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Attorneys for Plaintiff Victor Erazo,
individually, and on behalf of all other similarly situated employees

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY ORANGE-CIVL COMPLEX CENTER

VICTOR ERAZO, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

UNI-CAPS, LLC a California corporation, and
DOES 1-50, inclusive,

Defendants.

CASE NO.:30-2021-01193402-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Dept. CX-105

**REVISED SUPPLEMENTAL
DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF PLAINTIFF
ERAZO'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: August 30, 2024
Hearing Time: 9:00 a.m.
Department: CX-105

Complaint Filed: April 2, 2021
Trial Date: None Set

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am
2 an attorney for Jackson APC, attorney of record for Plaintiff Victor Erazo (referred to herein as
3 “Plaintiff”). I have personal knowledge of everything stated below and could and would
4 competently testify thereto if sworn.

5 2. I submit this supplemental declaration in support of Plaintiff’s motion for preliminary
6 approval of class action settlement. A true and correct copy of the revised redline Stipulation for
7 Class Action Settlement is attached to this declaration as **Exhibit A**. A true and correct copy of
8 the fully executed Stipulation for Class Action Settlement is attached to this declaration as
9 **Exhibit B**. A true and correct copy of the redline Class Notice executed Stipulation for Class
10 Action Settlement is attached to this declaration as **Exhibit C**. A true and correct copy of the
11 clean version of the Class Notice executed Stipulation for Class Action Settlement is attached to
12 this declaration as **Exhibit D**. A true and correct copy of the redline Exclusion Form is attached
13 to this declaration as **Exhibit E**. A true and correct copy of the clean version of the Exclusion
14 Form is attached to this declaration as **Exhibit F**. A true and correct copy of the redline
15 Workweek Dispute Form is attached to this declaration as **Exhibit G**. A true and correct copy of
16 the clean version of the Workweek Dispute Form is attached to this declaration as **Exhibit H**.

17 3. This declaration is filed in response to the June 7, 2024 Minute Order to resolve the
18 issues outlined in the order. Counsel for Uni-Caps, LLC signed the agreement.

19 **Issue No. 1:**

20 4. The estimate of the class size and aggrieved employees is 91.

21 **Issue No. 2:**

22 5. The estimated average payment is \$1,222.80 (91 class members/ 111,275 (net settlement
23 amount). The high and low payments cannot be estimated at this time given the administrator
24 will calculate this number based upon the data defendant produces. The high and low payments
25 will be provided for the motion for final approval.
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1 **Issue No. 3:**

2 6. The settlement agreement was corrected to delete the reference to §3.07. (See Exhibit A,
3 pp. 4, line 7, p. 4 line 23, p. 5 line 7, p. 10, line 15)

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5 **Issue No. 4**

6 7. Article I, Definition (n) was corrected to confirm the employer's share of payroll taxes
7 will be paid by defendant separate from and in addition to the Gross Settlement Amount. (See
8 Exhibit A, p. 4, lines 8-9)

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10 **Issue No. 5**

11 8. §5.02 was revised to delete any direct release of PAGA claims by Plaintiff on behalf of
12 the State of California. (See Exhibit A, p. 19, lines 14-17)

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15 **Issue No. 6**

16 9. §203 was expressly excluded in the settlement agreement as part of the release for PAGA
17 claims. (See Exhibit A, p. 19, line 17)

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19 **Issue No. 7**

20 10. The settlement agreement was revised to reflect the court will ultimately be the final
21 arbiter of any workweek dispute. (See Exhibit A, p. 11, line 4)

