

This e-copy is the official court record (GC68150).

FILED
MERCED COUNTY

2025 JUL 29 PM 2:12

CLERK OF THE SUPERIOR COURT

BY  DEPUTY

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiffs Adams and Tatum

[Additional Counsel Listed on Following Page]

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

JASON ADAMS, RAUL ALVARADO, EMMA
SARWAR, SERGIO RODRIGUEZ, and
SHENITA TATUM, as private attorneys general
and as an individual and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SCHOLLE IPN PACKAGING, INC., a Nevada
corporation; SCHOLLE PACKAGING, INC., a
Nevada corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20CV-02350

**~~PROPOSED~~ ORDER TO SEND
CORRECTIVE NOTICE TO CLASS
MEMBERS AND AMEND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Complaint Filed: August 17, 2020
FAC Filed: August 30, 2024

1 Arby Aiwarzian (SBN 269827), arby@calljustice.com
Joanna Ghosh (SBN 272479), joanna@calljustice.com
2 Brian J. St. John (SBN 304112), brian@calljustice.com
Maria Halwadjian (SBN 358015), maria@calljustice.com
3 LAWYERS for JUSTICE, PC
450 North Brand Blvd, Suite 900
4 Glendale, California 91203
Telephone: (818) 265-1020 / Facsimile: (818) 265-1021
5

Graham B. LippSmith (SBN 221984), g@lippsmith.com
6 MaryBeth LippSmith (SBN 223573), mb@lippsmith.com
Celene Chan Andrews (SBN 260267), cca@lippsmith.com
7 Jaclyn L. Anderson (SBN 258609), jla@lippsmith.com
LIPPSMITH LLP
8 555 S. Flower Street, Suite 3000
Los Angeles, California 90071
9 Tel: (213) 344-1820 / Fax: (213) 513-2495

10 Attorneys for Plaintiffs Alvarado, Sarwar, and Rodriguez
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 On April 16, 2025, Plaintiffs Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez,
2 and Shenita Tatum filed a motion for an Order Granting Final Approval of Class Action Settlement, and
3 on May 8, 2025, the Court approved the motion and signed the Order Granting Motion for Final
4 Approval of Class Action Settlement and Final Judgment.

5 On July 8, 2025, the Parties submitted a Joint Stipulation to Send Corrective Notice to Class
6 Members and Amend Order Granting Motion for Final Approval of Class Action Settlement and Final
7 Judgment. Good cause being shown, it is hereby ordered that:

- 8 1. The July 15, 2025 deadline to mail settlement checks for attorneys' fees and costs, for PAGA
9 penalties, for administration costs, and for class member payments is vacated.
 - 10 2. Within seven days, the Notice to Excluded Class Members attached as **Exhibit A** shall be
11 sent via mail to the 18 individuals who should have received Class Notice but were not
12 included in the class data provided by Defendants to the Administrator ("Excluded Class
13 Members").
 - 14 3. The 18 Excluded Class Members shall be provided 45 days to opt out of the settlement.
 - 15 4. Within seven days, the Notice to Erroneously Notified Individuals attached as **Exhibit B**
16 shall be sent via mail to the 39 individuals who should not have received Class Notice but
17 were sent a notice erroneously indicating that they were Class Members ("Erroneously
18 Notified Individuals").
 - 19 5. Absent further order from the Court, the deadline to mail settlement checks for attorneys'
20 fees and costs, for PAGA penalties, for administration costs, and for class member payments
21 shall be reset to seven days after the expiration of the 45-day period provided to Excluded
22 Class Members to opt out of the settlement.
 - 23 6. Along with their settlement checks, the Notice of Correction attached as **Exhibit C** shall be
24 sent via mail to the 632 Class Members who were previously sent Class Notices and remain
25 Class Members ("Previously Notified Class Members").
 - 26 7. The Final Judgment in this matter is hereby amended as stated below.
- 27
28

I. Recital

On a classwide basis and as proxies for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Plaintiffs Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez, and Shenita Tatum sued Defendants Scholle Packaging, Inc. and Scholle IPN Packaging, Inc. (now known as SIG Packaging LLC) for (1) unpaid minimum wages and overtime; (2) failure to provide meal and rest periods; (3) unpaid sick pay wages; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and (6) failure to reimburse business expenses.

Defendants deny the allegations.

A. Class Members

The Class is defined to include all current or former hourly-paid non-exempt employees who worked for SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle Packaging, Inc. in the State of California at any time from October 24, 2015, through February 15, 2024. There are 653 individuals that comprise the Settlement Class.¹

B. Operation of the Settlement

Pursuant to the Court’s January 9, 2025 Preliminary Approval Order, the Court conditionally certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed. In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail. The notice process was timely completed.

