

1 **MELMED LAW GROUP P.C.**

Jonathan Melmed (SBN 290218)

2 jm@melmedlaw.com

3 Laura M. Supanich (SBN 314805)

lms@melmedlaw.com

4 1801 Century Park E, Suite 850

Los Angeles, California 90067

5 Telephone: (310) 824-3828

Facsimile: (310) 862-6851

6
7 **BOKHOUR LAW GROUP, P.C.**

Mehrdad Bokhour, CA Bar No. 285256

8 mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 450

9 Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

10
11 *Attorneys for Plaintiff and the Aggrieved Employees*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF KERN

14 SERGIO CASILLAS, an individual, on behalf of
himself, and on behalf of all others similarly
15 situated,

16 Plaintiff,

17 v.

18 CALIFORNIA PAPER PRODUCTS LLC, a
19 California Limited Liability Company;
20 CALIFORNIA STAFFING SOLUTIONS INC.,
a California Corporation; and DOES 1 TO 50,
21 inclusive,

22 Defendants.

Case No. BCV-20-102523

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

1 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
2 entered into by and between Plaintiff Sergio Casillas (“Plaintiff”), on behalf of himself and as a
3 representative of the state of California and the PAGA Group Members (as defined in paragraph
4 10, below), on the one hand, and defendants California Paper Products, LLC (“California Paper
5 Products”) and California Staffing Solutions, Inc. (“California Staffing Solutions”) (collectively
6 “Defendants”) on the other hand (Plaintiff and Defendants shall be referred to collectively as the
7 “Parties”), and is made in compromise of disputed claims. The Parties agree that the above-entitled
8 representative action shall be settled on the terms and conditions set forth in this Stipulation,
9 subject to the approval of the Court pursuant to Section 2699(1) of the California Labor Code
10 Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”).

11 **DEFINITIONS**

12 The following definitions are applicable to this Settlement Agreement. Definitions contained
13 elsewhere in this Settlement Agreement will also be effective.

14 1. “**Action**” means and refers to *Sergio Casillas v. California Paper Products LLC, et*
15 *al.*, Case No. BCV-20-102523, which is currently pending in the Kern County Superior Court of the
16 State of California.

17 2. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
18 Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties
19 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
20 is subject to Court approval pursuant to Section 2699(1) of the California Labor Code Private
21 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

22 3. “**Court**” means the California Superior Court, County of Kern.

23 4. “**Defendants**” means California Paper Products, LLC and California Staffing
24 Solutions, Inc.

25 5. “**Effective Date**” shall be the date the Court’s order approving the settlement and
26 judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the
27 Court’s Judgment “becomes final” upon the occurrence of all of the following events: (i) the Court
28 approves the Settlement and enters the Final Order and Judgment; and (ii) the later of the following

1 events: (a) when the period for filing any appeal, writ or other appellate proceeding opposing the
2 Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed, i.e.,
3 60 days from the date the Court signs the Final Order and Judgment; or (b) any appeal, writ or other
4 appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no
5 right to pursue further remedies or relief; or (c) any appeal, writ or other appellate proceeding has
6 upheld the Court's final order with no right to pursue further remedies or relief. In the event there is
7 a timely filed motion to set aside judgment or to intervene, the expiration of the period for filing any
8 appeal, writ, or other appellate proceeding opposing the Settlement will be based on the later of the
9 court's entry of order on any such motion or entry of the Final Order and Judgment approving this
10 Settlement. It is the intention of the Parties that the Settlement shall not become effective until the
11 Court's order approving the Settlement is completely final, and there is no further recourse by an
12 appellant or intervenor who seeks to contest the Settlement.

13 6. **"Final Order and Judgment"** means the proposed order granting approval of the
14 Settlement and entering Judgment, in the form substantially similar to that attached to this
15 Agreement as Exhibit "B."

16 7. **"Gross Settlement Amount" or "GSA"** means a maximum total of \$100,000.00,
17 which includes all payments owing as a result of this Agreement and includes: the Net Settlement
18 Amount; Representative Plaintiff Enhancement Award; Settlement Administration Costs; and
19 PAGA Counsel Attorneys' Fees and Costs as awarded by the Court.

20 8. **"LWDA Payment"** means a payment to the California Labor Workforce and
21 Development Agency ("LWDA") in an amount equal to 75% of the Net Settlement Amount.

