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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF TULARE**

15 MATTHEW RAMIREZ, ADAM
16 VILLASENOR, LUIS FLORES, STEVEN
17 SAEVANG, and PEDRO GUTIERREZ,
18 individuals, on behalf of themselves and on
19 behalf of all persons similarly situated,

20 Plaintiff,

21 vs.

22 PREGIS INNOVATIVE PACKAGING
23 LLC, a Limited Liability Company;
24 MANPOWER, U.S. INC., a Corporation,
25 and Does 1 through 50, Inclusive,

26 Defendants.

Case No.: **VCU285886**
Consolidated for All Purposes with
Case No. VCU285887

**DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 14, 2023
Hearing Time: 8:30 a.m.

*[Hearing scheduled by Order dated August 18,
2022 at paragraph 12]*

Dept: 7
Judge: Hon. Bret Hillman

Action Filed: February 3, 2021
Trial Date: None set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Matthew Ramirez, Adam Villasenor, Luis Flores, Steven
4 Saevang, and Pedro Gutierrez ("Plaintiffs") in this matter. As such, I am fully familiar with the facts,
5 pleadings and history of this matter. The following facts are within my own personal knowledge, and
6 if called as a witness, I could testify competently to the matters stated herein. This declaration is being
7 submitted in support to the motion for final approval of the class settlement filed by Plaintiffs.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter
12 at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience
13 in the areas of employment class actions, unfair business practices and other complex litigation. The
14 attorneys at my firm have extensive experience in cases involving labor code violations and overtime
15 claims. Class Counsel has litigated similar overtime cases against other employers on behalf of
16 employees, including cases against See's Candies, Securitas, Okta, Advanced Home Health, El Pollo
17 Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca, Nortek Security, California Fine
18 Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon, Apple, Wells Fargo, Kaiser,
19 Universal Protection Services, and California State Automobile Association. Class Counsel have been
20 approved as experienced class counsel during contested motions in state and federal courts throughout
21 California. It is this level of experience which enabled the firm to undertake the instant matter and to
22 successfully combat the resources of the defendants and their capable and experienced counsel. Class
23 Counsel have participated in every aspect of the settlement discussions and have concluded the
24 settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action Settlement Agreement (the "Agreement")
28

1 between the parties is attached hereto as Exhibit #2.¹ Plaintiffs and Defendants Pregis Innovative
2 Packaging LLC (“Pregis”) and Manpower, U.S. Inc. (“Manpower”) (collectively “Defendants”) reached
3 a full and final settlement of the above-captioned action, which is embodied in the Agreement filed
4 concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be
5 paid by Defendants is Seven Hundred Eighty-Four Thousand Six Hundred Twenty Dollars (\$784,620),
6 which is the original Gross Settlement Amount of \$750,000 plus the additional class size modification
7 amount of \$34,620, with Manpower to contribute \$20,000 and Pregis to pay the remainder. (Agreement
8 at ¶I(19).) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
9 payment of the Settlement Shares to the Class; (2) Class Counsel Fees Payment and Class Counsel
10 Litigation Expenses Payment; (3) Settlement Administration Expenses; (4) Class Representative
11 Service Payments to the Plaintiffs; and (5) the PAGA Payment. (Agreement at ¶ I(19).) The Gross
12 Settlement Amount does not include Defendants’ share of payroll taxes. (Agreement at ¶ III(39).)

13 (b) The Gross Settlement Amount shall be all-in with no reversion to Defendants. (Agreement
14 at ¶ III(39).)

15 (c) Defendants shall fund the Gross Settlement Amount and the amount necessary to pay
16 Defendants’ share of payroll taxes within fifteen (15) business days of the Effective Date. (Agreement
17 at ¶ III(43)(j).) The Settlement Shares to Participating Class Members will be mailed by the Settlement
18 Administrator within fifteen (15) business days after the funding of the Gross Settlement Amount.
19 (Agreement at ¶ III(43)(j).)

20 (d) The Net Settlement Amount equals the net amount available for payment to the Class after
21 deducting the Court-approved amounts for the Class Representative Service Payments, the Class
22 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the
23 Settlement Administration Expenses. (Agreement at ¶ I(21).) The Net Settlement Amount will be
24 distributed as the Settlement Shares to the Class Members who do not timely request exclusion
25 (“Participating Class Members”). (Agreement at ¶¶ I(24) and III(41).) The Settlement Share will be
26 calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the
27 _____

28 ¹ Capitalized terms are defined in the Agreement.

1 total number of weeks included in the dates of employment to determine a dollar amount per week
2 ("Weekly Rate"); and (iii) the Settlement Administrator shall then take the number of weeks worked
3 by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement
4 Share. (Agreement at ¶ III(41)(b).) Workweeks are based on Defendants' records, however, Class
5 Members have the right to challenge the number of workweeks.

6 (e) Class Members were sent the Court approved Class Notice using the procedure approved
7 by the Court by mailing the notice packets after updating class members' addresses using the National
8 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
9 notices to any forwarding address provided or updated address located. (Declaration of Madely Nava
10 ("Nava Decl.") ¶¶ 6-8.) Class Members were provided with the opportunity to exclude themselves or
11 "opt out" if they did not want to participate in the settlement. (Agreement at ¶ III(43)(c)(iii), Ex. A;
12 Nava Decl. ¶11, Exh. A.) No Class Members submitted an Opt-Out Request and, therefore, all Class
13 Members are deemed Participating Class Members who are bound by the Settlement and will be
14 entitled to receive a Settlement Share. (Agreement at ¶ III(43)(c)(iii); Nava Decl. ¶11.) All Aggrieved
15 Employees will still be paid their allocation of the PAGA Payment, respectively, and will remain bound
16 by the release of the Released PAGA Claims. (Agreement at ¶ III(43)(c)(iii).) The Class Notice also
17 advised Class Members of their right to object to the Settlement and/or dispute their workweeks.
18 (Agreement at ¶ III(43)(c)(i)-(ii), Ex. A; Nava Decl. ¶¶ 12-13, Exh. A.)

19 (f) A Participating Class Member must cash his or her Settlement Share check within 180 days
20 after it is mailed. (Agreement at ¶ III(43)(k).) The Settlement Administrator will send a reminder to
21 Participating Class Members who have not cashed their checks within 120 days after its last mailing
22 to the affected individual. (Agreement at ¶ III(43)(k).) Any settlement checks not cashed within 180
23 days will be voided and any funds from such uncashed checks will be paid to the California State
24 Controller's Unclaimed Property Fund in the name of the Participating Class Member. Checks to
25 Aggrieved Employees shall be handled in the same manner (Agreement at ¶ III(43)(k).)