II. Finding

This Court finds that the Agreement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal

¹ There also are 530 PAGA Employees.

Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for the fair and efficient adjudication of the controversy ...

FED. R. CIV. PROC. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

III. Order

Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representatives, Settlement Class Members, and Defendants.

3. The Court finds that the dissemination of the Class Notice to the Class Members by the appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice practicable under the circumstances to all Class Members, and fully met the requirements of California law and due process under the State and Federal Constitutions.

4. The Court approves the settlement of the above-captioned action, as set forth in the Agreement, as fair, adequate, and reasonable to the Parties and Class Members. Except as modified by this Order, the Parties are directed to perform in accordance with the terms set forth in the Agreement.

5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs and attorneys' fees.

6. The Court hereby certifies the following Class of all current or former hourly-paid non-exempt employees who worked for SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle Packaging, Inc. in the State of California at any time from October 24, 2015, through February 14, 2024.

7. With respect to the Class and for purposes of approving the settlement only and for no other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to

1 the Class, and there is a well-defined community of interest among members of the Class with respect to
2 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
3 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
4 protected the interests of the members of the Class; (e) a class action is superior to other available
5 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and
7 representative capacities and for the Class.

8 8. To the extent not already accomplished, Defendants shall deposit the Gross Settlement
9 Amount of \$1,957,410.00 with the Administrator.

10 9. From the Gross Settlement Amount, the Administrator shall pay:

- 11 • to Class Counsel attorneys' fees in the amount of \$652,470.00 and reimbursement of
12 costs in the amount of \$21,069.19;
- 13 • to Class Representatives for their unique services to the Class, and as consideration
14 for the execution of general releases apart from pending claims, the amount of
15 \$10,000.00 each;
- 16 • to the California Labor and Workforce Development Agency the amount of
17 \$90,000.00 for its 75% share of PAGA Penalties;
- 18 • to PAGA Employees the amount of \$30,000.00 for their 25% share of PAGA
19 Penalties, which shall be distributed by the Administrator pro rata based on the
20 number of relevant pay periods worked by each PAGA Employees; and
- 21 • to Phoenix Settlement Administrators the amount of \$10,500.00 for its fees and costs
22 in administering the settlement.

23 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
24 to make such payments in accordance with the terms of the Agreement, as modified by this Order.

25 11. The Court approves the Individual Settlement Payments, which shall be distributed by the
26 Administrator pursuant to the terms of the Agreement, as modified by this Order, after allocation of the
27 amounts set forth in Paragraph 9.

12. The Court hereby orders the parties to implement the terms of the Agreement, including distributing the funds from any uncashed settlement checks to the California Controller's Office Unclaimed Property Division in the name of the recipient.

13. All Class Members, the LWDA, and Plaintiff shall be bound by the applicable releases provided in the Agreement.

IV. Judgment

The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing this Judgment.

Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

IT IS SO ORDERED AND ADJUDGED.

DATED: 07/24/2025, 2025

Stephanie L. Jameson

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

[EXHIBIT A]

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

*Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez, and Shenita Tatum
v. Scholle IPN Packaging, Inc. and Scholle Packaging, Inc.*

Superior Court of the State of California for the County of Merced, Case No. 20CV-02350

Because you are a current or former hourly-paid non-exempt employee of SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle Packaging, Inc. who worked in the State of California at some time from October 24, 2015, through February 14, 2024 (“Class Member”), **you are entitled to a payment from a class action settlement (the “Settlement”) and will release certain claims, unless you act to opt out.**

Read this notice carefully, as your legal rights will be affected if you do not act.

On January 9, 2025, the Superior Court of the State of California for the County of Merced (the “Court”) preliminarily approved a Settlement that could affect your rights. On May 8, 2025, the Court granted final approval of the Settlement. **Because of an inadvertent error with Class Member data, you were not previously provided notice of the Settlement or provided an opportunity to opt out of the Settlement.**

The Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action filed by Plaintiffs Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez, and Shenita Tatum against Defendants Scholle Packaging, Inc. and Scholle IPN Packaging, Inc. (now known as SIG Packaging LLC), designated Case No. 34-2021-00308697 (the “Action”). The operative complaint is the First Amended Complaint.