22 9. **"Net Settlement Amount"** is the Gross Settlement Amount less all of the following:
23 PAGA Counsel's Attorneys' Fees and Costs, Representative Plaintiff's Enhancement Award, and
24 Settlement Administration Costs. The Net Settlement Amount includes the LWDA Payment and all
25 Individual PAGA Payments to PAGA Group Members.

26 10. **"PAGA"** means the Labor Code Private Attorneys' General Act of 2004, California
27 Labor Code §§ 2698, et seq.

28 11. **"PAGA Group Members"** means all current and former non-exempt employees of

1 Defendant California Paper Products, LLC and all current and former non-exempt employees of
2 Defendant California Staffing Solutions, Inc. who were placed to work at Defendant California
3 Paper Products LLC, including Plaintiff, during the PAGA Period.

4 12. **“PAGA Group Payment”** means a payment of 25% of the Net Settlement Amount,
5 which the Parties have agreed to pay the PAGA Group Members in connection with the settlement
6 of the PAGA Claim.

7 13. **“PAGA Claim”** means the claim for civil penalties under the California Labor Code
8 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, “PAGA”) alleged in
9 the Action.

10 14. **“PAGA Counsel”** means Jonathan Melmed and Laura M. Supanich of Melmed Law
11 Group P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C.

12 15. **“PAGA Period”** means October 28, 2019 through the later of June 4, 2022 or court
13 approval of the Settlement.

14 16. **“Released Claims”** means any and all claims that are pled in the action, or which
15 could have been pursued in the action under PAGA, based on the factual allegations in the action
16 that arose during the PAGA Period, including but not limited to claims for PAGA penalties based
17 on: failure to pay minimum wages for all hours worked, failure to pay overtime wages, failure to
18 provide paid rest breaks (or rest break premiums in lieu thereof), failure to provide meal periods (or
19 meal break premiums in lieu thereof), donning/doffing violations, failure to pay wages timely during
20 employment, failure to pay timely and complete wages at separation, failure to provide accurate and
21 itemized wage statements, and recordkeeping violations, pursuant to Labor Code sections 201, 202,
22 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and the
23 applicable IWC Wage Order(s). The Release Period shall be the PAGA Period.

24 17. **“Released Parties”** means Defendants California Paper Products, LLC and all its
25 present and former parent companies, subsidiaries, divisions, related or affiliated companies,
26 shareholders, members, officers, directors, employees, agents, attorneys, insurers, successors and
27 assigns, and any individual or entity which could be liable for any of the Released Claims and
28 California Staffing Solutions, Inc. and all its present and former parent companies, subsidiaries,

1 divisions, related or affiliated companies, shareholders, members, officers, directors, employees,
2 agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable
3 for any of the Released Claims.

4 18. “**Representative Plaintiff**” means Plaintiff Sergio Casillas.

5 19. “**Settlement Administrator**” shall mean ILYM Group, Inc., a neutral third-party
6 administrator chosen by the Parties, subject to approval by the Court.

7 20. “**Workweeks**” shall mean weeks worked as a PAGA Group Member, either while
8 directly employed by California Paper Products, LLC or while employed by California Staffing
9 Solutions, Inc. and assigned to work for California Paper Products, LLC.

10 **RECITALS**

11 21. On October 28, 2020, Plaintiff sent a PAGA Notice to the Labor Workforce and
12 Development Agency (“LWDA”), with a copy to Defendants.

13 22. On October 29, 2020, Plaintiff filed a Class Action Complaint in the Superior Court
14 of the State of California, County of Kern in a case styled *Sergio Casillas v. California Paper*
15 *Products LLC, et al.*, Case No. BCV-20-102523.

16 23. On February 11, 2021, Plaintiff filed his First Amended Complaint removing the
17 class claims and alleging a single cause of action for PAGA penalties.

18 24. The Action asserts a PAGA Claim for civil penalties, and an award of reasonable
19 attorneys’ fees and costs.

20 25. The Parties have conducted a thorough investigation into the facts of the Action. This
21 included exchanging data and information as well as documents relating to the underlying alleged
22 violations. The Parties attended a full-day mediation with Hon. Howard Broadman (Ret.) on April
23 5, 2022, and reached a settlement on behalf of Plaintiff and all PAGA Group Members.

24 26. The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties
25 understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of
26 Representative Plaintiff’s and the PAGA Group Members’ PAGA Claim, and that it is the desire
27 and intention of the Parties to effect a final and complete resolution of the PAGA Claim that the
28 Representative Plaintiff and the PAGA Group Members have against Defendants or any persons or

1 companies affiliated with Defendants.

