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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

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. CX105*

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date: June 11, 2021

Time: 10:30 a.m.

Dept.: CX105

RESERVATION NO.: 73529716

Complaint Filed: September 18, 2020

1
2 **[PROPOSED] ORDER AND JUDGMENT**

3 This matter came on for hearing on June 11, 2021 at 10:30 a.m. in Dept. CX105 of the
4 above-captioned Court on plaintiff Joann Torres ("Torres" or "Plaintiff") unopposed motion for
5 approval of a settlement agreement pursuant to the California Labor Code Private Attorneys
6 General Act ("PAGA") (the "Settlement").

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 Plaintiffs, and the evidence and argument received by the Court, the Court grants approval of the
9 Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**

10 **DETERMINATIONS:**

11 1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized
12 terms have the same meaning as defined in the Settlement Agreement that is attached as **Exhibit 1**
13 to this Order.

14 2. The Settlement and Motion for Approval were submitted to the California Labor
15 Workforce and Development Agency ("LWDA") in accordance with PAGA, California Labor
16 Code § 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed her motion seeking approval of
17 the Settlement with the Court, she submitted a copy of the Settlement Agreement and the Motion
18 for Approval to the LWDA, via electronic submission, in compliance with the requirements of
19 PAGA.

20 3. The Court has jurisdiction over the subject matter of this litigation, over all
21 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
22 Settlement.

23 4. The Settlement is approved under Labor Code § 2699(1)(2).

24 5. The Notice of Settlement of Private Attorneys General Act Claim (Cal. Labor
25 Code § 2698 *ET. SEQ.*) , attached as **Exhibit 2** to this Order, fairly and adequately describes the
26 Torres Action, the approved Settlement, and is the best notice practicable under the circumstances.

27 6. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
28

1 releases all Released Claims against the Released Parties.

2 7. The Settlement Sum, the Net Settlement Amount, and the methodology used to
3 calculate the payments to the LWDA and to the Aggrieved Employees, in accordance with the
4 Settlement is approved.

5 8. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
6 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
7 with the terms of the Settlement Agreement, not to exceed \$5,000.00.

8 9. The Court approves Gaines & Gaines, APLC as PAGA Counsel.

9 10. The Court awards PAGA Counsel attorneys' fees in the amount of \$116,666.66 and
10 actual litigation costs in the amount of \$10,939.22, both of which the Court finds to be fair and
11 reasonable. The Court authorizes the Settlement Administrator to make these payments, in
12 accordance with the terms of the Settlement Agreement.

13 11. The Court authorizes the Settlement Administrator to calculate the Net Settlement
14 Amount, inclusive of the LWDA Payment and the Employee Net Settlement Amount, in
15 accordance with the terms of the Settlement Agreement.

16 12. The Court finds that the LWDA Payment of \$159,295.59 as its share of the
17 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
18 Administrator to pay the LWDA Payment, in accordance with the terms of the Settlement
19 Agreement.

20 13. The Court finds that the Employee Net Settlement Amount of \$53,098.53 as the
21 Aggrieved Employees' share of the settlement of civil penalties is fair and reasonable. The Court
22 authorizes the Settlement Administrator to pay the Employee Net Settlement Amount, in
23 accordance with the terms of the Settlement Agreement.

24 14. The Court approves payment of \$5,000.00 to Torres for her services in bringing a
25 PAGA action on behalf of the Aggrieved Employees and her general release of claims against
26 Defendant. The Court authorizes the Settlement Administrator to pay Torres' general release
27 payment, in accordance with the terms of the Settlement Agreement.

28 15. Settlement checks issued to Aggrieved Employees shall be valid for 180 days after

1 issuance. Funds remaining from any uncashed checks after 180 days will be dispersed to the State
2 Controller's Unclaimed Property fund in the name(s) of the employee(s) who did not cash their
3 checks, in accordance with the terms of the Settlement Agreement.

4 16. Upon completion of the Settlement, the Settlement Administrator will provide
5 written certification of the completion to the Court and counsel for the Parties, which shall be filed
6 with the Court on or before _____.

7 17. Without affecting the finality of this order and entry of judgment, the Court retains
8 exclusive and continuing jurisdiction over the Torres Action for purposes of supervising,
9 administering, implementing, and enforcing this Order and the Settlement.

10 18. Nothing in this Order or the Settlement shall be construed as an admission or
11 concession by any party. The Settlement and this resulting Order and entry of judgment simply
12 represent a compromise of disputed allegations.

13 19. The Court enters final judgment in accordance with the terms of the Settlement
14 Agreement and this Order.

15 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
16 LWDA within 10 days of the date of this Order and entry of judgment.

17 **IT IS SO ORDERED:**

18 DATED: _____, 2021

Honorable Randall J. Sherman _
Judge of the Superior Court

EXHIBIT 1

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(I), 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.

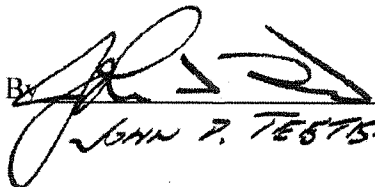
Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal the approval of the settlement, and the Order therefore will become non-appealable at the time it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

By 
 38D01043CF0846D...
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 2

**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.*)**

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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.

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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 **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT** 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 that 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.

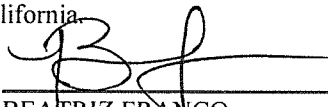
____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

☒ (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