rounding, but that the average underpayment was only 2.8
5 minutes per shift, such that the net underpayment to Aggrieved Employees was less than \$40,000.
6 Defendant maintained that its rounding policy was neutral, such that it fully complied with
7 California law. Plaintiff concluded that this claim was strong, but that due to the limited
8 underpayment of wages (if Plaintiff were to prevail on the claim at all), any award of PAGA
9 penalties would be greatly reduced based on the Court's discretion. As such, a compromise was
10 required to resolve this claim at this juncture of the litigation.

11 21. Plaintiff claimed that Defendant failed to offer or authorize uninterrupted ten-minute
12 on-the-clock rest periods to Plaintiff and Aggrieved Employees for every four hours worked or
13 major fraction thereof, but did not pay them premium wages in the amount of one hour's pay for
14 these denied rest periods, in violation of Labor Code § 226.7. Although Defendant appears to
15 maintain a legally compliant written rest period policy, Plaintiff argues that the policy was not put
16 into practice as written, such that employees were frequently denied proper rest periods. Plaintiff
17 further argued that Defendant's practice was to require employees to remain on the premises during
18 rest periods, which violates the holding of *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.
19 5th 257. However, due to the difficulties expected in prevailing on the merits on this claim,
20 including Defendant's compliant written rest period policy, the unsettled nature of the law, and
21 Defendant's challenges to the *Augustus* claim, Plaintiff was required to discount the value of this
22 claim for purposes of settlement at this juncture.

23 22. Plaintiff also contended that, as a result of Defendant's illegal meal period practices,
24 she and Aggrieved Employees were not always provided the meal periods to which they were
25 entitled. She also contends that when meal periods were provided, they were oftentimes late or cut
26 short. Although Defendant appears to maintain a legally compliant written meal period policy,
27 Plaintiff argues that the policy was not put into practice as written, such that employees were
28

1 frequently denied proper meal periods. Based on Plaintiff's expert's analysis of Defendant's time
2 and wage data, Defendant's meal period violation rate was approximately 26% (almost wholly
3 compromised of late first meal periods). These alleged violations occurred in approximately 2,383
4 pay periods among all employees during the Release Period. While Plaintiff argues that this claim
5 was valued at up to \$238,300, there were risks involved which required a discount for settlement
6 purposes, the most significant of which was Defendant's waiver argument – that employees
7 affirmatively chose to take their meal breaks after the end of the fifth hour, while Defendant
8 authorized them before this time, as required by law. Due to the difficulties expected in prevailing
9 on the merits on this claim, Plaintiff discounted it for purposes of settlement at this juncture.

10 23. Defendant is also alleged to have failed to pay Plaintiff and Aggrieved Employees
11 for all accrued, but unused, vacation wages upon separation of their employment, instead requiring
12 their forfeiture. Defendant contends that it fully complied with California law as to the payment of
13 vacation wages at the separation of employment, and that it never required forfeiture of such
14 vacation wages where California law forbids it. Only 92 Aggrieved Employees separated
15 employment with Defendant during the Release Period; the maximum value of this PAGA claim is
16 therefore \$9,200 based on 92 applicable pay periods.

17 24. Plaintiff also sought derivative penalties for defective wage statements and waiting
18 time. She, however, faced the risk that because these are wholly derivative claims (e.g., Plaintiff
19 must prevail on her underlying unpaid wage and meal and rest period claims to prevail on these
20 penalty claims), she would not recover on these claims at all. Some case law has suggested that
21 wage statement penalties and waiting time penalties will not stem from meal and rest period claims,
22 and the California Supreme Court is considering the issue. *See Ling v. P.F. Chang's China Bistro,*
23 *Inc.* (2016) 245 Cal.App.4th 1242, review denied (July 13, 2016). The value of these claims were
24 substantially discounted for settlement purposes in light of the fact that their recovery is highly
25 questionable.
26
27
28

1 **Settlement Terms:**

2 25. Defendant agrees to settle this matter for the payment of Three Hundred Fifty
3 Thousand Dollars (\$350,000.00) (hereinafter the "Settlement Sum"), which shall be all inclusive,
4 without reversion or discount, encompassing (i) all payments to the Labor and Workforce
5 Development Agency and Aggrieved Employees, (ii) any and all costs of third party administration
6 of the settlement, (iii) Plaintiff's Counsel's attorneys' fees and costs of suit, and (iv) a modest
7 general release payment to Plaintiff.

8 26. The total sum available for payment of PAGA penalties shall be calculated by
9 deducting up to \$127,605.88 for the payment of Plaintiff's Counsel's fees and costs (\$116,666.66
10 in fees and \$10,939.22 in costs), \$5,000 for the payment of Plaintiff's general release payment, and
11 the costs of administration (up to \$5,000) from the Settlement Sum, yielding approximately
12 \$212,394.12. Seventy-five percent (75%) of this amount, or \$159,295.59, shall be distributed to
13 the LWDA, and the remaining twenty-five percent (25%) or \$53,098.53, shall be distributed to the
14 Aggrieved Employees.