2 27. The Parties enter into this Settlement Agreement on a conditional basis. In the event
3 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
4 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
5 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

6 28. Defendants deny all of the claims in the Action, and do not waive, but rather
7 expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural,
8 and factual grounds should this Settlement Agreement not become final. This Settlement
9 Agreement reflects a compromise reached to end litigation.

10 29. The Parties stipulate and agree to the following terms of this Settlement Agreement
11 with the intent that this Agreement finally disposes of the Action with prejudice.

12 **TERMS AND CONDITIONS**

13 30. **Settlement Payments and Calculation of Claims.** The following table summarizes
14 the allocation of the Gross Settlement Amount:

<u>Gross Settlement Amount of \$100,000.00 Is Broken Down As Follows:</u>	
• PAGA Counsel Attorneys' Fees not to exceed \$33,333.33. • PAGA Counsel Costs not to exceed \$12,000.00. • Up to \$7,500.00 for Enhancement Award to Named Plaintiff Sergio Casillas. • Settlement Administration Costs not to exceed \$12,000.00. • Approximately \$35,166.67 for the Net Settlement Amount: ○ 25% of the Net Settlement Amount for the PAGA Group Payment (approximately \$8,791.67) ○ 75% of the Net Settlement Amount for the LWDA Payment (approximately \$26,375.00)	

21
22 31. Subject to final Court approval and the conditions specified in this Agreement, and
23 in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree
24 to pay the Gross Settlement Amount of \$100,000.00. The Gross Settlement Amount includes, but
25 is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, any
26 enhancement payment to the Representative Plaintiff, the LWDA Payment and all Individual PAGA
27 Payments to PAGA Group Members, and Settlement Administration Costs. The Gross Settlement
28 Amount shall not increase, unless Defendants choose to exercise their right to increase the Gross

1 Settlement Amount proportionally for any Workweeks in excess of 5,964 worked by PAGA Group
2 Members during the PAGA Period. The Parties agree, subject to Court approval, that the Gross
3 Settlement Amount shall be apportioned as follows:

4 a. Settlement Administration Fees and Costs: The fees and costs associated
5 with settlement administration (*e.g.*, preparing and mailing payments to the PAGA Group Members,
6 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Gross
7 Settlement Amount and are estimated to be up to \$12,000.00. The Parties agree to use ILYM Group,
8 Inc. as the Settlement Administrator. To the extent Settlement Administration Costs are not
9 approved by the Court in the amounts set forth above, and the order becomes final, then the non-
10 approved amount will be added to the Net Settlement Amount to be distributed based on the formula
11 set forth in subsection 26.d. If the Court reduces or does not approve the requested Enhancement
12 Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

13 b. PAGA Counsel’s Attorneys’ Fees and Costs: The Parties agree that, subject
14 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
15 an amount that is up to one-third of the Gross Settlement Amount for attorneys’ fees (\$33,333.33),
16 plus actual litigation costs not to exceed \$12,000.00. To the extent attorneys’ fees and costs are not
17 approved by the Court in the amounts set forth above, and the order becomes final, then then the
18 non-approved amounts will be added to the Net Settlement Amount to be distributed based on the
19 formula set forth in subsection 28.d. If the Court reduces or does not approve the requested
20 Enhancement Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain
21 binding.

22 c. Representative Plaintiff’s Enhancement Award: The Parties agree that,
23 subject to the Court’s review and approval, Representative Plaintiff will receive a \$7,500.00
24 enhancement award for his services in bringing the Action on behalf of the PAGA Group Members
25 and for his general release of claims against the Released Parties, which will be paid from the Gross
26 Settlement Amount. If the enhancement award approved by the Court is less than \$7,500.00 and
27 the order becomes final, then the non-approved amount will be added to the Net Settlement Amount
28 to be distributed based on the formula set forth in subsection 28.d. If the Court reduces or does not

1 approve the requested Enhancement Award, Plaintiff shall not have the right to revoke this
2 Settlement, and it will remain binding.