26 (g) ILYM Group was appointed as the Settlement Administrator. (Agreement at ¶ III(42);
27 Preliminary Approval Order at ¶ 9.) From the Gross Settlement Amount, the Settlement Administrator
28 shall be paid for the expenses of administering the Settlement in an amount not to exceed \$12,000.

1 (Agreement at ¶ III(40)(d).) As set forth in the Nava Decl. at ¶ 15, the Settlement Administration
2 Expenses, including fees and costs incurred to-date, as well as anticipated fees and costs for completion
3 of the settlement administration, are \$10,440.00.

4 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
5 not to exceed one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment.
6 (Agreement at ¶ III(47)(b).) Class Counsel will also be allowed to apply separately for an award of
7 Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶
8 III(40)(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
9 each to the Plaintiffs as the Class Representative Service Payments, which was reduced to \$5,000 by
10 this Court at preliminary approval. (Agreement at ¶ III(40)(a); Preliminary Approval Order at ¶ 4) The
11 Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment, and Class Representative
12 Service Payments shall all be paid from the Gross Settlement Amount. In support of this separate
13 motion for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing
14 evidentiary support, for these requests, including lodestar.

15 (i) The Parties will seek approval from the Court for the PAGA Payment of \$20,000 out of the
16 Gross Settlement Amount, which shall be allocated 75% (\$15,000) to the LWDA as the LWDA's share
17 of the PAGA Payment pursuant to PAGA and 25% (\$5,000) will be distributed to the Aggrieved
18 Employees based on their respective pay periods worked during the PAGA Period. (Agreement at ¶
19 III(40)(c).) All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject
20 to the release of the Released PAGA Claims, whether or not they opt out of the Class. (Agreement at
21 ¶ III(40)(c).) As set forth in the accompany proof of service, the LWDA has been served with this
22 motion and the Agreement.

23 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
24 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
25 settlement is "fair, adequate and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
26 Settlement valued at Seven Hundred Eighty-Four Thousand Six Hundred Twenty Dollars (\$784,620),
27 which is the original Gross Settlement Amount of \$750,000 plus the additional class size modification
28 amount of \$34,620, is an excellent result for the Class. This result is particularly favorable in light of

1 the fact that liability was far from certain in light of the defenses asserted by Defendants. Given the
2 complexities of this case and the defenses asserted, along with the uncertainties of proof at trial and
3 appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

4
5 4. Procedural status of the settlement - In accordance with the Preliminary Approval
6 Order dated August 18, 2022 ("Preliminary Approval Order"), the approved Class Notice has been
7 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
8 On September 20, 2022, the Settlement Administrator mailed the Court-approved Class Notice to the
9 Class Members, which provided each class member with the terms of the Settlement, including notice
10 of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and
11 service awards that were being sought, how individual settlement awards would be calculated, and the
12 specific, estimated payment amount to that individual. See Nava Decl. ¶ 7, Exh. A. In disseminating
13 the notices, the Settlement Administrator followed the notice procedures authorized by the Court in its
14 Preliminary Approval Order. Significantly, there have been no objections and no opt-outs. Nava Decl.
15 ¶¶ 11-12. As a result, the entire Class will participate in the Settlement and will be sent a settlement
16 check, representing 100% of the Class. See Nava Decl. at ¶ 13.

17
18 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
19 Class Members were not provided all minimum wages and overtime compensation and at the correct
20 rate, were not provided and/or paid for meal and rest periods, were not reimbursed for reasonable
21 business expenses, and were not provided accurate itemized wage statements. The Action seeks
22 unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly
23 due and owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

24
25 6. Procedural History of the Litigation

26 (a) On February 3, 2021, Plaintiffs Matthew Ramirez and Adam Villasenor filed a Class Action
27 Complaint against Defendant Pregis in the Superior Court of the State of California, County of Tulare.
28 Plaintiffs Matthew Ramirez and Adam Villasenor asserted claims that Defendant: (a) engaged in unfair

1 business practices in violation of California Business & Professions Code §§ 17200, *et seq.*; (b) failed
2 to pay overtime wages in violation of California Labor Code §§ 510 and 1198; (c) failed to pay
3 minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) failed to provide
4 required meal periods and pay meal period premiums in violation of California Labor Code §§ 226.7
5 & 512; (e) failed to provide required rest periods and pay rest period premiums in violation of
6 California Labor Code §§ 226.7; (f) Failed to provide accurate itemized wage statements in violation
7 of California Labor Code § 226; (g) failed to reimburse employees for required expenses in violation
8 of California Labor Code §§ 2800 and 2802; and, (h) failed to pay wages when due upon termination
9 of employment in violation of California Labor Code §§ 201 and 202. ON or about April 20, 2021,
10 Defendant Pregis filed an Answer to Plaintiffs' Class Action Complaint, denying all Plaintiff's
11 allegations and asserting thirty-five (35) affirmative defenses.

12 (b) On February 3, 2021, Plaintiffs Matthew Ramirez and Adam Villasenor filed a separate
13 Representative Action Complaint against Defendant Pregis for Civil Penalties Pursuant to Labor Code
14 §§ 2699, *et seq.* (the Private Attorneys General Act ("PAGA")) for violations of Labor Code §§ 201, 202,
15 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
16 California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B). On or about April 20,
17 2021, Defendant Pregis filed an Answer to Plaintiffs' Representative Action Complaint, denying all
18 Plaintiff's allegations and asserting thirty-eight (38) affirmative defenses.

19 (c) On May 6, 2022, the Court approved the Parties' Stipulation and consolidated the two
20 actions and allowed Plaintiffs to file an amended complaint. On May 12, 2022 Plaintiffs filed the
21 Consolidated Class Action Complaint which added Manpower as a named Defendant, added Plaintiff
22 Flores, Saevang, Gutierrez as named Plaintiffs; and included the alleged PAGA claim into the Class
23 Action Complaint.

24 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
25 including production of documents, class data, and other information, allowing for the full and
26 complete analysis of liabilities and defenses to the claims in the Action. The information for mediation
27 obtained by Plaintiffs included: (1) data showing employees and their employment dates; (2) time
28 punch data and payroll data for employees; (3) Defendants' employee wage and hour policies; (5) the

1 employment files for the Plaintiffs; and, (7) samples of wage statements provided by Defendants.
2 Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation.