15 27. All non-exempt employees that performed work at any California location for
16 Defendant at any time during the PAGA Period will receive a pro rata share of the \$53,098.53
17 allocated to Aggrieved Employees, which shall be distributed based on the number of pay periods
18 each Aggrieved Employee worked for Defendant in California during the PAGA Period. Although
19 these calculations will not be made until after approval, a rough estimation of the value to the 300
20 individuals falling within the definition of "Aggrieved Employee" may be gleaned from the fact
21 that an equal division would provide about \$176.99 to each Aggrieved Employee, net of payments
22 to the LWDA, to the Settlement Administrator, attorney's fees and costs. The LWDA will be paid
23 \$159,295.59.

24 28. ILYM Group, Inc., a reputable settlement administration company, has agreed to
25 administer the settlement in an amount not to exceed \$5,000.

26 29. Based on my experience as noted above, the Settlement represents a substantial
27 recovery in light of the claims alleged, the risk of prevailing on the merits of the claims, the risk
28

1 the Court would apply its discretion to award less than the maximum potential penalty award, the
2 narrow scope of the release (only PAGA claims premised on specified Labor Code violations), and
3 the substantial payment to be made to the LWDA, which will be paid 75% of the net recovery of
4 civil penalties. Defendant also demonstrated substantial financial concerns, hence the installment
5 payment plan required by the Settlement. Considering these factors, Plaintiff has obtained a solid
6 result which is by any measure fair and reasonable, thereby warranting approval by the Court.
7

8 30. Defendant contends it acted within the requirements of California law at all times
9 as to all Aggrieved Employees. Moreover, it maintained that even if the Court did award penalties,
10 the Court could and would *substantially* reduce the penalties awarded based on the discretionary
11 factors contained in Labor Code § 2699(e)(2).

12 31. This case was taken on a contingency basis with the real risk that my office would
13 receive no compensation whatsoever for our efforts. The potential costs which we can be required
14 to advance in wage and hour representative actions like this one are substantial. Furthermore, as
15 described above, my firm has extensive experience in representative action litigation, particularly
16 in the employment context, and as detailed herein, the Aggrieved Employees and the State of
17 California reaped significant benefits. The success achieved by the Settlement supports my firm's
18 fee request. Further, my experience in litigating representative actions in this Court has been that
19 attorney fee requests have been approved and awarded in amounts that are 33 1/3% to 40% of the
20 total amount recovered in the action.

21 **Attorneys' Fees:**

22 32. This Court can undoubtedly appreciate that litigating a representative action case in
23 dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the
24 plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk in
25 the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency
26 basis with the real risk that my firm would receive no compensation whatsoever for our efforts.
27 The potential costs which we can be required to advance in wage and hour actions like this one are
28 substantial.

1 33. My firm has spent approximately 147.7 hours to date litigating this case. My firm
2 will incur out-of-pocket expenses in excess of \$10,939.22. Counsel expects to spend an additional
3 20 hours preparing for and attending the settlement approval hearing, and administering the
4 settlement through its conclusion, including anticipated communications with the Aggrieved
5 Employees, the settlement administrator, the LWDA, and Defendant's counsel.

6 34. Even with my firm's combined extensive experience litigating employment cases,
7 prosecuting these cases still carries a considerable amount of risk. There is the significant risk that
8 Plaintiff would not succeed in proving Defendant's liability at trial.

9 35. I have spent, and expect to spend, a total of 56.9 hours on this matter. Our of
10 counsel, Alex P. Katofsky, will spend a total of 48.7 hours on this matter. Our associate Sepideh
11 Ardestani has spent 8.0 hours on this matter. Our associate Evan S. Gaines has spent 39.5 hours
12 on this matter. Our of counsel, Miriam L. Schimmel, has spent 14.6 hours on this matter. Attached
13 hereto as **Exhibit D** is a time/task chart reflecting all work performed by my firm and its members
14 (and anticipated to be performed by members of our firm through the conclusion of this matter) in
15 connection with this litigation.

16 36. Over the past year, several California courts have approved the attorney hourly rates
17 proffered here as reasonable. My reasonable hourly rate is \$650. This is the rate prevailing in the
18 community for similar work performed by attorneys of comparable skill, experience, and
19 reputation, and has been approved as reasonable by several California state and federal courts over
20 the past nine months. Based on my education and experience as detailed above, this rate is
21 reasonable.

22 37. Mr. Katofsky is a highly skilled and experienced litigator with over 20 years of
23 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
24 Law. His hourly rate of \$700 is reasonable based on his education and experience and comports to
25 the market rate; it has been approved as reasonable by other California courts.

