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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN BERNARDINO
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11 CESAR TORRES, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated; and MARK
14 EURICH, individually, on a representative
basis, and on behalf of all others similarly
situated;

15 Plaintiff,

16 vs.

17 EPAC LOS ANGELES, LLC, a Delaware
18 Limited Liability Company; EPAC
19 NORCAL, LLC, a Delaware Limited
20 Liability Company; EPAC HOLDINGS,
21 LLC, a Delaware Limited Liability
Company; EPAC, LLC, a Delaware
Limited Liability Company; and DOES 1
through 20, inclusive;

22 Defendants.
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Case No.: CIVDS2017140
*[Assigned to Hon. Judge David Cohn, Dept. S26,
for all purposes]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 This matter has come before the Honorable David Cohn in Department S26 of the Superior
2 Court of the State of California, for the County of San Bernardino, on December 6, 2021 at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lauby
4 Mankin and Lauby LLP appear as counsel for Plaintiff Mark Eurich ("Plaintiff"), individually and
5 on behalf of all others similarly situated and other aggrieved employees, and Gordon Rees Scully
6 Mansukhani, LLP appears as counsel for Defendants ePac Los Angeles, LLC, ePac Norcal, LLC,
7 ePac Holdings, LLC and ePac, LLC ("Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action Settlement Agreement and
13 Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"), attached as "Exhibit
14 1" to the Declaration of Brian Mankin in Support of Plaintiff's Motion for Preliminary Approval
15 of Class Action Settlement. This is based on the Court's determination that the Settlement falls
16 within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable.

22 4. The Court preliminarily finds that the Settlement, including the allocations for the
23 Class Counsel Award, Service Award, PAGA Penalties, Settlement Administrator Expenses, and
24 payments to the Settlement Class Members provided thereby, appear to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
26 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement awards made available to the Class Members are
28 fair, adequate, and reasonable when balanced against the probable outcome of further litigation

1 relating to certification, liability, and damages issues.

2 5. The Court concludes that, for settlement purposes only, the proposed Class meets
3 the requirements for certification under section 382 of the California Code of Civil Procedure in
4 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
5 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
6 community of interest amongst the members of the Class with respect to the subject matter of the
7 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
8 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
9 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
10 Counsel are qualified to act as counsel for Plaintiff in Plaintiff's individual capacity and as the
11 representative of the Class.

12 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
13 as follows:

14 All current and former nonexempt employees employed by
15 Defendants in California at any time during the period of August
16 24, 2016, through July 24, 2021.

17 7. The Court provisionally appoints Brian Mankin and Peter Carlson of Lauby
18 Mankin and Lauby LLP as counsel for the Class ("Class Counsel").

19 8. The Court provisionally appoints Plaintiff Mark Eurich as the representative of the
20 Class ("Class Representative").

21 9. The Court provisionally appoints Simpluris to handle the administration of the
22 Settlement ("Settlement Administrator").

23 10. Within ten (10) calendar days of the date of this Order, Defendants shall provide
24 the Settlement Administrator with the following information about each Class Member: full name,
25 last known address, Social Security number, number of Workweeks during the Class Period and
26 PAGA Period, and employment dates as a non-exempt employee during the Class Period ("Class
27 Information") in conformity with the Settlement Agreement.

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1 11. The Court approves, both as to form and content, the Notice of Class Action
2 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
3 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
4 Class Notice appears to fully and accurately inform the Class Members of all material elements of
5 the Settlement, of Class Members’ right to be excluded from the Settlement by submitting an opt
6 out request to the Settlement Administrator, of Class Members’ right to dispute the Workweeks
7 credited to each of them, and of each Settlement Class Member’s right and opportunity to object
8 to the Settlement. The Court further finds that distribution of the Class Notice substantially in the
9 manner and form set forth in the Settlement Agreement and this Order, and that all other dates set
10 forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
11 constitute the best notice practicable under the circumstances and sufficient notice to all persons
12 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice
13 by first class U.S. Mail to all Class Members within thirty (30) calendar days of this Order,
14 pursuant to the terms set forth in the Settlement Agreement. The Class Notice shall provide at least
15 45 calendar days’ notice for Class Members to opt out of, or object to, the Settlement.

16 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
17 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
18 to be excluded from the Settlement by submitting a timely written request for exclusion to the
19 Settlement in conformity with the requirements set forth in the Class Notice.