3 (e) Prior to mediation, the Parties engaged in the above investigation and the exchange of
4 documents and information in connection with the Action. On December 21, 2021, the Plaintiffs and
5 Defendants participated in an all-day mediation presided over by Jeffrey Krivis, a respected mediator
6 of wage and hour representative and class actions. Following the mediation, each side, represented by
7 its respective counsel, were able to agree to settle the Action based on a mediator's proposal which was
8 memorialized in the form of a Memorandum of Understanding. At all times, the negotiations were
9 arm's length and contentious.

10 (f) The Parties continued to negotiate the terms of the settlement and prepared the final
11 Agreement which was signed by the Parties and is now presented to this Court for preliminary
12 approval. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals who
13 are or previously were employed by Defendant Pregis and all individuals who were employed by
14 Defendant Manpower and assigned to work at a Pregis facility in California who were classified as
15 hourly non-exempt employees at any time during the Class Period." (Agreement at ¶ I(3).) The Class
16 Period is from May 8, 2018 through February 21, 2022. The Class consists of an estimated 248 Class
17 Members who worked 27,400 weeks during the Class Period. Defendant Pregis has agreed to pay the
18 additional increase of \$34,620 to cover the increase in workweeks over 26,246.

19 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of
20 any kind associated with the claims alleged in the Action and further denies that, for any purpose other
21 than settlement, the Action is appropriate for class treatment. Defendants contend, among other things,
22 that it has correctly compensated the Class Members and complied at all times with the California
23 Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendants contend
24 that class certification would be inappropriate for any reason other than for settlement. Plaintiffs
25 contend that Defendants violated California wage and hour laws as alleged in the Action. Plaintiffs
26 further contend that the Action is appropriate for class certification on the basis that the claims meet
27 the requisites for class certification. Without admitting that class certification is proper, Defendants
28 have stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶

1 II(35).) The Parties agree that certification for settlement purposes is not an admission that class
2 certification would be proper if the class certification issue were litigated. Further, the Agreement is
3 not admissible in this or any other proceeding as evidence that the Class could be certified absent a
4 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites
5 for establishing class certification with respect to the Class are satisfied.

6 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
7 Over the course of the litigation, Class Counsel has diligently evaluated the Class Members' claims
8 against Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class Counsel
9 with access to necessary information for the Class. In addition, Class Counsel previously negotiated
10 settlements with other employers in actions involving nearly identical issues and analogous defenses.
11 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
12 Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair,
13 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
14 circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential
15 appellate issues.

16
17 7. History of Settlement Discussions

18 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
19 before an experienced and well-respected mediator. Defendants have expressly denied and continue
20 to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
21 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
22 Class Claims of the Class in accordance with this Settlement. Class Counsel are experienced and
23 qualified to evaluate the class claims, the viability of the defenses asserted, and the risks and benefits
24 of trial and settlement, and Class Counsel are experienced in wage and hour employment law class
25 actions, as Class Counsel has previously litigated and certified similar claims against other employers.

26 (b) The Parties attended an arms-length mediation session with Jeffrey Krivis, Esq., a respected
27 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
28 preparation for the mediation sessions, Defendants provided Class Counsel with necessary information

1 for the members of the Class, including time data, payroll data and data concerning the composition
2 of the Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting
3 Group, and prepared and submitted a mediation brief and damage valuation to the Mediator.
4 Following the mediation, the Parties were able to agree to settle the Action based upon a mediator's
5 proposal which was memorialized in the form of a Memorandum of Understanding.

6 (c) From January 2022 to May 2022, the settlement agreement and exhibits thereto were
7 finalized and executed, and presented to this Court on July 19, 2022 for preliminary approval. The
8 Court requested supplemental briefing and information, which was provided by the Supplemental
9 Declaration of Kyle Nordrehaug, submitted on August 8, 2022. Following this supplemental
10 submission, this Court granted preliminary approval and the Preliminary Approval Order was entered
11 by this Court on August 18, 2022.

12 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate.
13 In my judgment as experienced Class Counsel, this Settlement should be finally approved.
14

15 8. The outcome of this case would have been uncertain and fraught with risks.

16 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of
17 the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied
18 with all applicable Labor laws. Defendants argued that all work time was recorded and paid.
19 Defendants contend that their meal and rest period policies fully complied with California law, that
20 Defendants' timekeeping system recorded meal periods, and that meal periods were provided.
21 Defendants also argued that meal period premiums were paid when a meal period was not provided,
22 which negated the meal period claim. Further, Defendants argued that Defendants were not required
23 to record rest periods and that there was no evidence that rest periods were not provided given the
24 facially lawful policies. Finally, Defendants could argue that the Supreme Court decision in *Brinker*
25 *v. Superior Court*, 53 Cal. 4th 1004 (2012), weakens Plaintiffs' claims, on liability, value, and class
26 certifiability as to the meal and rest period claims. Defendants also argue that based on their facially
27 lawful practices, they acted in good faith and without willfulness, which if accepted would negate the
28 claims for waiting time penalties and/or inaccurate wage statements. Under the state of the law at the

1 time of mediation, it was questionable whether these penalties could be awarded at all based upon the
2 alleged meal and rest period violations. If successful, Defendants' defenses could eliminate or
3 substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be
4 overcome, Defendants maintain these defenses have merit and therefore present a serious risk to
5 recovery by the Class.

6 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be
7 unable to obtain class certification and thereby not recover on behalf of any employees other than
8 themselves. Defendants argued that the individual experience of each putative class member varied
9 with respect to the claims. Defendants could also contest class certification by arguing injury and good
10 faith were case by case determinations that precluded class certification. Plaintiffs are aware of cases
11 where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App.
12 5th 885, 256 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest break claims). Defendants
13 also contended that individual differences in work experiences not only impacted damages but would
14 also impact certification. Finally, even if class certification was successful, as demonstrated by the
15 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there
16 are significant hurdles to overcome for a class wide recovery even where the class has been certified.
17 While other cases have approved class certification in wage and hour claims, class certification in this
18 action would have been hotly disputed and was by no means a foregone conclusion.