- The Action pursues claims against Defendants for (1) unpaid minimum wages and overtime; (2) failure to provide meal and rest periods; (3) unpaid sick pay wages; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and (6) failure to reimburse business expenses. On these bases, the Action also pursues class action claims for unfair competition and non-class action PAGA claims.
- The Court did not decide that Defendants did anything wrong. Defendants deny Plaintiffs’ allegations and maintain that they have fully complied with the law. By agreeing to the Settlement, Defendants in no way admit any violation of law or any liability whatsoever to Plaintiffs or others and expressly deny all such liability. Both Plaintiffs and Defendants agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- Because the Court has granted final approval of the settlement, there is a cash fund for Class Members to split based on the number of relevant workweeks that they each worked during the relevant period.
- Based on Defendant’s records, you worked XXX relevant workweeks as a Class Member and XXX relevant workweeks as a PAGA Employee. An *estimate* of the amount that could be allocated to you is \$XXX as a Class Member and \$XXX as a PAGA Employee. Whether you receive a payment depends on whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you will not receive an Individual Class Payment and will not be bound by the class action release provisions of the Settlement.

If you are also a PAGA Employee, you will receive an Individual PAGA Payment and be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.

Page 1 of 4

[EXHIBIT A]

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendants’ records show that you are a “Class Member” because you worked as an hourly-paid non-exempt employee of SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle Packaging, Inc. in the State of California at some point from October 24, 2015, through February 14, 2024, but you did not previously receive notice of the Settlement. You also may be a PAGA Employee if you are a Class Member who worked in the State of California at any time from April 19, 2020, through February 14, 2024. PAGA Employees are entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement finally approved by the Court affects Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms finally approved by the Court, and advises you of your legal rights with respect to the Settlement. The Settlement fully resolves the Action, and your legal rights will be affected by the Settlement.

The Court has approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C.; William L. Marder of Polaris Law Group; Edwin Aiwazian of Lawyers for Justice, P.C.; Graham B. LippSmith, MaryBeth LippSmith, Celene Chan Andrews, and Jaclyn L. Anderson of LippSmith LLP as Class Counsel.

The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On October 24, 2019, and various dates thereafter, Plaintiffs filed complaints in Court that allege that Defendants violate the California Labor Code. The operative complaint in the Action alleges violations of Labor Code sections 201-204, 210, 226(a), 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2800, and 2802, and 2698 et seq., and the Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).

Specifically, the Action alleges that Defendants violated the Labor Code by (1) failing to pay all minimum wages and overtime; (2) failing to provide meal and rest periods; (3) failing to pay all sick pay wages; (4) failing to timely pay wages; (5) failing to provide accurate itemized wage statements; and (6) failing to reimburse business expenses.

Defendants deny (i) all of the allegations made by Plaintiffs, (ii) that they violated any applicable laws, and (iii) that they are liable or owe damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendants agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendants agree to pay a Gross Settlement Amount of \$1,957,410.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Awards, PAGA Penalty Fund, and Individual Class Payments awarded by the Court. The Court has approved payment of (i) Administration Costs to the Administrator for administering the settlement (printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) Class Representative Awards to each Plaintiff both for their efforts in prosecuting the Action for Class Members and for Plaintiffs’ additional general releases of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Court has approved a PAGA Penalty Fund of \$120,000.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund, or \$90,000.00, will be allocated to the LWDA as an LWDA

[EXHIBIT A]

Payment. The remainder of the PAGA Penalty Fund, or \$30,000.00, will be allocated and entirely payable to PAGA Employees as described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form. Allocations for amounts payable to Settlement Class Members will be based on the number of relevant workweeks they worked from October 24, 2015, through February 14, 2024. Allocations for amounts payable to PAGA Employees will be based on the number of relevant workweeks they worked from April 19, 2020, through February 14, 2024.

10% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments and all Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$652,470.00) and (b) litigation costs of \$21,069.19.

Class Representative Award: The Court approved Class Representative Awards of \$10,000.00 to each Plaintiff for their efforts in prosecuting the Action for Class Members and for Plaintiffs' additional general releases of claims inapplicable to Class Members.

Administration Costs: The Court approved Administration Costs of \$10,500.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

4. What Do I Release Under the Settlement?

Unless you opt out, you release Defendants, including SIG Packaging LLC, and all entities affiliated with them, and all officers, directors, representatives, owners, partners, subsidiaries, parent companies, joint venturers, clients, joint employers, predecessors, managers, servants, successors-in-interest, assigns, current and former employees of Defendants, agents, insurers, attorneys, and all persons or entities acting in concert with or affiliated with any of them ("Released Parties") from any and all claims from October 24, 2015, through February 14, 2024, that were alleged, or reasonably could have been alleged, in the operative complaint (the First Amended Complaint), including claims for: (1) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510 and 1198; (2) Failure to Provide Meal Periods or Meal Period Premiums in Lieu Thereof in violation of Cal. Lab. Code §§ 226.7 and 512(a); (3) Failure to Provide Rest Periods or Rest Period Premiums in Lieu Thereof in violation of Cal. Lab. Code § 226.7; (4) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1; (5) Failure to Pay Final Wages when Due in violation of Cal. Lab. Code §§ 201, 202 and 203; (6) Failure to Reimburse Employees for Required Expenses in violation of Cal. Lab. Code § 2802 (including but not limited to claims for alleged failures to reimburse for uniforms (including shoes), cellphone related expenses and tools); (7) Failure to Provide a Compliant Wage Statement in violation of Cal. Lab. Code § 226; and (8) Failure to Pay Sick Pay Wages in violation of Cal. Lab. Code §§ 201-204, 233, 246 or those which could have been pled in the operative complaint in the Action based on the factual allegations therein.