20 13. A Final Approval Hearing shall be held before this Court on
21 _____ at _____ a.m./p.m. in
22 Department S26 of the above entitled court to determine all necessary matters concerning the
23 Settlement, including: whether the proposed settlement of the Action on the terms and conditions
24 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
25 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
26 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
27 reasonable to the Class Members; and determine whether to finally approve the requests for Class
28 Counsel’s Attorney’s Fees and Cost Award, Service Award, Settlement Administrator Costs, and

1 payment to the Labor and Workforce Development Agency (“LWDA”) for civil penalties under
2 the Labor Code Private Attorneys General Act (“PAGA”) should be granted.

3 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
4 Counsel Award, Service Award, and Settlement Administrator Expenses, along with the
5 appropriate declarations and supporting evidence, including the Settlement Administrator’s
6 declaration sixteen (16) court days prior to the Final Approval Hearing.

7 15. Except as required to implement the Settlement, all proceedings and all litigation
8 of the Action are stayed pending the Final Approval Hearing.

9 16. The Settlement is not a concession or admission and shall not be used against
10 Defendants as an admission or indication with respect to any claim of any fault or omission by
11 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
12 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
13 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
14 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
15 evidence of a presumption, concession, indication or admission by Defendants of any liability,
16 fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
17 implementation, interpretation, or enforcement of the Settlement.

18 17. In the event the Settlement does not become effective in accordance with the terms
19 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
20 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
21 vacated, and the Parties shall revert back to their respective positions as of before entering into the
22 Settlement Agreement.

23 18. The Court reserves the right to adjourn or continue the date of the Final Approval
24 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
25 Members, and retains jurisdiction to consider all further applications arising out of or connected
26 with the Settlement.

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19. The following dates shall govern for purposes of this settlement:

December 6, 2021	Preliminary Approval (PA) hearing
December 27, 2021 (10 days plus 10 days after PA)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
January 26, 2022 (30 days after mailing Class Notice)	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
TBD (Approximately March 28, 2022)	Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

By: _____
The Honorable David Cohn
Judge of the Superior Court

EXHIBIT “1”

NOTICE OF SETTLEMENT OF CLASS ACTION

Torres v. ePac, LLC, et al.

**Superior Court of the State of California, County of San Bernardino
Case No. CIVDS2017140**

To: all current and former non-exempt employees employed by ePac in California at any time between August 24, 2016 and July 24, 2021 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2021 to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member and/or Aggrieved Employee in the above lawsuit. Under the terms of the proposed settlement you are estimated to receive approximately \$**INSERT AMOUNT** as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of eligible weeks you worked at ePac (including ePac Los Angeles, LLC, ePac Norcal, LLC, ePac Holdings, LLC and ePac, LLC) in California between August 24, 2016 and July 24, 2021 (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you may “opt-out” of the settlement. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2021 (see Section V for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment, but you will preserve your right to pursue the Released Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.
OBJECT	If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by [REDACTED], 2021 (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Work Weeks listed above is incorrect, you may contact the Settlement Administrator to dispute your Work Week calculation (see Section IV for more details on how to dispute your Work Weeks). ePac’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Work Week calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Torres et al. v. ePac Los Angeles, LLC, ePac Norcal, LLC, ePac Holdings, LLC and ePac, LLC*, San Bernardino County Superior Court Case No. CIVDS2017140 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

ePac's records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between August 24, 2016 and July 24, 2021 ("Class Period"). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights. Note: this Settlement excludes persons who have previously entered into release agreement with ePac for the claims alleged in this Lawsuit.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by ePac as a non-exempt employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On August 24, 2020, a class and representative action complaint was brought against ePac for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by ePac in California at any time since August 24, 2016. The Lawsuit was initially brought by Cesar Torres, but he is no longer involved in the case, and Mark Eurich has been substituted as the lead Plaintiff and Class Representative. The operative complaint alleges that ePac violated various Labor Code sections by failing to pay wages for all hours worked, provide all required meal and rest breaks, timely pay final wages, provide accurate and complete wage statements, and other related claims.

ePac has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to the claims. By agreeing to settle, ePac is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. ePac has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff's claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Parties have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm's length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to ePac, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by ePac, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, ePac will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the Class Members' attorneys?

Attorneys for the Class Members:

Brian Mankin, Esq.
brian@LMLfirm.com
Peter Carlson, Esq.
peter@LMLfirm.com
Lauby, Mankin & Lauby LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444

IV. What are the terms of the Settlement?

On [PA DATE], the Court certified a class, for settlement purposes only, of all non-exempt employees employed by ePac in California at any time between August 24, 2016 and July 24, 2021 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, will become “Participating Class Members” and will be mailed Settlement checks in exchange for being bound by the Settlement and release of certain wage and penalty claims against ePac.

