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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF TULARE

13
14 MATTHEW RAMIREZ and ADAM
15 VILLASENOR, individuals, on behalf of
16 themselves and on behalf of all persons
similarly situated,

17 Plaintiff,

18 vs.

19 PREGIS INNOVATIVE PACKAGING LLC,
20 a Limited Liability Company; and Does 1
21 through 50, Inclusive,

22 Defendants.
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Case No. **VCU285886/VCU285887**

**DECLARATION OF MADELY NAVA OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 14, 2023

Time: 8:30 a.m.

Judge: Bret Hillman

Dept.: 7

1 I, Madely Nava declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the
4 professional settlement services provider who has been retained by the Parties’ Counsel and
5 subsequently appointed by the Court to serve as the Claims Administrator for the above captioned
6 *Ramirez v. Pregis Innovative Packaging LLC* matter. I am authorized to make this declaration on
7 behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called
8 upon to testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved
14 and appointed by the Court to provide notification services and claims administration, pursuant
15 to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to
16 be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing
17 the *Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval*
18 (referred to as “Class Notice Packet”); (b) receiving and processing requests for exclusion; (c)
19 resolving Settlement Class Members’ disputes over the number of workweeks Defendants have
20 record of them working during the Class Period, which was pre-printed on their individualized
21 Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing
22 settlement award checks; (f) handling tax withholdings as required by the Settlement and the
23 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
24 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
25 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

26 4. On August 19, 2022, ILYM Group received the Court approved text for the
27 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Class
28 Notice Packet, which was approved by the Parties’ Counsel prior to mailing.

1 5. On September 1, 2022, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable workweeks worked for each Settlement Class Member. The data
4 file was uploaded to our database and checked for duplicates and other possible discrepancies.
5 The Class List contained 248 individuals.

6 6. As part of the preparation for mailing, all 248 names and addresses contained in
7 the Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and
9 confirming the mailing addresses of the Settlement Class Members before mailing of the Class
10 Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the
11 extent that an updated address was found in the NCOA database, the updated address was used
12 for the mailing of the Class Notice Packet. To the extent that no updated address was found in
13 the NCOA database, the original address provided by Counsel for Defendants was used for the
14 mailing of the Class Notice Packet.

15 7. On September 20, 2022, the Class Notice Packet was mailed, via U.S First Class
16 Mail, to all 248 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true
17 and correct copy of the mailed Class Notice Packet.

18 8. As of the date of this declaration, 7 Class Notice Packets have been returned to our
19 office as undeliverable. Of the 7 returned Class Notice Packets, 1 was returned with a forwarding
20 address and was promptly re-mailed to the forwarding address provided. ILYM Group performed
21 a computerized skip trace on the 6 returned Class Notice Packets that did not have a forwarding
22 address, in an effort to obtain an updated address for purpose of re-mailing the Class Notice
23 Packet. As a result of this skip trace, 4 updated addresses were obtained and the Class Notice
24 Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

25 9. As of the date of this declaration, a total of 5 Class Notice Packets have been re-
26 mailed. Specifically, 1 were re-mailed as a result of a forwarding address provided by the USPS,
27 4 have been re-mailed as a result of ILYM Group’s skip tracing efforts.

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10. As of the date of this declaration, a total of 2 Class Notice Packets have been deemed undeliverable as no updated address was found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement was November 19, 2022.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to submit a written objection to the Settlement was November 19, 2022.

13. As of the date of this declaration, ILYM Group will report a total of 248 Participating Class Members, representing 100% of the 248 Settlement Class Members.

14. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Litigation Costs, the Class Representative Service Payments, Settlement Administration Expenses to ILYM Group, and the PAGA allocation, e.g.,

Gross Settlement Amount	\$750,000.00
Class Size Modification	\$34,620.00
New Gross Settlement Amount	\$784,620.00
Class Counsel Fees	\$261,540.00
Class Counsel Expenses	\$20,000.00
Class Representative Service Payments (5)	\$25,000.00
ILYM Group Fees	\$10,440.00
PAGA Payment allocation to LWDA	\$15,000.00
PAGA Payment allocation to Aggrieved Employees	\$5,000.00
Net Settlement Amount	\$447,640.00

To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total

1 number of Applicable Workweeks worked by all Class Members during the Class Period. Based
2 on these calculations, the Participating Class Members will receive an estimated average gross
3 payment of \$1,825.16, with the estimated highest gross payment being \$3,270.36.