3 d. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees
4 and Costs, Settlement Administration Costs, and Representative Plaintiff's Enhancement Award
5 from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement
6 Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA Group
7 Payment. The Net Settlement Amount of approximately \$35,166.67 shall be allocated 75% to the
8 LWDA Payment, which is estimated to total \$26,375.00 (\$35,166.67 x 75%). The remaining 25%
9 of the Net Settlement Amount, estimated to total \$8,791.67 (\$35,166.67 x 25%), shall be allocated
10 to the PAGA Group Payment to be paid to the PAGA Group Members on a *pro rata* basis as noted
11 below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment.**"

12 Example:

13 Aggrieved Employee A was actively employed during the PAGA Period for 25 Workweeks.
14 All PAGA Group Members were actively employed a combined total of 1,200 Workweeks during
15 the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
16 follows:

- 17 ➤ 25 Workweeks for Aggrieved Employee A ÷ 1,200 total Workweeks for all PAGA
18 Group Members = 2.08%.
- 19 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount
20 that is 2.08% of the Net Settlement Amount.¹

21 e. Taxes and Reporting: For purposes of this Agreement, the Individual PAGA
22 Payments to PAGA Group Members are in settlement of claims for civil penalties. The Parties agree
23 that 100% of the Individual PAGA Payments shall be allocated to penalties, i.e. non-wage income
24 to the PAGA Group Members, and reported by the Settlement Administrator on IRS Form 1099.

25 32. Escalator Provision.

26 If the total number of Workweeks in the PAGA Period is greater than 5,964, Defendants
27

28 ¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 have the sole discretion to either: (i) proportionally increase the Gross Settlement Amount for each
2 additional Workweek worked over 5,964 during the PAGA Period; or (ii) choose to limit the
3 Workweeks in the PAGA Period to 5,964 by selecting a later start date or an earlier end date for the
4 PAGA Period.

5 33. **Release by PAGA Group Members and State of California.**

6 a. Terms of Release. In exchange for the consideration recited in this
7 Settlement Agreement, Representative Plaintiff, as the representative for the State of California and
8 all PAGA Group Members, and on behalf of their current, former, and future heirs, executors,
9 administrators, attorneys, agents, and assigns will forever completely release and discharge the
10 Released Parties of any and all Released Claims, as those terms are defined in Sections 15 and 16.
11 The PAGA Group Members and the State of California are deemed by operation of the Final Order
12 and Judgment to have agreed not to sue or otherwise make a claim against any of the Released
13 Parties for any Released Claims.

14 b. No Claims Based on Stipulation and Agreement. No PAGA Group Members
15 will have any claim against any of the Released Parties, Defendants' counsel, the Representative
16 Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and
17 skip-tracing requirements of the Settlement Administrator under this Agreement.

18 34. **Release by Plaintiff.**

19 a. General Release. Upon the date the Court enters the Final Order and
20 Judgment and Defendants fully fund the Gross Settlement Amount, in addition to the claims being
21 released by all PAGA Group Members, Plaintiff will provide the following additional general
22 release ("General Release"): Plaintiff, on his own behalf and on behalf of his heirs, spouses,
23 executors, administrators, attorneys, agents and assigns, fully and finally, irrevocably and
24 unconditionally releases the Released Parties from all complaints, claims, demands, rights,
25 obligations, penalties, liabilities, damages, debts, expenses (including attorneys' fees and costs
26 actually incurred) and causes of action of every nature and description whatsoever, known or
27 unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any
28 state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or

omission by or on the part of any of the Released Parties committed or omitted prior to the execution of this Agreement, including but not limited to claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-633a); the Older Workers' Benefit Protection Act; the Private Attorneys General Act of 2004; and claims of intentional infliction of emotional distress; defamation and/or libel, or any other damage to reputation claims; breach of implied contract or for claims of a breach of the covenant of good faith and fair dealing, as well as any other express or implied covenant; or any other statute or common law principle of similar effect.

b. Plaintiff's waiver of Civil Code 1542. This General Release includes any unknown claims Plaintiff does not know or suspect to exist in his favor at the time of this General Release, which, if known by him, might have affected her settlement with, and release of, the Released Parties or might have affected his decision not to object to this Settlement or this Release. To the extent the foregoing releases are releases to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

The significance of this release and waiver of Civil Code Section 1542 has been explained to Plaintiff by his respective counsel. Release by Plaintiff expressly excludes any claims for workers compensation against Defendants.

Plaintiff's Initials: _____

DS
SC

c. Plaintiff acknowledges and agrees that his individual claims for wages and penalties are disputed, and that the Settlement Payment constitutes payment of all sums allegedly

1 due to him. Plaintiff acknowledges and agrees that California Labor Code section 206.5 is not
2 applicable to the Settlement Payment. That section provides in pertinent part as follows:

3 “An employer shall not require the execution of a release of a claim
4 or right on account of wages due, or to become due, or made as an
5 advance on wages to be earned, unless payment of those wages has
6 been made.”