22
23 **Issue No. 7**

24 11. This claim is based on Plaintiff's allegations that Plaintiff and class members were not
25 paid timely due to off-the-clock work claims, rest breaks and meal break claims. This claim
26 provides for a penalty under Cal. Lab. Code section 210 plus 25% of the amount withheld for
27 subsequent and intentional violations. For the initial violation there is a \$100 penalty and for
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subsequent and intentional violations, the employer is subject to a penalty of \$200 plus 25% of the amount withheld through nonpayment. The maximum for this claim is \$1,687,500 in PAGA penalties and \$121,532.50 as the unpaid wage portion totaling \$1,809,032.50. Consistent with the analysis in addition to the duplicative penalties for unpaid wages pursuant to Labor Code section 1194, 510, and 512, a 90% reduction should be applied to this claim equating to \$180,903.25 along with a 50% discount for probability of loss equating to a total value of \$90,451.63 that should be added to the total claim value of \$541,016.25 equating to \$631,467.87. The total settlement amount of \$275,000 is a fair and reasonable and in the best interest of the class as the amount is 43% of the total realistic exposure of \$631,467.87. This additional claim

Issue No. 8

12. The Class Notice was revised to reflect the allocation of 33% to wages, 34% to penalties and 33% to interest consistent with the settlement agreement. (See Exhibit C, p. 4)

Issue No. 9

13. The Class Notice Section 8 was revised to reflect the definition of the Defendant consistent with the settlement agreement Article I, Definition (ff). (See Exhibit C, p. 6)

Issue No. 10

14. The Class Notice Section 11 was revised to inform the employees that an Exclusion Form was being provided with the class notice. (See Exhibit C, p. 7)

Issue No. 11

15. The Class Notice Section 18 was revised to reflect the court will decide whether to approve the settlement at the final approval hearing. (See Exhibit C, p. 9)

1 **Issue No. 12**

2 16. The case numbers were corrected on the Exclusion Form and Workweek Dispute Form.
3 (See Exhibits E and G)

4
5 **Issue No. 12**

6 17. The date was changed in the Exclusion Form. (See Exhibit E)

7
8 18. Plaintiff proposes that the hearing on Plaintiff's motion for Final Approval be set on
9 January 31, 2025 at 9:00 a.m. should that date be convenient to this Court
10

11 I declare under the penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed on this 16th day of August 2024 in Irvine, California.
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14 /s/ Armond M. Jackson
15 Armond M. Jackson, Declarant
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EXHIBIT A

Armond M. Jackson, SBN 281547
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Attorneys for Plaintiff Victor Erazo

[Additional counsel listed on following page]

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

VICTOR ERAZO, as an individual and on behalf
of others similarly situated,

Plaintiff,
vs.

UNI-CAPS, LLC, a Texas Corporation, and
DOES 1-50, inclusive,

Defendant.

Case No: 30-2021-01193402-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Department CX-105

**AMENDED JOINT STIPULATION OF
SETTLEMENT**

Case filed: April 2, 2021
Trial date: TBD

Field Code Changed

Field Code Changed

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5 Attorneys for Defendant Uni-Caps, LLC

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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Amended Joint
5 Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Victor Erazo (referred to herein as
7 “Plaintiff”) and the Class Members, on the one hand, and Defendant Uni-Caps, LLC (“Defendant”),
8 on the other hand. Plaintiff and Defendant collectively are referred to in this Agreement as “the
9 Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Two Hundred Seventy-Five
12 Thousand Dollars and Zero Cents (\$275,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein.

15 **ARTICLE I**

16 **DEFINITIONS**

17 Unless otherwise defined herein, the following terms used in this Agreement shall have the
18 meanings ascribed to them as set forth below:

19 a. “Actions” means the actions described as follows: *Victor Erazo individually and on*
20 *behalf of all others similarly situated v. Uni-Caps, LLC*, a California corporation, and DOES 1
21 through 50, inclusive, Case No. 30-2021-01193402-CU-OE-CXC commenced on April 2, 2021 in
22 the Superior Court of the State of California, County of Orange.

23 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
24 Exhibit(s).

25 c. “Class” means all current and former non-exempt employees who are or were
26 employed by Defendant in California at any time during the Class Period.