19 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further
20 litigation cannot be overstated. There is little doubt that Defendants would post a bond and appeal in
21 the event of an adverse judgment. A post-judgment appeal by Defendants would have required many
22 more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total,
23 then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery
24 today outweigh an uncertain result three or more years in the future. Plaintiffs and Class Counsel
25 recognize the expense and length of a trial against Defendants through possible appeals which could
26 take at least another two or three years. Class Counsel also have taken into account the uncertain
27 outcome, the risk of litigation, especially in complex actions such as this one. Class Counsel are also
28 mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims

1 asserted in the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs
2 would have mounted and recovery would have been delayed if not denied, thereby reducing the benefits
3 of an ultimate victory. Plaintiffs and Class Counsel believe that the Settlement confers substantial
4 benefits upon the Class. Based upon their evaluation, Plaintiffs and Class Counsel have determined
5 that the Settlement set forth in the Agreement is in the best interest of the Class.

6 (d) The calculations to compensate for the amount due to the Class Members at the time this
7 Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting Group, in advance
8 of mediation. As to the Class whose claims are at issue in this Action, Plaintiffs used an expert to
9 analyze the data and determine the potential unpaid wages for the employees. For the Class, Plaintiffs
10 determined that the maximum potential unpaid overtime due to the alleged miscalculation of the regular
11 rate and the *Ferra* claim was \$5,813, the maximum potential unpaid wages due to the alleged off-the-
12 clock temperature checks was \$99,314, the maximum potential meal period damages were estimated
13 to be \$689,372 based upon an alleged 38.5% violation rate evidenced in the time punch records, after
14 deducting the meal premiums paid by Defendants, the maximum rest period damages were estimated
15 to be \$2,107,484 based upon a 100% violation rate, and the maximum damages for unreimbursed
16 expenses were estimated to be \$167,672 based upon cell phone expense of \$30 per month. In total, the
17 damages for the Class were calculated to have a maximum total value of \$3,069,655. In addition,
18 Plaintiffs calculated that the maximum value of the waiting time penalties was between \$144,772 and
19 \$339,44, depending on the predicate violation, and the maximum value of the wage statement penalties
20 were \$601,600, however, these wage statement and waiting time penalties claims potentially had a
21 much smaller value, even if damages were awarded, to the extent that they are only derivative of the
22 meal and rest break claims.² Defendants dispute Plaintiffs' estimates and believes the amount they can

23
24 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
25 226, at mediation Plaintiffs recognized that these claims were subject to various defenses asserted by
26 Defendants, including, but not limited to, a good faith dispute defense as to whether any premium
27 wages for meal or rest periods or other wages were owed given Defendants' position that Plaintiffs
28 were properly compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010)
("There is no willful failure to pay wages if the employer and employee have a good faith dispute as
to whether and when the wages were due."). Additionally, Courts have held that violations of the meal
and rest period regulations, which require payment of a "premium wage" for each improper meal

1 recover for themselves and the Class, if anything at all, is actually much lower. Consequently, the
2 Gross Settlement Amount represents more than 24% of the value of the potential maximum damages
3 at issue for the Class in this case, assuming these amounts could all be proven in full at trial.³ The above
4 maximum calculations should then be adjusted in consideration for both the risk of certification and
5 the risk of establishing class-wide liability on all claims. Given the amount of the Settlement as
6 compared to the potential value of the claims, the Settlement is most certainly fair and reasonable.

7 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
8 significant recovery, particularly when viewed in light of the fact that the Defendants asserted serious
9 and substantial defenses. Currently, the maximum and average class member allocation are \$3,270.36
10 and \$1,825.16, respectively. See Nava Decl. ¶14. Given the complexities of this case, the defenses,
11 along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
12 adequate, and should be finally approved.

13 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs
14 would prevail against the Defendants' factual and legal defenses. While Plaintiffs and Class Counsel
15 believe in the merits of the claims, Defendants have asserted real and substantial defenses to these
16 claims and to class certification. Settlement in this case clearly benefits the Class when measuring the
17 strengths of Plaintiffs' case and the risk of establishing class wide liability and damages.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed this 18th day of January, 2023, at San Diego, California.

20 /s/ Normand Blumenthal
21 Norman B. Blumenthal
22

23 _____
24 period, do **not** give rise to claims under sections 203 and 226. See *Ling v. P.F. Chang's China Bistro,*
25 *Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th
26 1308, 1336 (2018). As a result, at the time of mediation, the viability of Plaintiffs' claims was
27 uncertain.

28 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'
Motion for Preliminary Approval of Class Action Settlement.

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

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Admitted: 1999, California

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Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

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Associate Attorney

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Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

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Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and 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”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Action” collectively means: (1) the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Matthew Ramirez and Adam Villasenor v. Pregis Innovative Packaging LLC*, Case No. VCU285886, pending in Superior Court of the State of California, County of Tulare, and (2) the Representative Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Matthew Ramirez and Adam Villasenor v. Pregis Innovative Packaging LLC*, Case No. VCU285887, pending in Superior Court of the State of California, County of Tulare.
2. “Aggrieved Employees” means 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.
3. “Class” means 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.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, and Jeffrey S. Herman of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; and his or her dates of employment and/or

weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.

7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator) along with a Spanish translation of the Class Notice.
10. “Class Period” means the period of time from May 8, 2018 through February 21, 2022.
11. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
12. “Court” means the Superior Court of California, County of Tulare.
13. “Defendants” means Pregis Innovative Packaging LLC and Manpower US Inc.
14. “Defendants’ Counsel” means Rachel Chatman, Johanna Fabrizio Parker and Corey Clay of Benesch, Friedlander, Coplan & Aronoff, LLP.
15. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(17) of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.

3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
19. “Gross Settlement Amount” means Seven Hundred Fifty Thousand Dollars (\$750,000) to be paid by Pregis Innovative Packaging LLC as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and only excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants. Of the total settlement amount paid by Pregis Innovative Packaging LLC, Manpower US, Inc. shall contribute a total gross amount of \$20,000.
20. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
21. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
22. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
23. “PAGA Period” means the period of time from February 2, 2020 through February 21, 2022.
24. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
25. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
26. “Released Parties” collectively mean: Defendants, Defendants’ respective past, present and future parents, affiliates, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of each of the Released Parties.

27. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
28. “Settlement Administrator” means the third party settlement administrator proposed by the Parties, as approved by the Court.
29. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

30. 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. Plaintiffs asserted claims that Defendant Pregis:
 - a. Violated California Business and Professions Code § 17200 *et seq.*;
 - b. Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 - c. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
 - d. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - e. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - f. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - g. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
 - h. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.
31. On or about April 20, 2021, Defendant Pregis filed an Answer to Plaintiffs’ Class Action Complaint, denying all Plaintiff’s allegations and asserting thirty-five (35) affirmative defenses.
32. 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).

33. On or about April 20, 2021, Defendant Pregis filed an Answer to Plaintiffs' Representative Action Complaint, denying all Plaintiff's allegations and asserting thirty-eight (38) affirmative defenses.
34. On December 21, 2021, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal, which was then memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
35. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. Defendants have denied, and continue to deny, Plaintiffs' allegations and claims. If for any reason the settlement does not become effective, any class will be decertified, the parties will revert to their pre-settlement positions, and Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

39. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Pregis Innovative Packaging LLC will pay under this Settlement is Seven Hundred Fifty Thousand Dollars (\$750,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding only any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator. Manpower US, Inc. shall contribute a total gross amount of \$20,000 toward the settlement payments made by Pregis Innovative Packaging LLC. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.
40. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$10,000 each as Class Representative Service Payments, which is combined total

of \$50,000 in Class Representative Service Payments. Defendants will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$10,000, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payments.

- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$250,000, as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$250,000, and \$20,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel, who will assume full responsibility and liability for the taxes due on these payments.
- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$20,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$15,000) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$5,000) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$20,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. 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. One hundred percent (100%) of the PAGA

Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.

- d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$12,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$12,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

41. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendants shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then 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 (iii) 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.
- c. **Withholding.**
 - i. Subject to approval by the Court, 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 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - ii. Subject to approval by the Court, 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 (collectively the “Non-Wage

Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

- d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - e. **Class Size Modification.** Defendants have represented that the class consists of an estimated total of 230 Class Members who worked 23,700 workweeks during the Class Period solely for Defendant Pregis, and 18 Class Member who worked 18 Class Members who worked 160 workweeks as Manpower employees assigned to work at Pregis locations in California. In regard hereto, Defendants will provide declarations under oath prior to the filing of the motion for preliminary approval as to the number of Class Members during the Class Period. If the number of workweeks increases by more than 10% as of the end of the Class Period, i.e., if there are more than 26,246 Qualifying Workweeks, there will be a pro rata adjustment to the Gross Settlement Amount equal to \$30 per additional workweek in excess of 26,246. Alternatively, Defendants will have the option of ending the Class Period as of any date the increase reaches 26,246 workweeks to avoid any pro rata adjustment to the Gross Settlement Amount.
42. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member’s new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member’s Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The

Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

43. Procedure for Approving Settlement.

a. Amending the Action

- i. In connection with this Settlement, the Parties agree to allow Plaintiffs to amend the Class Action Complaint to address all issues in this settlement, including the addition of Manpower as a named Defendant; the addition of Plaintiff Flores, Saevang, Gutierrez as named Plaintiffs; and the addition of the alleged PAGA claim into the Class Action Complaint.
- ii. The Parties will execute any stipulations necessary to seek Court approval for the filing of the amended pleading.
- iii. The parties understand that the stipulation for such an amendment is not an admission by Defendants of any wrongdoing.

b. Motion for Preliminary Approval of Settlement by the Court.

- i. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution. Class Counsel will provide Defendants' Counsel with a draft of the Preliminary Approval Motion at least five (5) business days prior to filing.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release

to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

- c. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - i. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.(42)., or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendants and/or an order from the Court.
 - ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Class Notice, and any re-mailed Class Notice, shall include a Spanish translation. The envelope of the Class Notice Packet shall include an advisory about the content in both English and Spanish.
 - iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the

Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

v. Not later than 10 days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

d. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to

workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the information requested. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Written objections may also be faxed or emailed to the Settlement Administrator. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement. Plaintiffs shall not object to the Settlement.
- ii. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. A dispute may also be faxed or emailed to the Settlement Administrator. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendants' Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.
- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions

in the Class Notice, however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. An Election Not to Participate may also be faxed or emailed to the Settlement Administrator. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

e. **Right of Defendants to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the Class, Defendants, at their sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendants shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to

Participate in Settlement by providing written notice to Class Counsel. If Defendants exercise its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendants exercise the right to void the Settlement pursuant to this Paragraph will be paid by Defendants.

f. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

g. **Additional Briefing and Final Approval.**

- i. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- ii. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses. Plaintiff's counsel will provide a draft of these motion papers to Defendants' Counsel at least five (5) business days prior to filing.
- iii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
- iv. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment,

Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- v. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
- h. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
- i. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

- j. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendants shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within thirty days (30) days of the Effective Date. Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PGA Payment in accordance with this Agreement.
- k. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid 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, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.
- l. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

44. **Release of Claims.**

- a. **Participating Class Members.** 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 Claims include the claims identified in paragraph II(30) of this Agreement: (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.
- b. **Aggrieved Employees.** 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.
- c. **Plaintiffs.** Upon the Effective Date, Plaintiffs generally, release and discharge the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period ("Plaintiffs' Released Claims"). This release of Plaintiffs' Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of Plaintiffs' Released Claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including

rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

- e. **Class Counsel.** As of the date the Defendants fully fund the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.
- f. **Agreement May Be Pleaded As a Complete Defense.** This Agreement may be pleaded as a complete defense to any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of or contrary to this Agreement.

45. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k), vacation, sick leave or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. It is the Parties' intention that this

Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

46. **Limitation on Public Statements About Settlement.** The Parties and their attorneys will keep the settlement confidential through Preliminary Approval. Thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement. If Plaintiffs or Class Counsel or Defendants or Defendants' Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. The motions for approval, the motion for attorneys' fees and the Judgment shall be posted on a static website as set forth in the Class Notice. Nothing in this provision shall prevent Defendants or Plaintiffs from making any required disclosures.