7 Plaintiff's Initials: DS
SC

8 35. **Request for Final Order and Judgment.**

9 Upon execution of this Agreement, the Representative Plaintiff shall promptly file a motion
10 or application with the Court requesting approval of this Settlement by submitting a proposed Final
11 Order and Judgment.

12 The Representative Plaintiff shall not file the motion or application requesting final approval
13 or final judgment with the Court until Defendants have reviewed and approved it, which approval
14 will not be unreasonably withheld.

15 36. **Submission of Judgment to LWDA.** Within five (5) business days after Court
16 approval of the Settlement and entry of the Final Order and Judgment, PAGA Counsel shall submit
17 the Judgment to the LWDA through its on-line procedures and shall provide Defense Counsel with
18 a copy of the LWDA's acknowledgment of receipt of the Judgment.

19 37. **Settlement Funding.**

20 a. Subject to the issuance of the Final Order and Judgment from the Court and
21 a preceding Effective Date, Defendants shall pay the GSA to the Settlement Administrator within
22 10 days after the Effective Date (the “**Funding Date**”).

23 b. Within 10 days after receipt of the GSA, the Settlement Administrator shall
24 issue all payments required by this Agreement (the “**Payment Date**”).

25 38. **PAGA List.**

26 Within 5 days after the Effective Date, Defendants will provide a PAGA List to the
27 Settlement Administrator which will identify all PAGA Group Members by name and, to the extent
28 such information is maintained, social security number, and last known home address (“**PAGA**

1 **List”)**. The PAGA List will also contain the number of Workweeks credited to each PAGA Group
2 Member, or other information from which the number of Workweeks can reasonably be calculated.
3 The Parties agree the PAGA List and information contained therein will be used only by the
4 Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided
5 to PAGA Counsel at any time or in any form. To the extent PAGA Counsel possesses or comes to
6 possess the PAGA List or any information contained therein, PAGA Counsel shall immediately
7 return all such information (including copies and data or information derived therefrom), shall not
8 retain copies of such information, and shall not maintain or use such information for any purpose.

9 39. **List of Individual Settlement Amounts.**

10 Within 10 days after the Settlement Administrator receives the PAGA List, the Settlement
11 Administrator will provide to PAGA Counsel and Defendants’ counsel a Proceeds List reflecting
12 the Individual PAGA Payment for each PAGA Group Member (“**Proceeds List**”). The Proceeds
13 List provided to PAGA Counsel will not include the PAGA Group Members’ names, social security
14 numbers or contact information.

15 40. **PAGA Payments to PAGA Group Members.**

16 a. On the Payment Date, the Settlement Administrator will mail to each PAGA
17 Group Member, via first-class United States Mail, the following: (a) the PAGA Settlement Notice
18 in English and Spanish, attached as Exhibit A to this Agreement; (b) relevant tax forms; and (c)
19 their Individual PAGA Payment (collectively, the “**PAGA Packet**”). The Settlement Administrator
20 will also permit PAGA Group Members to access at no charge the Final Order and Judgment along
21 with a copy of the Settlement Agreement via its website.

22 b. Prior to mailing, the Settlement Administrator will update all addresses using
23 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
24 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
25 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then
26 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
27 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
28 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found

1 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
2 Administrator, Defendants, or PAGA Counsel shall be required to take further action.

3 c. PAGA Group Members shall have 180 calendar days after the date the PAGA
4 Packet is mailed to them to cash their settlement payment checks. If any PAGA Group Member's
5 check is not cashed within that period, the settlement payment check will be voided and a stop-
6 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel
7 will have any liability for lost or stolen settlement payment checks, forged signatures on settlement
8 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a
9 settlement payment check within the 180-day period. The checks provided to PAGA Group
10 Members shall prominently state the expiration date or a Statement that the checks will expire in
11 180 calendar days, or alternatively, such a statement may be made in a letter accompanying the
12 check.

13 d. Any unpaid cash residue or unclaimed PAGA Group Member funds, plus any
14 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
15 distributed pursuant to CCP section 384 to the Community Action Partnership of Kern, subject to
16 Court approval. The Settlement Administrator will distribute any unpaid cash residue or unclaimed
17 PAGA Group Member funds within 200 calendar days after the date the PAGA Packet is mailed.