27 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:
28 JACKSON APC

Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

e. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means April 1, 2020 to March 23, 2023.

h. "Court" means the Orange County Superior Court.

i. "Date of Finality" means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. "Defendant" means Defendant Uni-Caps, LLC

k. "Defense Counsel" means counsel for Defendant:

MURTAUGH TREGLIA STERN & DEILY LLP
Robert T. Lemen
Ashley Chin
2603 Main Street Penthouse
Irvine, CA 92614
Phone: (949) 794-4000
Fax: (612) 794-4099

l. "Disposition" means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

1 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
2 formal court order signed by the Court following the Final Fairness and Approval Hearing in
3 accordance with the terms herein, approving this Agreement.

4 n. "Gross Settlement Amount" means Two Hundred Seventy-Five Thousand Dollars
5 and Zero Cents (\$275,000.00) to be paid by Defendant as provided by this Agreement to settle these
6 Actions. All payments to the Class, administration costs, ~~employer's share of payroll taxes,~~
7 attorney's fees and costs, and Enhancement Awards, pursuant to Section ~~3.07~~3.06(a) below, shall be
8 paid out of the Gross Settlement Amount. ~~If the Court rejects the employer's taxes being included in~~
9 ~~the gross settlement amount, t~~The employer's share of payroll taxes arising from the payments made
10 under this settlement shall be paid by Defendant separate from and in addition to the Gross
11 Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to
12 Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

13 o. "Incentive Awards" means a monetary amount of up to Five Thousand Dollars and
14 Zero Cents (\$5,000.00) for Plaintiff Victor Erazo subject to Court approval, in recognition of his
15 effort and work in prosecuting the Action on behalf of Class Members, and for his general release of
16 claims.

17 p. "Individual Settlement Payment(s)" means each Participating Class Member's
18 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
19 by the calculations provided in this Agreement.

20 q. "LWDA" means The State of California Labor and Workforce Development Agency.

21 r. "LWDA Payment" means 75% of the Thirty-Five Thousand Dollars and Zero Cents
22 (\$35,000.00) allocated to the settlement of PAGA claims which, subject to Court approval, will be
23 paid to the LWDA pursuant to Section ~~3.07~~3.06(e) of this Agreement, as provided for below.

24 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,
25 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
26 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
27 to enter a Final Order in this Action.

1 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to grant preliminary approval of the
3 Settlement as required by Rule 3.769 of the California Rules of Court.

4 u. "Named Plaintiff" means Victor Erazo.

5 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
6 administration costs, Class Counsels' attorney's fees and costs, Enhancement Awards, and LWDA
7 Payment, pursuant to Section ~~3.07~~3.06(a)-(f) below.

8 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
9 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
10 to Section 3.04(b) below.

11 x. "Notice Packet" means collectively and in a form substantially similar to, the Notice
12 of Class Action Settlement attached hereto as **Exhibit A** and the Dispute Form attached hereto as
13 **Exhibit B**, all subject to Court approval.

14 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
15 codified in California Labor Code §§ 2698 *et seq.*

16 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
17 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
18 agreed that the PAGA Settlement Amount is Thirty-Five Thousand Dollars and Zero Cents
19 (\$35,000.00), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered
20 the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and
21 distributed to PAGA Group Members.

22 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
23 time between April 1, 2020 through March 23, 2023 ("PAGA Period").

24 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class
27 Member will be paid his/her Individual Settlement Payment.

1 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
2 Settlement embodied in this Agreement.

3 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
5 Administrator for the benefit of Participating Class Members.

6 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked
7 for Defendant as non-exempt employees during the Class Period.

8 ff. "Released Parties" means Defendant.

9 gg. "Response Deadline" means the deadline by which Class Members must postmark or
10 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
11 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
12 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
13 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
14 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
15 mailing.

16 hh. "Settlement Administration Costs" means all costs incurred by the Settlement
17 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
18 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
19 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
20 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Enhancement
21 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
22 Settlement Amount.