Without admitting any wrongdoing, ePac has agreed to pay \$120,000 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Maximum Settlement Amount:

Settlement Administration Costs. The Court has approved Simpluris to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$4,000 will be paid from the Maximum Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act (PAGA) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other Aggrieved Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$10,000 of the Maximum Settlement Amount will be allocated to Plaintiff’s claim under the Private Attorneys General Act of 2004 (“PAGA”). Of this amount, \$7,500 will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining \$2,500 will be divided between all Aggrieved Employees on a Workweek basis. Aggrieved Employees includes “all current and former non-exempt employees of ePac and who worked in California at any time during the period of August 24, 2019 through July 24, 2021.” Review the information below to determine if you are an Aggrieved Employee and eligible to receive a share of the \$2,500 allocation:

Aggrieved Employee?	Weeks Worked as Aggrieved Employee?	Your Share of PAGA Penalties
YES/NO	INSERT	\$INSERT

Service Payment to Class Representatives. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$2,500 to compensate them for his service and extra work provided on behalf of the Class Members. The Class Representative also may receive a share of the Settlement as a Class Member.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of one-third (\$40,000) of the common fund Maximum Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$10,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Maximum Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$[REDACTED]. Compensable work weeks will be all Work Weeks that a Settlement Class Member worked for ePac in California during the Class Period. A Work Week includes any week in which a Class Member worked at least one shift/day during the week. To calculate each Individual Settlement Payment, the Settlement Administrator will divide the total Work Weeks of all Settlement Class Members into the Net Settlement Amount to determine a per “Work Week Value”. The Workweek Value will be multiplied by the number of Work Weeks worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

For each Settlement Class Member, the Weeks Worked for ePac in California during the Class Period will be calculated from ePac’s records. ePac’s records indicate that you worked for [TOTAL WORK WEEKS] Work Weeks in California during the Class Period of August 24, 2016, through July 24, 2021. If you disagree with this number, you may submit evidence to the Settlement Administrator on or before [REDACTED], 2021, with documentation to establish the number of weeks you claim to have actually worked for ePac in California between August 24, 2016 and July 24, 2021 (excluding any

leaves of absence). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Class Members and Aggrieved Employees. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. Aggrieved Employees will receive checks regardless of a timely request to be excluded. Participating Class Members and/or Aggrieved Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member and/or Aggrieved Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. One-third (33.34%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining two-thirds (66.66%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Settlement Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, it will be reported on IRS Form 1099 as income. Participating Class Members and Aggrieved Employees are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, ePac and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members and Aggrieved Employees will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Participating Class Members and Aggrieved Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment, and ePac funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against ePac. Specifically, the Participating Class Members will fully release and discharge the Defendants and their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations, subsidiaries, divisions, affiliates, attorneys, successors and assigns, of all claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to pay vested vacation, (6) failure to timely pay wages each period and upon separation of employment, (7) failure to provide accurate itemized wage statements, (8) unfair and unlawful competition, and (9) all other claims for statutory penalties based on the facts or claims alleged in the Complaint. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing these Released Claims shall be at any time from August 24, 2016 and July 24, 2021 ("Release Period"). Aggrieved Employees will release all PAGA claims made in the Action or that could have been made based on the facts asserted in the Action regardless of a timely request for exclusion.

Waiver of Labor Code Section 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure

set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the ePac and ePac will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2021 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE EPAC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2021. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment.

Because PAGA claims are brought on behalf of the State of California and Aggrieved Employees for civil penalties, you have no right to exclusion from the PAGA claims and will release all PAGA claims for civil penalties made in the Action or that could have been made based on the facts asserted in the Action regardless of a timely request for exclusion.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object, you must submit a written objection stating your full name, address, telephone number, dates of employment at ePac, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection, and any legal support for each objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2021. Objections that do not include all required information, or that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2021, at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2021. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

Likewise, since PAGA claims are brought on behalf of the State of California and Aggrieved Employees for civil penalties, Aggrieved Employees have no right to object and will release all PAGA claims for civil penalties made in the Action or that could have been made based on the facts asserted in the Action, regardless of a timely request for exclusion.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by ePac in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Service Payment to the Class Representative on [REDACTED], 2021 at 10:00 a.m. in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement (the Settlement Agreement) at Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED], 2021. The deadline for mailing an objection to the Settlement Administrator is [REDACTED], 2021. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**