IV. MISCELLANEOUS TERMS

47. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendants of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate. Defendants agree to certification of this class solely for purposes of this settlement. It is not an admission that class certification is proper. It also is not an admission that Pregis

employed any individual associated with Manpower, or that Pregis and Manpower are joint employers. Should any part of this settlement not be approved or be terminated, the settlement class (if certified) will be decertified and the conditional agreement to class certification will be inadmissible and have no effect on any future actions related to this litigation.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
 - c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
48. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
49. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
50. **Agreement Limitations.** Nothing in this Agreement prohibits Plaintiffs or class members from voluntarily reporting possible violations of law or regulation to

any government agency, including, but not limited to, the Department of Justice, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the National Labor Relations Board or any other state or federal regulatory authority, or making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Likewise, nothing in this Agreement requires Plaintiffs or class members to provide notice to or receive approval from the Company before making any of the reports or disclosures described in this paragraph; but Plaintiffs understand that the Company encourages them to do so. Finally, nothing in this Agreement prohibits Plaintiffs or class members from cooperating in an investigation conducted by any government agency, prohibits a disclosure allowed under the Defend Trade Secrets Act or limits their right to receive an award for information provided to any government agency.

51. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
52. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. No tax result is guaranteed as to any payment made under this Agreement, and Defendants make no representation as to the tax treatment of payments made under this Agreement.
53. **Modification of Agreement.** Except as set forth in section 49 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
54. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
55. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
56. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
57. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

58. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) days after the Defendants fully fund the Gross Settlement Amount, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.
59. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
60. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Rachel Chatman
Benesch, Friedlander, Coplan & Aronoff, LLP
One Montgomery, Suite 2700
San Francisco, CA 94104
Tel.: (628) 600-2240
Fax.: (628) 221-5828
Email: rchatman@beneschlaw.com

Johanna Fabrizio Parker
Corey Clay
Benesch, Friedlander, Coplan & Aronoff, LLP
200 Public Square, Suite 2300
Cleveland, OH 44114
Telephone: 216.363.4500

Email: jparker@beneschlaw.com
cclay@beneschlaw.com

Attorneys for Defendant Pregis

Ivy Fitzgerald
Julie Campos
Caroline Lutz
Littler Mendelson, PC
5200 North Palm Ave, Suite 302
Fresno, CA 93704
Tel.: (559) 244-7500
Fax.: (559) 277-0522
Email: ifitzgerald@littler.com
jcampos@littler.com
clutz@littler.com

Attorneys for Defendant Manpower

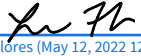
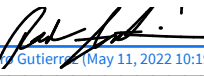
61. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
62. **Legal Developments.** The Parties agree that Plaintiffs will submit to the Court a motion for preliminary approval of this Agreement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Class Claims, Released PAGA Claims and Plaintiffs' Released Claims.
63. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with Jeffrey Kravis, Esq. on December 21, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
64. **Contingent Nature of Agreement.** Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If there is no Final date and Judgment entered, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of

certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If there is no Final date and Judgment entered, any certification of the Class as to Defendants will be vacated and Plaintiffs, Defendants, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that there is no Final date and Judgment entered: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If there is no Final date and Judgment entered, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

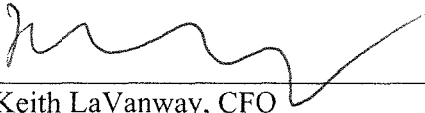
65. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES \

The Parties hereby execute this Agreement.

Dated: <u>May 13, 2022</u>	 Matthew Ramirez (May 13, 2022 11:08 PDT) Plaintiff Matthew Ramirez
Dated: <u>May 11, 2022</u>	 Adam Villasenor (May 11, 2022 23:10 PDT) Plaintiff Adam Villasenor
Dated: <u>May 12, 2022</u>	 Luis Flores (May 12, 2022 12:48 PDT) Plaintiff Luis Flores
Dated: <u>May 11, 2022</u>	 Steven saevang (May 11, 2022 21:29 CDT) Plaintiff Steven Saevang
Dated: <u>May 11, 2022</u>	 Pedro Gutierrez (May 11, 2022 10:19 PDT) Plaintiff Pedro Gutierrez

Dated: 5/23/22



Keith LaVanway, CFO
For Defendant Pregis Innovative Packaging LLC

Dated: _____

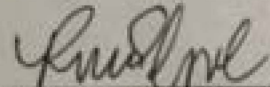
[name]

For Defendant Manpower US Inc.

Dated: _____

[name]
For Defendant: Procs Innovative Packaging LLC

Dated: 5/20/22



ROXANA E. COOK [name]
For Defendant Manpower US Inc.

Dated: _____

Norbert Blumenthal
Blumenthal Nordchang Blumenthal De Blouw LLP
Attorney for Plaintiff

[illegible]

[illegible]

[illegible]

EXHIBIT A

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

**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: \$<<__>>. 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 _____, 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 <<INSERT PRELIMINARY APPROVAL DATE>>. 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 Fifty Thousand Dollars (\$750,000) (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 \$250,000 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 \$ [REDACTED], 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 11070(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 <<\$_____>>. Defendants' records reflect that you have worked <<_____>> 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 << _____ >>.

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 _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

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: _____ or (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a 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 _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing]. 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 _____.
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 _____, no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

Alternatively, Class Members may appear remotely at the Final Approval Hearing on _____ at _____ 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 _____ on _____, 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 _____ or write to *Ramirez v. Pregis Innovative Packaging* Settlement Administrator, c/o _____; 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.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

MATTHEW RAMIREZ and ADAM
VILLASENOR, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

PREGIS INNOVATIVE PACKAGING LLC,
a Limited Liability Company; and DOES 1
through 50, Inclusive,

Defendants.

CASE NO.: **VCU285886 / VCU285887**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon, Bret Hillman
Dept.: 7

Action Filed: February 3, 2021
Trial Date: None Set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Bret Hillman of the Superior Court of the
2 State of California, in and for the County Tulare, on _____[DATE], for the motion by
3 Plaintiffs Matthew Ramirez, Adam Villasenor, Luis Flores, Steven Saevang, and Pedro Gutierrez
4 (“Plaintiffs”) for preliminary approval of the class settlement with Defendants Pregis Innovative
5 Packaging LLC (“Pregis”) and Manpower US Inc. (“Manpower”). The Court, having considered
6 the briefs, argument of counsel and all matters presented to the Court and good cause appearing,
7 hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

8
9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action Settlement Agreement
11 (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in Support of
12 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based on the
13 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
14 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
15 and California Rules of Court, rule 3.769.

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

18 3. The Gross Settlement Amount is Seven Hundred Fifty Thousand Dollars
19 (\$750,000). It appears to the Court on a preliminary basis that the settlement amount and terms are
20 fair, adequate and reasonable as to all potential Class Members when balanced against the
21 probable outcome of further litigation and the significant risks relating to certification, liability and
22 damages issues. It further appears that investigation and research have been conducted such that
23 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
24 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
25 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
26 It further appears that the Settlement has been reached as the result of serious and non-collusive,
27 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
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adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies for an attorneys' fees award not to exceed one-third (1/3) of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests, including lodestar, at the time of final approval.