26 38. Ms. Ardestani is an eight-year lawyer with experience in litigation matters,
27 including employment law and class and representative actions. She is a 2004 graduate of
28

1 University of California, Los Angeles (B.A.), a 2009 graduate of Whittier School of Law (J.D.),
2 and a 2010 graduate of Santa Clara School of Law (L.L.M.). Her hourly rate of \$550 is reasonable
3 based on her education and experience and comports to the market rate; it has been approved as
4 reasonable by other California courts.

5 39. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of Law.
6 He graduated from the University of California, Santa Barbara in 2005. Evan's reasonable hourly
7 rate is \$550, which is based on his education and experience. This rate comports to the market rate
8 and has been approved by other California courts as reasonable.

9 40. Ms. Schimmel is also a highly skilled and experienced litigator, with over 21 years
10 of experience, primarily representing employees and employers in employment-related litigation.
11 She earned her Juris Doctor in 1996 from Loyola Law School, Los Angeles. Her hourly rate of
12 \$750 is reasonable based on her education and experience and comports to the market rate; it has
13 been approved as reasonable by other California courts.

14 41. One difficulty in determining hourly rates of attorneys of similar skill and
15 experience in the relevant community is the scarcity of hourly fee-paying clients in representative
16 action litigation. As a practical matter, few if any individual employees or consumers pay
17 attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such
18 cases are based on a contingency fee relationship. Therefore, there is no customary billing rate, but
19 the nature of representative action work should be strongly considered by the Court.

20 42. Representative action work also requires specialized learning and the willingness to
21 take large risks. Plaintiff's counsel has extensive experience in wage and hour representative action
22 litigation, particularly in the employment context, as detailed herein.

23 43. Furthermore, as described above, the Aggrieved Employees and the State of
24 California reaped significant benefits. The success achieved by the Settlement supports my firm's
25 fee request.

26 44. A small firm like ours can only properly litigate a limited number of cases at one
27 time. The requirements of this case were significant. Had we not reached a settlement with
28

1 Defendant, the demands of this case would have required a significant portion of our resources.
2 We were precluded from taking other employment cases due to the demands of litigating this case.

3 45. Plaintiff is submitting an attorney fee request equaling \$116,666.66 or one-third of
4 the Settlement Sum. This represents a very small multiplier of 1.07 on our firm's \$108,150 lodestar.
5 My experience in representative actions, as well as my review of fee awards in similar actions,
6 support my conclusion that the fee request is very reasonable and in line with the common practice
7 in this type of case.

8 **Counsel's Costs:**

9 46. My firm's total costs exceed \$10,939.22 and include primarily mediation fees and
10 expenses associated with mediation. A true and correct copy of an itemized list of costs incurred
11 by my firm in this action is attached hereto as **Exhibit E**. These costs were reasonably incurred in
12 litigating this matter.

13 I declare, under penalty of perjury, under the laws of the State of California, that the
14 foregoing is true and correct. Executed this 18th day of May 2021 at Calabasas, California.

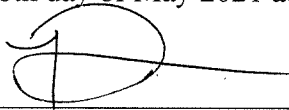
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16 _____
17 DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277 DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaience OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. CIVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B



A PROFESSIONAL LAW CORPORATION

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27200 AGOURA ROAD, SUITE 101

CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985

FAX (818) 703-8984

July 7, 2020

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Frick Paper Company LLC
2164 North Batavia Street
Orange, CA 92865

Defendant mailed certified # 70190700000201200193

Agent for Service of Process for
Frick Paper Company LLC
Buffy Simoni
2164 North Batavia Street
Orange, CA 92865

Agent mailed certified # 70190700000201200186

Re: ***Labor Code Violations of Frick Paper Company LLC dba Paper Mart—Compliance
Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Joann Torres, a former non-exempt California employee of Frick Paper Company LLC ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to pay all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558, 1194, 1197 and 1197.1, when it rounded down the hours reflected on our client's and Aggrieved Employees' time records to pay fewer hours than were actually worked. On a weekly basis, this rounding deprived our client and other Aggrieved Employees of significant hours worked and wages due. These failures to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510, 558 and 1194.

Our client also alleges that Defendant failed to pay premium wages to her and other Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7, 558, 1198 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. When they were able to take a rest period, they were not permitted to leave the Defendant's premises, in violation of Labor Code §§ 226.7, 558, 1198 and IWC Wage Order No. 4-2001.

Labor & Workforce Development Agency
Frick Paper Company LLC dba Paper Mart
Buffy Simoni
July 7, 2020
Page 2

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558, 1198 and IWC Wage Order 4-2001. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. When they were able to take a meal period, they were oftentimes, late, cut short, or on-duty, in violation of Labor Code §§ 226.7, 512, 558, 1198 and IWC Wage Order 4-2001.