18 e. For the purposes of determining whether Defendants have met their financial
19 obligation to pay the Individual PAGA Payments, Defendants will be deemed to have fulfilled their
20 obligations upon paying the GSA on the Funding Date to the Settlement Administrator, regardless
21 of whether any PAGA Group Member subsequently negotiates their check or their check is deemed
22 undeliverable after a skip trace or similar search.

23 41. **Payments of Enhancement Award, Attorneys' Fees and Costs, and the LWDA**
24 **Settlement Payment.**

25 a. On the Payment Date, the Settlement Administrator will pay from the Gross
26 Settlement Amount the Representative Plaintiff's Enhancement Award as awarded by the Court.
27 The payment will be made by sending to PAGA Counsel a check payable to "Sergio Casillas" in
28 the amount of the Court-approved Enhancement Award. This payment is conditional upon PAGA

1 Counsel providing the Settlement Administrator with a completed Form W-9 for the Representative
2 Plaintiff.

3 b. On the Payment Date, the Settlement Administrator will pay from the Gross
4 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
5 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
6 W-9.

7 c. On the Payment Date, the Settlement Administrator will pay the LWDA
8 Payment from the Net Settlement Amount by issuing a check payable to "California Labor
9 Workforce and Development Agency."

10 42. **Taxability of Payment.**

11 Plaintiff and the PAGA Group Members shall be solely responsible for correctly
12 characterizing this settlement for tax purposes and for paying any taxes on the amounts received.
13 Defendants make no representations as to the taxability of any portions of the Individual PAGA
14 Payment or Enhancement Award, and it is understood and agreed that Defendants have made no
15 such representations.

16 43. **Settlement Awards Do Not Trigger Additional Benefits.**

17 It is expressly understood and agreed that the receipt of an Individual PAGA Payment under
18 this Agreement will not entitle any PAGA Group Member or Plaintiff to additional compensation
19 or benefit under any company bonus or other compensation or benefit plan or agreement in place
20 during the period covered by the Agreement.

21 44. **Settlement Administrator's Declaration.**

22 The Settlement Administrator will notify the parties upon complete distribution of the entire
23 Gross Settlement Amount, and within ten (10) business days of such notification, provide a
24 declaration regarding the distribution of funds.

25 45. **No Right to Opt Out.**

26 The Parties agree that there is no statutory right for any PAGA Group Member to opt out or
27
28

1 otherwise exclude himself or herself from the Settlement.

2 46. **Deadlines.**

3 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
4 the deadline will be automatically extended to the next regular business day. Unless specified
5 otherwise, all references to “days” shall mean calendar days.

6 47. **Enforcement and Continuing Jurisdiction of the Court.**

7 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
8 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
9 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
10 jurisdiction over the Action and over all Parties and the PAGA Group Members, to the fullest extent
11 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
12 and all matters provided for in it, and to interpret it.

13 48. **Mutual Full Cooperation.**

14 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
15 Agreement, including, but not limited to, execution of such documents and taking such other action
16 as may be reasonably necessary or convenient to implement it.

17 49. **Non-Admission of Liability.**

18 The Parties enter into this Agreement to resolve the dispute that has arisen between them
19 and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement,
20 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
21 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
22 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action.
24 Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected
25 with it, shall be construed as an admission or concession by Defendants of any such violations or
26 failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
27 of this Agreement, this Agreement and its terms and provisions shall not be offered or received as
28 evidence in any action or proceeding to establish any liability or admission on the part of Defendants

1 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
2 federal, state, local or other applicable law.

3 50. **Effective Date of Defendants' Obligations Under This Agreement.**

4 Defendants' obligations under this Settlement Agreement will become final and effective
5 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
6 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
7 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
8 In such event, neither this Agreement nor any negotiations leading to this Settlement will be used
9 or construed by or against any Party as a determination, admission, or concession of any issue of
10 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
11 respective rights regarding the prosecution and defense of the Action, including all available
12 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
13 existed.

14 51. **Nullification.**

15 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
16 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
17 or declared or rendered void as to any material term as defined above, then (a) the Settlement
18 Agreement shall become null and void; (b) the Parties will revert to their respective positions
19 immediately prior to reaching the settlement; and (c) the Parties shall be jointly responsible for any
20 Settlement Administration Costs. The Court's modification of amounts payable as PAGA Counsel's
21 Fees and Costs, Settlement Administration Costs, or Plaintiff's Enhancement Award shall not be
22 deemed a material modification of the Settlement Agreement.