23 ii. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
24 will be responsible for the administration of the Individual Settlement Payments to be made by
25 Defendant from the Gross Settlement Amount and related matters under this Agreement.

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ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

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 the Date of Finality does not occur, 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. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, 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 the Date of Finality does not occur: (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 Defendant 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 the Date of Finality does not occur, 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. Defendant expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not

1 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
2 to meet and confer to address the Court’s concerns. If the Parties are unable to agree upon a
3 resolution, the Parties agree to seek the assistance of mediator Kim Deck to resolve the dispute.

4 **ARTICLE III**

5 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

6 The procedure for obtaining Court approval of and implementing this Agreement shall be as
7 follows:

8 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

9 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
10 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
11 The date that the Court grants preliminary approval of this Agreement will be the “Preliminary
12 Approval Date.”

13 **Section 3.02: The Settlement Administrator**

14 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
15 Settlement Administrator, including but not limited to distributing and responding to inquiries about
16 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
17 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
18 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
19 issuing the payment to Class Counsel for attorneys’ fees and costs, the Incentive Award checks to
20 Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
21 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

22 All costs of administering the Settlement, including but not limited to all costs and fees
23 associated with preparing, issuing and mailing any and all notices to Class Members and/or
24 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
25 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
26 returns and any other filings required by any governmental taxing authority or agency, all costs and
27 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
28 course of administering disbursements from the Net Settlement Amount, and any other costs and fees

1 incurred and/or charged by the Settlement Administrator in connection with the execution of its
2 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
3 Administrator from the Gross Settlement Amount.

4 **Section 3.03: Notice to Class Members**

5 No later than five (5) business days after the Preliminary Approval Date, Defendant will
6 provide the Settlement Administrator with a “Class List” in electronic format based on its business
7 records, identifying the names of the Class Members, their last known home addresses, Social
8 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
9 and weeks worked during the Class Period.

10 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
11 Administrator will send Class Members, by first-class mail, at their last known address, the Court
12 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
13 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
14 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
15 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
16 Settlement Administrator will check all Class Member addresses against the National Change of
17 Address database and shall update any addresses before mailing. The Settlement Administrator will
18 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
19 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
20 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
21 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
22 Members shall not be required to submit claim forms in order to receive a proportional share of the
23 Net Settlement Amount.

24 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
25 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
26 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
28 mass search on LexisNexis or comparable databases based on set criteria and, if another address is

1 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
2 that reasonable means be used to locate Class Members and that the Settlement Administrator be
3 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
4 Individual Settlement Payments to all Participating Class Members.

5 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
6 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
7 status report provided to the Parties.

8 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
9 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
10 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
11 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
12 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
13 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
14 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
15 procedures set forth in Section ~~3.073.06~~(fg) below.

16 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
17 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
18 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
19 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
20 exclusion and objections that the Settlement Administrator received.

21 **Section 3.04: Responses to Notice**

22 **a. Class Member Disputes**

23 If any Class Member disagrees with Defendant's records as to his or her Qualifying
24 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
25 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
26 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
27 supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form
28 attached hereto as **Exhibit C**. The Notice of Class Action Settlement will also provide a method for

1 the Class Member to challenge the employment data on which his or her Individual Settlement
2 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and
3 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
4 ~~Settlement Administrator~~Court will be the final arbiter of the Qualifying Workweeks for each Class
5 Member during the Class Period based on the information provided to it.

6 **b. Requests for Exclusion from Class**

7 In order for any Class Member to validly exclude himself or herself from the Class and this
8 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
9 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
10 postmarked no later than the Response Deadline (or thirty (30) days after the Settlement
11 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
12 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
13 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
14 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
15 conclusively determined according to the records of the Settlement Administrator. Any Class
16 Member who timely and validly requests exclusion from the Class and this Settlement will not be
17 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
18 Agreement, and will not have any right to object, appeal, or comment thereon.