Our client further alleges that Defendant failed to provide her and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code §§ 226(a)(9) and 226.3.

Defendant failed to pay our client and Aggrieved Employees for all accrued, but unused vacation wages upon separation of their employment, instead requiring their forfeiture. This violates Labor Code § 201-202, 227.3, 510, 558, and 1194.

Our client further alleges that Defendant failed to pay her all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees.

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

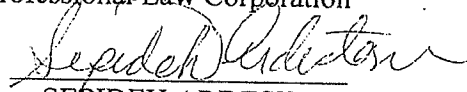
Labor & Workforce Development Agency
Frick Paper Company LLC dba Paper Mart
Buffy Simoni
July 7, 2020
Page 3

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By:


SEPIDEH ARDESTANI

cc: Joseph Tojarieh, Esq.

EXHIBIT C

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Joann Torres v. Frick Paper Company LLC

(Orange County Superior Court, Case Number 30-2020-01161120-CU-OE-CXC)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“**Agreement**”).

This Agreement is made by and between Defendant Frick Paper Company LLC (“**Defendant**” or “**FRICK**”), Plaintiff Joann Torres (“**Plaintiff**” or “**TORRES**”), for herself, individually, and on behalf of the State of California, and the law firms defined below as “**Plaintiff’s Counsel**” and “**Defense Counsel**” (FRICK, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “**Parties**”).

The Parties agree that the Litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of FRICK to pay the total gross sum of Three Hundred Fifty Thousand U.S. Dollars and no cents (\$350,000.00) (hereinafter referred to as the “**Settlement Sum**”) for settlement of the Private Attorneys General Act (“**PAGA**”) penalties, which shall be inclusive of Plaintiff’s Counsel’s attorneys’ fees and costs, the settlement administrator’s fees and costs, and a payment in resolution of Plaintiff’s individual claims.

Article I.

Definitions.

Section 1.01 Definitions.

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

- (a) “**Aggrieved Employees**” means all non-exempt employees of Frick Paper LLC employed in California at any time between July 7, 2019 and March 5, 2021. FRICK represents and warrants that there are no more than 300 Aggrieved Employees who worked no more than 8,100 pay periods during this time period.
- (b) “**Complaint**” means the operative Complaint filed by Plaintiff on September 18, 2020 in Orange County Superior Court, Case No. 30-2020-01161120-CU-OE-CXC. This action is referred to as the “**Litigation**.”
- (c) “**Court**” means the Superior Court for the State of California, County of Orange.

- (d) **“Defense Counsel”** or **“Counsel for FRICK”** is:

James N. Knight, Esq.
Law Offices of James N. Knight
100 Pacifica, Suite 370
Irvine, CA 92618

- (e) **“Effective Date”** means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement and enters judgment in accordance with this Agreement.

- (f) **“Plaintiff’s Counsel”** is:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
27200 Agoura Road, Suite 101
Calabasas, CA 91301

Joseph Tojarieh, Esq.
TOJARIEH LAW FIRM, PC
10250 Constellation Blvd., Suite 100
Los Angeles, CA 90067

- (g) **“Release Period”** means the time period July 7, 2019 to March 5, 2021.
- (h) **“Released Claims”** means all known and unknown claims for PAGA civil penalties that were alleged or could have been alleged in the Complaint based on the facts alleged therein (including but not limited to unpaid minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to issue accurate and complete wage statements, unpaid vacation wages, and failure to timely pay wages at separation) which arose during the Release Period.
- (i) **“Released Parties”** means FRICK and its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members and shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates, client(s), client(s) facilities, consultants, agents, attorneys, predecessors, assignors, and/or assigns and/or any other individual or entity which could be liable for the claims raised in the Litigation.
- (j) **“Settlement Administrator”** means the third-party administrator agreed upon by Parties to administer this Settlement, ILYM Group, Inc.

Article II.

Background.

Section 2.01 Background.