23 52. **Invalidation; Severance.**

24 If any provision, term, section, or paragraph of this Agreement shall be found to be invalid,
25 illegal or unenforceable, all remaining provisions. terms, sections, or paragraphs shall continue in
26 full force and effect and remain binding on all parties. If any provision, term, section or paragraph
27 of this Agreement is determined to be unenforceable, such provision, term, section or paragraph
28 shall be modified so that the unenforceable provision, terms, section or paragraph is enforceable to

1 the extent possible while maintaining the objective intent of the Agreement..

2 53. **Confidentiality/No Publicity.**

3 The Parties agree that this Settlement Agreement is confidential. Representative Plaintiff
4 and his counsel agree that the terms of this Settlement Agreement (including, but not limited to, the
5 Gross Settlement Amount), the negotiations leading to the execution of this Settlement Agreement,
6 and the Settlement Agreement itself, shall not be discussed with or publicized or promoted to the
7 media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,”
8 disclosure of the Settlement Agreement on any web site of Representative Plaintiff’s counsel or any
9 other website, or on any blogs, articles, or on any social media platforms or channels), or the public
10 at large, without the advance written consent of Defendants. The Parties intend this Paragraph 43
11 to prohibit Plaintiff and his counsel from discussing, answering questions about, promoting or
12 publicizing the Settlement Agreement, its terms, or the negotiations leading to the Settlement
13 Agreement with anyone other than the Court or those individuals necessary to effectuate the terms
14 of the Agreement. Notwithstanding the foregoing, Representative Plaintiff and his counsel (1) may
15 tell the public in general only that certain claims “have been resolved by the Parties;” and (2) may
16 disclose the terms of the Settlement Agreement (a) in appropriate filings with the Court in this case;
17 (b) where required by law (e.g., income tax returns); and (c) to accountants or other tax professionals
18 for the purpose of preparing tax returns.

19 54. **Entire Agreement.**

20 This Settlement Agreement constitutes the entire integrated agreement between the Parties
21 relating to the Action, and no oral representations, warranties, or inducements have been made to
22 any party concerning this Settlement Agreement other than the representations, warranties, and
23 covenants contained and memorialized in this Settlement Agreement.

24 55. **Authorization to Act.**

25 PAGA Counsel warrants and represents that they are authorized by the Representative
26 Plaintiff, and counsel of record for Defendants warrants that they are authorized by Defendants, to
27 take all appropriate action required or permitted to be taken by such Parties pursuant to this
28 Settlement Agreement to effectuate its terms, and to execute any other documents required to

1 effectuate the terms of this Settlement Agreement, except for any documents, including but not
2 limited to this Settlement Agreement, that are required to be executed by the Parties.

3 56. **Modification Only in Writing.**

4 This Settlement Agreement may be amended or modified only by a written instrument signed
5 by all Parties or their successors in interest.

6 57. **Binding on Successors.**

7 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
8 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
9 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
10 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
11 affiliated entities.

12 58. **No Prior Assignments.**

13 The PAGA Group Members are deemed by operation of the Final Order and Judgment to
14 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
15 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
16 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

17 59. **Governing Law.**

18 All terms of this Settlement Agreement will be governed by and interpreted according to the
19 laws of the State of California, without giving effect to conflicts of laws principles.

20 60. **Counterparts.**

21 This Settlement Agreement may be executed in one or more counterparts. All executed
22 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
23 Parties will exchange among themselves signed counterparts.

24 61. **Headings for Convenience Only.**

25 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
26 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

27 62. **Construction of This Agreement.**

28 The Parties agree that the terms and conditions of this Settlement Agreement are the result

1 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
2 construed in favor of or against any Party by reason of the extent to which any Party, or his or its
3 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
4 entire agreement between the Parties. Except as expressly provided in this Agreement, this
5 Settlement Agreement has not been executed in reliance upon any other oral or written
6 representations or terms and no such extrinsic oral or written representations or terms will modify,
7 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
8 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
9 Procedure section 1856(a), which provide that a written agreement is to be construed according to
10 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiff
11 and Defendants had available to them the advice and assistance of independent counsel. As such,
12 neither Representative Plaintiff nor Defendants may claim that any ambiguity in this Settlement
13 Agreement should be construed against the other.

14 63. **Corporate Signatories.**

15 Any person executing this Settlement Agreement or any related document on behalf of a
16 corporate signatory warrants and promises for the benefit of all Parties that such person has been
17 duly authorized by such corporation to execute this Settlement Agreement or any related document.