5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "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.

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate representatives of the Class.

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 8. The Court hereby approves, as to form and content, the Notice of Proposed
4 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
5 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
6 accurately inform the Class of all material elements of the proposed Settlement, of the Class
7 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
8 member’s right and opportunity to object to the Settlement. The Court further finds that the
9 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
10 and this Order meets the requirements of due process, is the best notice practicable under the
11 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
12 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
13 the Agreement.

14 9. The Court hereby appoints ILYM Group as Settlement Administrator. No later
15 than fourteen (14) calendar days after preliminary approval of the Settlement by the Court,
16 Defendants shall provide to the Settlement Administrator an electronic spreadsheet with the Class
17 Data. The Settlement Administrator will perform address updates and verifications as necessary
18 prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no
19 event later than fourteen (14) calendar days after receiving the Class Data, the Settlement
20 Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail.

21 10. The Court hereby preliminarily approves the proposed procedure for exclusion
22 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
23 from the Class as provided in the Class Notice by following the instructions for requesting
24 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
25 postmarked by no later than forty-five (45) calendar days after the date of the mailing of the Class
26 Notice and received by the Settlement Administrator. If the Class Notice Packet is re-mailed, the
27 response date for requests for exclusion will be extended an additional 15 days. Any such person
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1 who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
2 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
3 comment thereon. Class Members who have not requested exclusion shall be bound by all
4 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
5 opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass
6 of individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of
7 the Settlement, those Aggrieved Employees that worked during the PAGA Period of February 2,
8 2020 through February 21, 2022, will still be paid their allocation of the PAGA Payment and will
9 remain bound by the release of the Released PAGA Claims in the Agreement regardless of their
10 request for exclusion from the Class.

11 11. Any Class Member who has not opted out may appear at the final approval hearing
12 and may object or express the Member's views regarding the Settlement, and may present
13 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
14 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
15 calendar days from the date of the mailing of the Class Notices to submit their written objections
16 to the Settlement Administrator in accordance with the instructions in the Class Notice. If the
17 Class Notice Packet is re-mailed, the response date for written objections will be extended an
18 additional 15 days. Alternatively, Class Members may appear at the Final Approval Hearing to
19 make oral objections.

20 12. A Final Approval Hearing shall be held before this Court on _____
21 _____ at _____ in Department 7 at the Tulare County Superior Court to determine
22 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
23 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
24 and should be finally approved by the Court; whether the Final Approval Order and Judgment
25 should be entered herein; whether the plan of allocation contained in the Agreement should be
26 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
27 fees and costs, the service awards, and the expenses of the Settlement Administrator. All papers in
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1 support of the motion for final approval and the motion for attorneys' fees, costs and service
2 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
3 before the hearing and both motions shall to be heard at the Final Approval Hearing.

4 13. Neither the Settlement nor any exhibit, document, or instrument delivered
5 thereunder shall be construed as a concession or admission by Defendants in any way that the
6 claims asserted have any merit or that this Action was properly brought as a class or representative
7 action, and shall not be used as evidence of, or used against Defendants as, an admission or
8 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
9 omission by Defendants or with respect to the truth of any allegation asserted by any person.
10 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
12 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
13 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
14 evidence of a presumption, concession, indication or admission by Defendants of any liability,
15 fault, wrongdoing, omission, concession or damage.

16 14. In the event the Settlement does not become effective in accordance with the terms
17 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
18 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 and the Parties shall revert to their respective positions as of before entering into the Agreement,
20 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
21 including all available defenses and affirmative defenses, and arguments that any claim in the
22 Action could not be certified as a class action and/or managed as a representative action. In such
23 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
24 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
25 the Agreement with respect to the effect of the Agreement if it is not approved.

26 15. The Court reserves the right to adjourn or continue the date of the final approval
27 hearing and all dates provided for in the Agreement without further notice to Class Members, and
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1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

3 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
4 further orders of the Court at the Final Approval Hearing.

5 **IT IS SO ORDERED.**

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7 Dated: _____

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HON. BRET HILLMAN
JUDGE, SUPERIOR COURT OF CALIFORNIA

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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF TULARE

MATTHEW RAMIREZ, ADAM
VILLASENOR, LUIS FLORES, STEVEN
SAEVANG, and PEDRO GUTIERREZ
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

PREGIS INNOVATIVE PACKAGING LLC,
a Limited Liability Company; MANPOWER,
U.S. INC., a Corporation, and Does 1 through
50, Inclusive,

Defendants.

CASE NO.: **VCU285886 / VCU285887**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon, Bret Hillman
Dept.: 7

Action Filed: February 3, 2021
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Matthew Ramirez, Adam Villasenor, Luis Flores, Steven Saevang,
2 and Pedro Gutierrez (“Plaintiffs”) for an order finally approving the Class Action Settlement
3 Agreement (“Agreement”) with Defendants Pregis Innovative Packaging LLC (“Pregis”) and
4 Manpower US Inc. (“Manpower”), and the motion for attorneys’ fees and costs, service payments,
5 and the fees and expenses of the Settlement Administrator, duly came on for hearing on
6 _____ before the Honorable Bret Hillman.

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8 **I.**
9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County of Tulare, and over all Parties to this litigation,
15 including the Class.
- 16 3. Based on a review of the papers submitted by Plaintiffs and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Fifty
18 Thousand Dollars (\$750,000) and the terms set forth in the Agreement are fair, reasonable, and
19 adequate.
- 20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount the
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the
24 assistance of an experienced mediator in the settlement process, among other factors, support the
25 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

- 27 5. On _____, the Court granted preliminary approval of the Settlement. At
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1 this same time, the Court approved conditional certification of the Class for settlement purposes
2 only.

3 **Notice to the Class**

4 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
5 by first class mail to members of the Class at their last known addresses on or about
6 _____. Mailing of the Class Notice to their last known addresses was the best notice
7 option under the circumstances and was reasonably calculated to communicate actual notice of the
8 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
9 fully and accurately informed the Class Members of all material elements of the proposed
10 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
11 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
12 laws of the State of California, the United States Constitution, due process and other applicable
13 law. The Class Notice fairly and adequately described the Settlement and provided Class
14 Members adequate instructions and a variety of means to obtain additional information.