- (a) On or about July 7, 2020, Joann Torres transmitted a letter to the Labor & Workforce Development Agency and FRICK in compliance with the exhaustion requirements of PAGA, articulating claims related to unpaid wages, meal periods, rest periods, itemized wage statements, unpaid vacation wages, and failure to timely pay wages at separation.
- (b) On September 18, 2020, Joann Torres filed a Complaint in the Superior Court of the State of California for the County of Orange, entitled *Joann Torres, et al. v. Frick Paper Company LLC, et al.*, case number 30-2020-01161120-CU-OE-CXC. The Litigation was brought by Joann Torres, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 201-202, 226(a), 226.3, 226.7, 227.3, 510, 512, and 558.
- (c) The Parties thereafter engaged in discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Litigation and potential defenses thereto. The Parties have reached this Settlement only after discovery and investigation was performed.
- (d) FRICK disputes and denies any liability or wrongdoing of kind associated with the claims alleged in this matter. FRICK contends, among other things, that it complied at all times with the local, state, and federal laws, and that the claims alleged in this matter are without merit. Further, FRICK denies Plaintiff, individually and as a representative of the Aggrieved Employees, is owed any wages, penalties, as alleged, but does recognize that litigation will be protracted and expensive. As a result, FRICK has agreed to pay a reasonable amount in order to resolve this matter. Any statements made by FRICK in this Agreement are made for settlement purposes only.
- (e) The Parties believe and agree that this Agreement provides a fair, adequate, and reasonable resolution of Plaintiff's potential individual claims and the PAGA claims after doing their own independent investigations and evaluations of the claims alleged in this matter. The parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.
- (f) This Settlement Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA penalties; (b) entry of judgment in the Litigation consistent with this Agreement, and dismissing the Action with prejudice; (c) Agreement being binding on Plaintiff, individually, and all Aggrieved Employees for the Release Period; and (d) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining through an unopposed motion an Order from the Court approving the payment of PAGA penalties as described in this Agreement at the earliest possible date. Plaintiff's Counsel shall request and be paid up to \$116,666.66 for attorneys' fees and \$15,000.00 for reimbursement of litigation costs from the Settlement Sum, and FRICK will not oppose these requests. Plaintiff Torres shall request and be paid up to \$5,000.00 as a general release payment from the Settlement Sum for the resolution of her individual claims, and FRICK will not oppose this request. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

Section 3.02 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of PAGA penalties as described in this Agreement by way a motion to be filed by Plaintiff's counsel as soon as practicable following the execution date of this Agreement but no later than twenty (20) calendar days thereafter. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of PAGA penalties as described in this Agreement shall be embodied in a written order and judgment. Should the Court not grant approval of the payment of PAGA penalties as described in this Agreement, then the entirety of this Agreement shall be null and void.

Section 3.03 Settlement Administration.

For the purposes of this Settlement, the Parties stipulate and agree that ILYM Group, Inc. shall be retained to serve as Settlement Administrator and shall administer the Settlement Sum under this Agreement pursuant to the terms outlined below.

Section 3.04 Notice to Aggrieved Employees.

(a) Notice to Aggrieved Employees.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than twenty (20) calendar days after the Effective Date, FRICK shall confidentially provide the settlement administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last known address for each Aggrieved

Employee, each Aggrieved Employee's social security number, and the number of pay periods worked by each Aggrieved Employee during the Release Period. The Settlement Administrator shall run all the addresses provided by FRICK through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to verify and/or obtain current address information.

- (2) No later than thirty (30) calendar days after the Effective Date, the settlement administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A") to all Aggrieved Employees, together with their settlement checks, by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the settlement administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing.
- (3) All costs incurred by the settlement administrator in connection with the current settlement, including mailing of the Notice of PAGA Settlement described herein, whether foreseen or not, shall be paid out of the Settlement Sum. These costs shall not exceed \$5,000; to the extent they exceed this amount, they shall be paid from the Net Settlement Amount (as defined herein); to the extent they fall below this amount, they shall be added to the amount distributable to the Aggrieved Employees and the LWDA.

Section 3.05 Settlement Payment Procedures.

(a) Deposit of Settlement Sum with Settlement Administrator

FRICK shall pay the total gross amount of Three Hundred Fifty Thousand Dollars and zero cents (\$350,000.00) in full and final Settlement of this matter ("**Settlement Sum**"). FRICK shall pay the Settlement Sum to the Settlement Administrator, ILYM Group, Inc., no later than twenty (20) calendar days after the Effective Date. The Settlement Sum shall be deposited into a Qualified Settlement Fund ("QSF") within the meaning of Section 468B-1 of the United States Treasury Regulations. The Settlement Administrator shall be responsible for arranging for the establishment of a QSF in order to effectuate the disbursement of the Settlement Sum to the State of California Labor and Workforce Development Agency, to Aggrieved Employees, to Plaintiff, and to Plaintiff's Counsel in the manner and within the times periods described herein.

(b) Payment of PAGA Penalties.

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiff's counsel's fees and costs (\$131,666.66), Plaintiff Torres' general release payment (\$5,000.00), and the costs of administration referenced in Section 3.04(a)(3) above (no more than

\$5,000.00) from the Settlement Sum (this will yield the “Net Settlement Amount,” which is estimated to be approximately \$208,333.34).

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net Settlement Amount (the “Employee Net Settlement Amount”) shall be paid to Aggrieved Employees pro rata based on the number of pay periods worked during the Release Period. **100% of the PAGA payments are considered penalties and will not be subject to local, state or federal tax withholdings.** All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 their portion of the settlement, if deemed required by the settlement administrator (in compliance with IRS guidelines). Plaintiff will be issued an IRS Form 1099 and its state and local equivalent for payments received under this Agreement.