19 Any Class Member who fails to timely submit a request for exclusion shall automatically be
20 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
21 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
22 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
23 and/or released in this Agreement will be extinguished.

24 **c. Objections to Settlement**

25 For any Class Member to object to this Agreement, or any term of it, the person making the
26 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
27 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or thirty (30)
28 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),

1 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
2 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
3 the date the signed objection was postmarked, shall be conclusively determined according to the
4 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
5 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
6 Members may also appear at the final approval hearing to object. The Court retains final authority
7 with respect to the consideration and admissibility of any Class Member objections.

8 **d. Encouragement of Class Members**

9 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
10 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
11 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
12 Class Members.

13 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

14 Defendant has estimated the number of workweeks in the Class Period 8,498. If the number
15 of workweeks increases by 7% or more or 9,093 workweeks, as of the end of the Class Period, there
16 will be a pro rata adjustment to the Net Settlement Amount by the same proportion as the increase
17 (e.g., if the number of workweeks increases by 7%).

18 **f. Termination for Lack of Sufficient Participation**

19 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
20 the Class, Defendant will have the right, but not the obligation, to void the Agreement within fourteen
21 (14) days of the Response Deadline. If Defendant exercises that right to void the Agreement, then
22 the Parties will have no further obligations under the Agreement, including any obligation by
23 Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been
24 owed under this Agreement, except that Defendant will pay the Settlement Administrator's
25 reasonable fees and expenses incurred as of the date that Defendant exercise the right to void the
26 Agreement. Defendant shall meet and confer with Class Counsel prior to exercising its right to
27 rescind the Agreement under this provision, and shall notify Class Counsel, in writing via USPS and
28 email, and the Court whether it is exercising its right to void the Agreement.

1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class Action.

8 **Section 3.06: Settlement Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
11 Gross Settlement Amount in the amount of Two Hundred Seventy-Five Thousand Dollars and Zero
12 Cents (\$275,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).
13 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
14 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
15 Amount, and the Enhancement Payments.

16 Within thirty (30) days after the Court signs the Final Order, Defendant shall transfer the
17 Gross Settlement Amount plus Defendant's share of employer-side payroll taxes if ordered by the
18 Court, as set forth herein, into a QSF established by the Settlement Administrator either directly or
19 by sending the funds to the Settlement Administer to be deposited and distributed. The Settlement
20 Administrator will use these funds to fund payment of the Individual Settlement Payments to
21 Participating Class Members, Class Counsel's attorneys' fees and costs, the Enhancement Awards,
22 the LWDA Payment, and the Settlement Administration Costs.

23 Within ten (10) court days after receiving Defendant's final payment, funding the Gross
24 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
25 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
26 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
27 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
28

1 search based on the National Change of Address Database to update and correct for any known or
2 identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Ninety-
6 One Thousand, Five Hundred Seventy-Five Dollars and Zero Cents (\$91,575.00). Class Counsel
7 shall submit an application for an award of costs not to exceed \$25,000.00. Such application for
8 attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.
9 Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall
10 serve Defendant with copies of all documents submitted in support of their application for an award
11 of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
22 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00).

23 **d. Payment of Enhancement Award to Named Plaintiffs**

24 Subject to Court approval, the Named Plaintiffs shall each receive an Enhancement Award
25 of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Victor Erazo, the request for
26 which Defendant will not object to or oppose. The Enhancement Awards shall be paid out of the
27 Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s)
28 other than Named Plaintiff. To the extent that the Court approves less than the amount of incentive

1 award that Class Counsel request, the difference between the requested and awarded amounts will
2 be reallocated to the Net Settlement Amount.

3 Because it is the intent of the Parties that the Enhancement Awards represent payment to
4 Named Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator
5 will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be
6 reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs and
7 to the pertinent taxing authorities as required by law.