15 7. The deadline for opting out of the Class or submitting written objections to the
16 Settlement was _____. There was an adequate interval between notice and the deadline
17 to permit Class Members to choose what to do and act on their decision. A full opportunity has
18 been afforded to the Class Members to participate in this hearing, and all Class Members and other
19 persons wishing to be heard have been heard. Class Members also have had a full and fair
20 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
21 Court determines that all Class Members who did not timely and properly submit a request for
22 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Jeffrey Krivis, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third (1/3) of
20 the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is
21 reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
22 Counsel, and the results achieved by Class Counsel. The requested awards have been supported
23 by Class Counsel's lodestar and billing statement.

24 **Class Representative Service Payments**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$10,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payments in the amount of \$_____ to each of the Plaintiff is reasonable
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1 in light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a
3 general release.

4 **Settlement Administration Expenses**

5 13. The Settlement Administrator shall calculate and administer the payment to be
6 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
7 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
8 Payment, issue any required tax reporting forms, calculate withholdings and perform the other
9 remaining duties set forth in the Agreement. The Settlement Administrator has documented
10 \$_____ in fees and expenses, and this amount is reasonable in light of the work performed by
11 the Settlement Administrator.

12 **PAGA Payment**

13 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
14 Amount of \$20,000, which shall be allocated \$15,000 to the LWDA as the LWDA's 75% share of
15 the settlement of civil penalties paid pursuant to the PAGA and \$5,000 to be distributed to the
16 Aggrieved Employees based on their respective pay periods during the PAGA Period. The
17 Aggrieved Employees are all individuals who are or previously were employed by Defendant
18 Pregis and all individuals who were employed by Defendant Manpower and assigned to work at a
19 Pregis facility in California who were classified as hourly non-exempt employees at any time
20 during the PAGA Period, which is February 2, 2020 through February 21, 2022. The Court finds
21 this PAGA Payment to be reasonable. All Aggrieved Employees will be sent their share of the
22 PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth
23 below, whether or not they opt out of the Settlement.

24
25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
28

1 1. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendant Pregis and all
4 individuals who were employed by Defendant Manpower and assigned to work at a
5 Pregis facility in California who were classified as hourly non-exempt employees at
any time during the Class Period (May 8, 2018 to February 21, 2022).

6 2. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
8 REFERENCE TO IDENTIFY ANY OPT OUTS].

9 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class.

11 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
12 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
13 compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

14 5. The payment of the Class Representative Service Payments in the amount of \$
15 _____ to each of the Plaintiffs is approved.

16 6. The payment of \$_____ to the Settlement Administrator for their fees and
17 expenses is approved.

18 7. The PAGA Payment of \$20,000 is approved and shall be allocated in accordance
19 with the Agreement.

20 8. The Agreement and this Settlement are not an admission by Defendants, nor is this
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
22 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
23 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
24 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
25 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
26 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
27 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
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1 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
2 these restrictions, Defendants may file in the Action or in any other proceeding this Final
3 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
4 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
5 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
6 Claims and/or the Released PAGA Claims.

7 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
8 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
9 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
10 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
11 to individual Class Members.

12 10. If the Agreement does not become final and effective in accordance with the terms
13 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
14 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
15 revert to their respective positions as of before entering into the Agreement, and expressly reserve
16 their respective rights regarding the prosecution and defense of this Action, including all available
17 defenses and affirmative defenses, and arguments that any claim in the Action could not be
18 certified as a class action and/or managed as a representative action.

19
20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

21 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
22 Plaintiffs, and all members of the Class, shall take nothing in the Action.

23 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
24 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
25 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
26 arising from or in connection with the distribution of settlement benefits.

1 3. The Parties are authorized to agree to and to adopt such amendments, modifications
2 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
3 Final Approval Order and Judgment and as approved by the Court.

4 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
5 provided in the Agreement and in this Final Approval Order and Judgment.

6 5. As of the Effective Date, and by virtue of this Order, each Class Member who has
7 not validly opted out has fully and completely released and discharged the "Released Class
8 Claims" against the Defendants and the Released Parties as set forth in the Agreement. "Released
9 Class Claims" means all class claims that were pled or could have been pled based on the factual
10 allegations contained in the operative complaint which occurred during the Class Period, including
11 claims that have been or could have been pled based on the facts of the operative complaint as to
12 wage and hour violations under local, state, and federal law, including, claims under the California
13 Labor Code which arose during the Class Period, and expressly excluding claims for vested
14 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
15 compensation, and class claims outside of the Class Period. The Released Class Claims include
16 claims for: (i) violation of California Business and Professions Code; (ii) failure to pay overtime
17 wages; (iii) failure to pay minimum wages; (iv) failure to provide required meal periods; (v)
18 failure to provide required rest periods; (vi) failure to provide accurate itemized wage statements;
19 (vii) failure to reimburse employees for required expenses; and (viii) failure to provide wages
20 when due.

21 6. As of the Effective Date, Defendants shall receive a release from the State of
22 California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et.*
23 *seq.*, predicated on the California Labor Code violations that are asserted in the LWDA Notices
24 for violations of Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512,
25 558(a)(1)-(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
26 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14),
27 Violation of Applicable Industrial Welfare Commission Wage Orders which occurred during the
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1 PAGA Period (“Released PAGA Claims”). The release of the Released PAGA Claims shall be
2 effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted
3 a request for an exclusion from the Class. The Released PAGA Claims do not include other
4 PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination,
5 discrimination, unemployment insurance, disability, social security, worker’s compensation, and
6 PAGA claims outside of the PAGA Period.

7 7. As of the Effective Date, Plaintiff generally releases and discharges the Released
8 Parties from all of the Plaintiffs’ Released Claims as set forth fully in the Agreement.

9 8. This Order shall constitute a final judgment pursuant to California Rule of Court
10 3.769(h).

11 9. The Parties will bear their own costs and attorneys’ fees except as otherwise
12 provided by this Court’s Order awarding Class Counsels’ Award for attorneys’ fees and litigation
13 costs.

14 10. The Court hereby enters final judgment in accordance with the terms of the
15 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed
16 on [_____], and this Order

17
18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

19
20 Dated: _____

21 _____
22 HON. BRET HILLMAN
23 JUDGE, SUPERIOR COURT OF CALIFORNIA
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