The Parties acknowledge that the Settlement Sum is adequate consideration for this Agreement.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days after issuance. Thereafter, all uncashed checks shall be transmitted to the State of California Controller’s Office – Unclaimed Property Fund, to be held in the names of the respective Aggrieved Employees.

If any interest accrues on the Settlement Sum while under the control of the QSF and/or Settlement Administrator, the aggregate total of such interest shall be distributed to Aggrieved Employees and included in the Aggrieved Employee payments on a pro rata basis.

(c) Tax Treatment of Settlement Sum.

The Settlement Administrator shall be responsible for preparation and issuing all necessary IRS form 1099s, including to Plaintiff’s counsel, who shall assume full responsibility and liability for the payment of taxes due on the payments to Plaintiff’s Counsel. Aggrieved Employees are solely responsible for all appropriate taxes due and any penalties assessed on any and all amounts paid to them under this Agreement. Aggrieved Employees shall hold the parties free and harmless from any claims resulting from treatment of such payments, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Aggrieved Employees assume full responsibility and liability for the payment of taxes due on their individual shares of the Settlement Sum. Nothing in this Settlement is intended to constitute legal or tax advice regarding local, state, or federal tax obligations and the parties make no representations or warranties with respect to the tax consequences of any payment under this Agreement.

(d) Attorneys’ Fees and Costs, General Release Payment, and Settlement Administration Expenses.

Within five (5) calendar days of receipt of the Settlement Sum by the settlement administrator from FRICK, the settlement administrator shall pay to Plaintiff’s Counsel its attorney’s fees and costs, to Plaintiff her individual general release payment, to the LWDA its

share of the Net Settlement Amount, and to itself its administrative fees incurred, as approved by the Court.

(e) Settlement Administrator Declaration of Compliance.

The Settlement Administrator will send a declaration to Plaintiff's counsel attesting to the disbursement of the Settlement Sum no later than 240 days after the Effective Date, after the check cashing deadline has passed. Plaintiff shall file the declaration with the Court within ten (10) calendar days of its receipt from the Settlement Administrator.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by FRICK of any liability whatsoever, or as admission by FRICK of any violations of Plaintiff's or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. FRICK specifically disclaims any liability to Plaintiff, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

Payment of the Settlement Sum is conditioned on the Court's approval of this Agreement. To comply with the requirements of Lab. Code Section 2699(l), Plaintiff shall prepare and submit, after FRICK's approval, a Motion to Approve Settlement Pursuant to the Private Attorneys General Act, together with a supporting declaration, within the time frames required by this Agreement. However:

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then the Parties shall request leave and work jointly to attempt to revise the Agreement consistent with the Court's expressed concerns, if any, in order to obtain the Court's approval. In the event that the Court does not finally approve the settlement contained herein: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Release by Aggrieved Employees.

Upon entry of the order and judgment approving payment of the PAGA penalties as described in this Agreement, and subject to FRICK's full payment of the Settlement Sum, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the Release Period.

Section 5.02 Release by Joann Torres.

Upon the Effective Date and subject to FRICK's full payment of all sums required by this Settlement, Plaintiff Joann Torres shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the Effective Date, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising from or related to his employment with FRICK. These claims include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; the Age Discrimination in Employment Act and all of their implementing regulations and interpretive guidelines. With respect to these released claims as described in this Section, Plaintiff Torres shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had pursuant to Section 1542 of the California Civil Code, 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,

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

Plaintiff understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if she should eventually suffer injury arising out of or pertaining to the employment relationship or, where applicable, its termination through the Effective Date, she will be unable to make any claim for those injuries. Furthermore, Plaintiff acknowledges that she consciously intends these consequences even as to claims for injuries that may exist as of the Effective Date but which she does not know exist and which, if known, would materially affect his decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Article VI.

Miscellaneous Provisions.

Section 6.01 Notice, Default, Cure, Acceleration, Time is of the Essence.

If Defendant fails to pay any portion of the Settlement Sum on the date due, FRICK shall be in default of its obligations under this Agreement. Plaintiff shall e-mail notice of the default to FRICK's Counsel at the e-mail addresses listed in paragraph 1.01(d) above. FRICK will then have seven (7) business days from the date notice is e-mailed to cure the default. If the default remains uncured for seven (7) business days from the date notice is sent, then all sums remaining unpaid under this Agreement shall be accelerated and become all due and payable and begin to accrue interest at the legal rate. Plaintiff may thereafter move the Court to enforce the judgment contemplated herein, pursuant to Code of Civil Procedure section 664.6 and all other applicable law. Time is of the essence with respect to all provisions of this Agreement.

Section 6.02 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity. All Parties acknowledge that they had the opportunity to consult with legal counsel prior to entering into this Agreement.