4 15. ILYM Group's total fees and costs for services in connection with the
5 administration of this Settlement, which includes fees and costs incurred to-date, as well as
6 anticipated fees and costs for completion of the settlement administration, are \$10,440.00. ILYM
7 Group's work in connection with this matter will continue with the calculation of the settlement
8 award payments, issuance and mailing of the settlement award checks, the necessary tax filing
9 and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the
10 Court orders ILYM Group to perform.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
13 was executed this 4th day of January 2023, at Tustin, California.

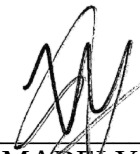
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EXHIBIT “A”

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

**(Ramirez v. Pregis Innovative Packaging LLC,
Superior Court of the State of California, County of Tulare,
Case Nos. VCU285886 and VCU285887)**

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Ramirez v. Pregis Innovative Packaging, LLC*, Case No. VCU285886, and the representative action *Ramirez v. Pregis Innovative Packaging LLC.*, Case No. VCU285887 (both in Superior Court of the State of California, County of Tulare (together, the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Action, and to inform you of your rights and options in connection with the Action and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants Pregis Innovative Packaging, LLC and Manpower US, Inc. (collectively “Defendants”), which will affect all hourly employees who worked for Pregis in California or for Manpower at a Pregis California plant at any time between May 8, 2018 through February 21, 2022 (the “Class”).
- With this preliminary approval of the settlement, the Court has not made any decision as to whether Plaintiffs can or will win the Action. In other words, the Court has not said that Defendants violated any law, or that Plaintiff or any other person is entitled to receive money or any other relief.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Class_Estimated_Settlement_Amount_». See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

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

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned actions pending in the Superior Court of the State of California, in and for the County of Tulare (the “Court”) has been reached between Plaintiffs Matthew Ramirez, Adam Villasenor, Luis Flores, Steven Saevang, and Pedro Gutierrez (“Plaintiffs”) and Defendants Pregis Innovative Packaging LLC (“Pregis”) and Manpower US Inc. (“Manpower”) (collectively, “Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals who are or previously were employed by Defendant Pregis and all individuals who were employed by Defendant Manpower and assigned to work at a Pregis facility in California who were classified as hourly non-exempt employees at any time during the Class Period.

The “Class Period” is May 8, 2018 to February 21, 2022.

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

2. What is this class action lawsuit about?

On February 3, 2021, Plaintiffs Matthew Ramirez and Adam Villasenor filed a Class Action Complaint against Defendant Pregis in the Superior Court of the State of California, County of Tulare, alleging the following class claims against Defendant Pregis: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide reimbursement of required expenses, and failure to timely pay wages at termination. On February 3, 2021, Plaintiffs Matthew Ramirez and Adam Villasenor filed a separate Representative Action Complaint against Defendant Pregis for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. (the Private Attorneys General Act (“PAGA”) for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B). Collectively, these two lawsuits are referred to as the “Action”.

As part of this Settlement, on May 12, 2022, Plaintiffs amended the Class Action Complaint to address all issues in this Settlement, including the addition of Defendant Manpower as a named defendant, the addition of Plaintiffs Flores, Saevang, Gutierrez as named plaintiffs, and the addition of the alleged PAGA claim into the Class Action Complaint.

Defendants deny and dispute all such claims. Specifically, Defendants contend that Plaintiffs and the Class Members were properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants complied with California wage statement requirements; that Defendants did not fail to provide reimbursement of required expenses; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court has not made any decision as to whether Plaintiffs can or will win the Action. In other words, the Court has not said that Defendants violated any law, or that Plaintiff or any other person is entitled to receive money or any other relief. The Court has granted preliminary approval of the Settlement on August 18, 2022. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant Pregis has agreed to pay an “all in” amount of Seven Hundred Eighty-Four Thousand Six Hundred and Twenty Dollars (\$784,620) (the “Gross Settlement Amount”) to fund the settlement of this Action, of which Manpower shall contribute a total amount of \$20,000. The Gross Settlement Amount includes

all payments of Settlement Shares to Class Members, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendants.

Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is final and no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$12,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$261,540 and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to each of the five Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$20,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$15,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$5,000 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period (February 2, 2020 through February 21, 2022). “Aggrieved Employees” mean all individuals who are or previously were employed by Defendant Pregis and all individuals who were employed by Defendant Manpower and assigned to work at a Pregis facility in California who were classified as hourly non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$446,080, based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of weeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

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

Tax Matters. One-third (1/3) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-Thirds (2/3) of each Participating Class Member's Settlement Share is in settlement of claims for interest, penalties and expense reimbursement allegedly due to employees (the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, Defendants shall receive a release from the Participating Class Members of all class claims that were pled or could have been pled based on the factual allegations contained in the operative complaint which occurred during the Class Period, including claims that have been or could have been pled based on the facts of the operative complaint as to wage and hour violations under local, state, and federal law, including, claims under the California Labor Code which arose during the Class Period, and expressly excluding claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims"). The Released Class Claims include claims for: (i) violation of California Business and Professions Code; (ii) failure to pay overtime wages; (iii) failure to pay minimum wages; (iv) failure to provide required meal periods; (v) failure to provide required rest periods; (vi) failure to provide accurate itemized wage statements; (vii) failure to reimburse employees for required expenses; and (viii) failure to provide wages when due.

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

Released PAGA Claims. Upon the Effective Date, Defendants shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the California Labor Code violations that are asserted in the LWDA Notices for violations of Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)-(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), Violation of Applicable Industrial Welfare Commission Wage Orders which occurred during the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be \$16.28. Defendants' records reflect that you have worked «Class_Workweeks» weeks for Defendants at a Pregis facility in California as an hourly non-exempt employee during the Class Period (May 8, 2018 through February 21, 2022).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is \$«Class_Estimated_Settlement_Amount_».

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than November 19, 2022.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 or (888) 250-6810.

The Court will hold a Final Approval Hearing on February 14, 2023, at 8:30 a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and service awards to the Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than November 19, 2022. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Ramirez v. Pregis Innovative Packaging LLC* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Ramirez v. Pregis Innovative Packaging LLC*, Case No. VCU285886 and VCU285887. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. Written requests for exclusion that are postmarked after, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendants, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Ramirez v. Pregis Innovative Packaging LLC*, in the Superior Court of the State of California, County of Tulare, Case No. VCU285886 and VCU285887.

All written objections must be mailed to the Settlement Administrator at ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781, no later than November 19, 2022.

Alternatively, Class Members may appear remotely at the Final Approval Hearing on February 14, 2023, at 8:30 a.m. to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.tulare.courts.ca.gov/>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

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

Counsel for Defendant Pregis:

Rachel Chatman
Benesch, Friedlander, Coplan & Aronoff, LLP
One Montgomery, Suite 2700
San Francisco, CA 94104

Counsel for Defendant Manpower:

Ivy Fitzgerald
Littler Mendelson, PC
5200 North Palm Ave, Suite 302
Fresno, CA 93704

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

The Court will hold a Final Approval Hearing at 8:30 a.m. on February 14, 2023, at the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, CA 93291, in Department 7 before Judge Bret Hillman. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Ramirez v. Pregis Innovative Packaging LLC*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Tulare (<https://online.tulare.courts.ca.gov/>) and entering the Case No. VCU285886.

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

You may call the Settlement Administrator at (888) 250-6810 or write to *Ramirez v. Pregis Innovative Packaging* Settlement Administrator, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781; or contact Class Counsel at 1-858-551-1223.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Ramirez v. Pregis Innovative Packaging LLC*. You may also get more details by examining the Court's file on the Internet via the Case Information webpage for the Tulare County Superior Court (<https://online.tulare.courts.ca.gov/>) and entering the Case No. VCU285886. If you wish to view the Court files in person, you go to the Clerk's Office at 221 South Mooney Blvd, Room 201, Visalia, CA 93291.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check where the funds may be claimed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.