[EXHIBIT A]

This means that, if you do not timely and formally exclude yourself from the class action settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues 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.

6. How Do I Opt Out of the Class Action Settlement?
--

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you will not receive any Individual Class Payment and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you **MUST** express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion" and include your name, signature, address, and last four digits of your Social Security number. Any such Request for Exclusion must be postmarked by [45 days after the initial mailing of Corrective Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date.

8. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: xxx xxx xxx, California xxx Telephone: (xxx) xxx- xxxx	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 LAWYERS for JUSTICE, PC Edwin Aiwarzian (edwin@calljustice.com) 410 West Arden Avenue, Suite 203 Glendale, California 91203 Telephone: (818) 265-1020	POLARIS LAW GROUP William L. Marder (bill@polarislawgroup.com) 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214 LIPPSMITH LLP Graham B. LippSmith (g@lippsmith.com) MaryBeth LippSmith (mb@lippsmith.com) Celene Chan Andrews (cca@lippsmith.com) Jaclyn L. Anderson (jla@lippsmith.com) 555 S. Flower Street, Suite 3000 Los Angeles, California 90071 Telephone: (213) 344-1820
--	--	--

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

[EXHIBIT B POSTCARD]

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE TO INDIVIDUALS WHO ARE NOT CLASS MEMBERS

*Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez, and Shenita Tatum
v. Scholle IPN Packaging, Inc. and Scholle Packaging, Inc.*

Superior Court of the State of California for the County of Merced, Case No. 20CV-02350

You previously received a notice about a settlement of a class action and Labor Code Private Attorneys General Act of 2004 ("PAGA") action filed by Plaintiffs Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez, and Shenita Tatum against Defendants Scholle Packaging, Inc. and Scholle IPN Packaging, Inc. (now known as SIG Packaging LLC), designated Case No. 34-2021-00308697 (the "Action").

The Court has granted final approval of a settlement that includes current or former hourly-paid non-exempt employee of SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle Packaging, Inc. who worked in the State of California at some time from October 24, 2015, through February 14, 2024 ("Class Members").

Because you worked as an hourly-paid non-exempt employee of SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle Packaging, Inc. in California after February 14, 2024 only, you are not a Class Member. You thus will not be receiving any payment from the settlement. Nor did you release any rights as a result of the approval of settlement.

For more information, you may contact the Administrator at (xxx) xxx- xxxx.

EXHIBIT C

[EXHIBIT C]

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CORRECTION

*Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez, and Shenita Tatum
v. Scholle IPN Packaging, Inc. and Scholle Packaging, Inc.*
Superior Court of the State of California for the County of Merced, Case No. 20CV-02350

You previously received notification of a pending settlement of a class action and Labor Code Private Attorneys General Act of 2004 ("PAGA") action filed by Plaintiffs Jason Adams, Raul Alvarado, Emma Sarwar, Sergio Rodriguez, and Shenita Tatum against Defendants Scholle Packaging, Inc. and Scholle IPN Packaging, Inc. (now known as SIG Packaging LLC), designated Case No. 34-2021-00308697 (the "Action").

On May 8, 2025, the Superior Court of the State of California for the County of Merced (the "Court") granted final approval of the settlement of Action. Rather than settle claims for current or former hourly-paid non-exempt employees of SIG Packaging LLC, Scholle IPN Packaging, Inc., or Scholle Packaging, Inc. who worked in the State of California at some time from October 24, 2015, through September 28, 2024, the finally approved settlement resolves claims from October 24, 2015, through February 14, 2024 only.

Based on the finally approved settlement period, you worked XXX relevant workweeks as a Class Member and XXX relevant workweeks as a PAGA Employee. As a result, the amount that has been allocated to you is \$XXX as a Class Member and \$XXX as a PAGA Employee. Your check is enclosed.

Because the settlement resolves claims from October 24, 2015, through February 14, 2024 only, you also only release claims through February 14, 2024 only

For more information, you may contact the Administrator at (xxx) xxx- xxxx.