Section 6.03 No Other Actions.

Plaintiff represents that she has not filed any complaints, claims, or actions against FRICK with any court or administrative agency. If any agency or court has or assumes jurisdiction of any complaint, claim, or action against FRICK on behalf of Plaintiff, Plaintiff will request that agency or court to withdraw from or dismiss the matter with prejudice.

Section 6.04 Non-Disparagement.

Plaintiff agrees to not make, or encourage anyone else to make, any disparaging words, comments, or remarks, verbally or in writing, or engage in any conversation that disparages FRICK in any way. This includes, but is not limited to, any negative or disparaging comments, posts, review, opinions, or the like on any social media platform whatsoever at any time presently or in the future. Defendant shall provide Plaintiff with a neutral employment reference upon inquiry, stating only her dates of employment and job titles held.

Section 6.05 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, FRICK and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.06 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.07 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.08 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.09 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

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Section 6.10 Necessary Acts.

The Parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 6.11 Electronic Imaging and Signature.

The Parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The Parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties further warrant that all DocuSign and/or SignRequest signatures were authorized by the parties to this Agreement and carry the same weight and legal effect as any wet ink signatures. Any party using DocuSign and/or SignRequest waives any claim that the signature affixed to their name is not authentic for purposes of approval and authorization in the understanding or execution of this Agreement. The Parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form. The Parties agree to allow the use of DocuSign and/or SignRequest, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

Section 6.12 Attorneys' Fees and Costs.

Except as expressly provided herein, FRICK and Plaintiff shall each bear their own attorney's fees and costs, including attorney's fees in connection with the negotiation and execution of this Agreement other than those included in the total Settlement Amount stated herein and those which may be recoverable for any breach by either Party of this Agreement.

Section 6.13 Ambiguity.

In the event of an ambiguity under this Agreement, such ambiguity shall not be construed against either Party, as this Agreement has been negotiated at arm's length between the Parties and the Parties have sought and been advised by counsel.

Section 6.14 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.15 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.16 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

Section 6.17 Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

Section 6.18 Waiver of Right to Appeal.

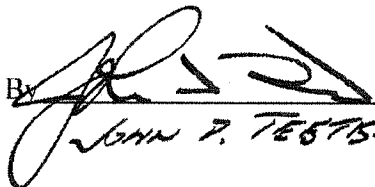
Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal the approval of the settlement, and the Order therefore will become non-appealable at the time it is entered.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: 1 April '21, 2021

FRICK PAPER COMPANY LLC

By  _____
JOANN P. TESTIK - PRESIDENT

Dated: _____, 2021

By _____
Joann Torres, individually

Section 6.15 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.16 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the entry of judgment in this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and all other applicable law, and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

Section 6.17 Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

Section 6.18 Waiver of Right to Appeal.

Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal the approval of the settlement, and the Order therefore will become non-appealable at the time it is entered.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: _____, 2021

FRICK PAPER COMPANY LLC

By _____

Dated: April 2, 2021, 2021

DocuSigned by:
JOANN TORRES
38D01043CF0846D...
By _____
Joann Torres, individually

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JOANN TORRES, on behalf of herself and
all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

FRICK PAPER COMPANY LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: 30-2020-01161120-CU-OE-CXC

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a person employed by Frick Paper Company LLC (“FRICK”) as a non-exempt employee in California between July 7, 2019 and March 5, 2021 (“Aggrieved Employee”).

On September 18, 2020, Joanne Torres (the “Plaintiff”) commenced a lawsuit in Orange County Superior Court, Case No. 30-2020-01161120-CU-OE-CXC (the “Lawsuit”) to recover civil penalties against FRICK. In the Lawsuit, Ms. Torres alleges claims against FRICK for unpaid wages, meal periods, rest periods, pay stubs, unpaid vacation wages, and failure to timely pay wages at separation. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”). Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”), such that 75% of the penalties collected will be paid to the LWDA.

FRICK denied and continues to deny Plaintiff’s allegations and disputes all of Plaintiff’s claims and maintains it was in compliance with the California Labor Code at all times. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties, challenges and risks of proceeding with litigation.

The Orange County Superior Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion

by the Court as to the merits of the claim. The payment which accompanies this notice is being made to you pursuant to the terms of the Settlement. You are receiving a pro rata share of the settlement, calculated by taking the number of pay periods you worked during the time period from July 7, 2019 to March 5, 2021, and dividing that by the total number of pay period worked by all Aggrieved Employees during the time period from July 7, 2019 to March 5, 2021.

The Court-approved settlement contains the following release of claims, to which you are bound:

Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties (defined as Frick Paper Company LLC and its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members and shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates, client(s), client(s) facilities, consultants, agents, attorneys, predecessors, assignors, and/or assigns, from the Released Claims (defined as all known and unknown claims for PAGA civil penalties that were alleged or could have been alleged in the Complaint based on the facts alleged therein [including but not limited to unpaid minimum and overtime wages, failure to provide meal periods, failure to provide rest periods, failure to issue accurate and complete wage statements, unpaid vacation wages, and failure to timely pay wages at separation]) that arose during the Release Period (July 7, 2019 to March 5, 2021).