18 64. **Representation by Counsel.**

19 All of the Parties hereto acknowledge that they have been represented by counsel throughout
20 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
21 has been executed with the consent and advice of counsel.

22 65. **Attorneys' Fees and Costs.**

23 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
24 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
25 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
26 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
27 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

28 ***

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[SIGNATURES ON FOLLOWING PAGE]

1 **IT IS SO AGREED:**

2 Dated: June 9, 2022

3
4 Dated: May _____, 2022

5
6
7 Dated: May _____, 2022

8
9
10 Dated: June 13, 2022

11
12 By: 
13 Jonathan Melmed
14 MELMED LAW GROUP P.C.
15 Attorneys for Plaintiff, as an individual, on behalf of
16 himself and all PAGA Group Members

17 By: 
18 Mehrdad Bokhour
19 BOKHOUR LAW GROUP, P.C.
20 Attorneys for Plaintiff, as an individual, on behalf of
21 himself and all PAGA Group Members

22 Dated: May _____, 2022

23 APPROVED AS TO FORM:

24 By: _____
25 Vanessa Franco Chavez
26 KLEIN DENATALE GOLDNER
27 Attorneys for Defendant
28

DocuSigned by:
Sergio Casillas
BB699A09AAF4BE...

Sergio Casillas

CALIFORNIA PAPER PRODUCTS LLC

By:
Its:

CALIFORNIA STAFFING SOLUTIONS INC.

By:
Its:

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 42:

By: _____
Jonathan Melmed
MELMED LAW GROUP P.C.
Attorneys for Plaintiff, as an individual, on behalf of
himself and all PAGA Group Members

By: _____
Mehrdad Bokhour
BOKHOUR LAW GROUP, P.C.
Attorneys for Plaintiff, as an individual, on behalf of
himself and all PAGA Group Members

By: _____
Vanessa Franco Chavez
KLEIN DENATALE GOLDNER
Attorneys for Defendant

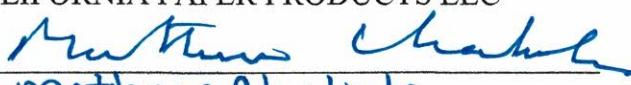
1 **IT IS SO AGREED:**

2 Dated: June _____, 2022

Sergio Casillas

4 Dated: June 13, 2022

CALIFORNIA PAPER PRODUCTS LLC

5 
By: Mathew Chakola
6 Its: President

7 Dated: June _____, 2022

CALIFORNIA STAFFING SOLUTIONS INC.

8
9 By:
Its:

10 Dated: June _____, 2022

APPROVED AS TO FORM AND AGREEMENT TO BE
11 BOUND BY PARAGRAPH 42:

12 By: _____
13 Jonathan Melmed
14 MELMED LAW GROUP P.C.
15 Attorneys for Plaintiff, as an individual, on behalf of
16 himself and all PAGA Group Members

17 By: _____
18 Mehrdad Bokhour
19 BOKHOUR LAW GROUP, P.C.
20 Attorneys for Plaintiff, as an individual, on behalf of
21 himself and all PAGA Group Members

22 Dated: June 14, 2022

APPROVED AS TO FORM:

23 By: 
24 Vanessa Franco Chavez
25 KLEIN DENATALE GOLDNER
26 Attorneys for Defendant
27
28

1 **IT IS SO AGREED:**

2 Dated: June _____, 2022

3 _____
Sergio Casillas

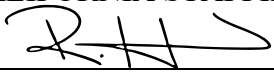
4 Dated: June _____, 2022

5 _____
CALIFORNIA PAPER PRODUCTS LLC

6 By: _____
Its: _____

7 Dated: June 13th, 2022

8 _____
CALIFORNIA STAFFING SOLUTIONS INC.

9 By: 
Its: President

10 Dated: June _____, 2022

11 APPROVED AS TO FORM AND AGREEMENT TO BE
12 BOUND BY PARAGRAPH 42:

13 By: _____
Jonathan Melmed
14 MELMED LAW GROUP P.C.
Attorneys for Plaintiff, as an individual, on behalf of
15 himself and all PAGA Group Members

16 By: _____
Mehrdad Bokhour
17 BOKHOUR LAW GROUP, P.C.
Attorneys for Plaintiff, as an individual, on behalf of
18 himself and all PAGA Group Members

19 Dated: June _____, 2022

20 APPROVED AS TO FORM:

21 By: _____
Vanessa Franco Chavez
22 KLEIN DENATALE GOLDNER
Attorneys for Defendant

23

24

25

26

27

28