If you have any questions, you may contact the settlement administrator, ILYM Group, Inc, at [Insert Contact Information]:

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

ILYM Group, Inc. has been chosen as the Settlement Administrator in this matter. A Settlement Administrator is a third-party entity appointed by the Court to handle the settlement claim process. As Settlement Administrator, ILYM Group, Inc. is responsible for distributing this Notice and paying out your settlement payment pursuant to the Settlement. You may call ILYM Group, Inc. toll free at 1 [(888) insert] with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the State of California Controller's Office – Unclaimed Property Fund, where it will be held in your name and may be claimed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT D

Torres v. Frick Papar Company, LLC

Attorney Time/Task Chart

Task	Daniel F. Gaines, Esq. \$650/hr	Alex P. Katofsky, Esq. \$700/hr	Miriam S. Schimmel, Esq. \$750/hr	Sepideh Ardestani, Esq. \$550/hr	Evan Gaines, Esq. \$550/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action	2.3	1.3	1.8	1.1	4.2
Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter	3.1		0.8	0.8	3.8
Communications with Defense Counsel re LWDA letter and litigation; Communications with Client re same	3.7	1.5	0.9	4.5	0.6
Draft Complaint and related research; Communications with Client re same	3.3		1.1	1.2	4.7
Communications with Defense Counsel re Complaint; Meet and confer with Defense counsel re preparation of joint report; Related communications with Client	2.8	1.7		0.4	3.1
Prepare mediation informal discovery letter, Research re: claims and related memos; Analysis and research re: viable claims; Related communications with Defense Counsel and Client re mediation and expectations	4.9	4.4			5.4
Review and preparation for mediation; Related legal research; Review Defendant's informal document production and consultation with data expert; Prepare mediation brief, damage model and related exhibits; Communications with Client and Mediator	7.3	4.7			5.2
Attend mediation zia zoom video conference with Steve Mehta, Esq.; Related communications with Client, Mediator, and Defense Counsel	8.0	8.0			1.2
Prepare for and attend case management conference by phone conference.					1.8
Research, review and preparation of settlement agreement and notice and other exhibits; Further communications and discussions with Defense Counsel and Client re same	9.4	7.3			3.1
Communications with Client re settlement; Drafting of motion for approval of PAGA settlement and related exhibits and documents and related communications with Defense Counsel	12.1	9.8			6.4
Estimated future time to attend hearing on motion for PAGA approval, Client communications, LWDA Communications, administration of settlement, close file		10.0	10.0		
Total Hours:	56.9	48.7	14.6	8.0	39.5

Torres v. Frick Papar Company, LLC

Attorney Time/Task Chart

Task	Daniel F. Gaines, Esq. \$650/hr	Alex P. Katofsky, Esq. \$700/hr	Miriam S. Schimmel, Esq. \$750/hr	Sepideh Ardestani, Esq. \$550/hr	Evan Gaines, Esq. \$550/hr
Total Lodestar Per Attorney:	\$36,985.00	\$34,090.00	\$10,950.00	\$4,400.00	\$21,725.00
Total All Attorneys:	167.7	\$108,150.00			

EXHIBIT E

Torres v. Frick Paper Company LLC
Class Counsel's Costs

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Postage charges	\$14.95
Online Document purchase from OCSC website	\$15.00
Filing fees (Online Legal)	\$1,739.63
Court Call and Vast Conference Call	\$94.64
Mediation fee	\$7,500.00
Berger Consulting Group	\$1,575.00
TOTAL EXPENSES	\$10,939.22

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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

____ (For messenger) my business address is:

On May 18, 2021, I served the foregoing document described **DECLARATION OF DANIEL F. GAINES IN SUPPORT OF MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDED ATTORNEYS' FEES, COSTS, GENERAL RELEASE PAYMENT, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES, AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

James N. Knight, Esq. Law Offices of James N. Knight 100 Pacifica, Suite 370 Irvine, CA 92618 james@jnk-law.com	Joseph Tojarieh, Esq. TOJARIEH LAW FIRM, PC 10250 Constellation Blvd., Suite 100 Los Angeles, CA 90067 jft@tojariehlaw.com via e-mail only
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____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of 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 FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

____ (BY FACSIMILE TRANSMISSION) On _____, at _____, at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

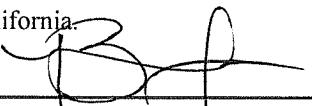
____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

☒ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

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

Executed on May 18, 2021, at Calabasas, California.



BEATRIZ FRANCO