8 **e. Payment to the Labor and Workforce Development Agency**

9 In consideration of claims made under PAGA, Class Counsel will request that the Court
10 approve allocation of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), of the Gross
11 Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the
12 California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent
13 (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members.
14 Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the
15 Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named
16 Plaintiff's PAGA claim in the Action, will not invalidate this Agreement.

17 **f. Payment of Individual Settlement Payments to Participating Class Members**

18 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
19 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
20 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
21 each Class Member. To calculate the minimum amount each Class Member will receive based on
22 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
23 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
24 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
25 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
26 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
27 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the

1 individual Qualifying Workweeks worked during the Class Period by each Participating Class
2 Member.

3 Each Individual Settlement Payment will represent wages and penalties allocated using the
4 following formula: 33% allocated to wages and 34% allocated to penalties and 33% allocated
5 interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from
6 an employee's wages and all other authorized and required withholdings and shall be reported by W-
7 2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
8 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
9 withholdings other than the tax withholdings customarily made from employees' wages and shall be
10 reported by IRS 1099 forms.

11 No later than ten (10) business days after receiving the Gross Settlement Amount from
12 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
13 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
14 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
15 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
16 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
17 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
18 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
19 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
20 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
21 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

22 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
23 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
24 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
25 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
26 Settlement Administrator is unable to obtain a valid mailing address through this process, the
27 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
28 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

1 **g. Default on Payment.**

2 Defendant' failure to fund the Gross Settlement Amount within thirty (30) days after the date
3 that the Court grants final approval of the Settlement shall be considered a default. In the event
4 Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
5 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
6 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
7 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
8 forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
9 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled
10 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
11 attorneys' fees and costs.

12 **h. No Credit Toward Benefit Plans.**

13 The Individual Settlement Payments made to Participating Class Members under this
14 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
15 calculate any additional benefits under any benefit plans to which any Class Members may be
16 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
17 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
18 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
19 Members may be entitled under any benefit plans.

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

23 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
24 Class should not have been certified in the Action. This Agreement is entered into solely for the
25 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
26 construed as an admission of liability or wrongdoing by Defendant.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendant expressly reserve the right to oppose certification of the Class.

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiffs and
5 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
6 any and all claims alleged in Named Plaintiff's Operative Complaints, during the Class Period,
7 including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure
8 to provide meal breaks; (4) failure to provide rest breaks; (5) failure to pay timely wages upon
9 termination; (6) failure to provide and maintain accurate itemized wage statements; (7) failure to pay
10 timely wages; (8) violation of California Business and Professions Code §§17200; and (9) violation
11 of California Labor Code Private Attorney General Act ("PAGA"), *et seq.*, based on the preceding
12 claims ("Released Claims").

13 **Section 5.02: Released Claims by PAGA Group Members**

14 Upon the date of funding the GSA, the ~~State of California and~~ PAGA Group Members release
15 the Released Parties from all PAGA claims alleged in the operative complaints of the Actions, which
16 arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class
17 Settlement. California Labor Code section 203 is not included in the PAGA release.

18 **ARTICLE VI**

19 **MISCELLANEOUS PROVISIONS**

20 **Section 6.01: Amendments or Modification**

21 The terms and provisions of this Agreement may be amended or modified only by an express
22 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
23 and approved by the Court.

24 **Section 6.02: Assignment**

25 None of the rights, commitments, or obligations recognized under this Agreement may be
26 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
27 consent of each other Party and their respective counsel. The representations, warranties, covenants,
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1 and agreements contained in this Agreement are for the sole benefit of the Parties under this
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
6 of laws.

7 **Section 6.04: No Publicity**

8 The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact
9 the press, respond to any press inquiry or have any communication with the press about the fact,
10 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not
11 engage in any advertising or marketing relating to the settlement of these Actions in any manner that
12 identifies or that is suggestive of Defendant (i.e., a manager of environmental company), including
13 but not limited to any postings on any websites maintained by Class Counsel. However, Class
14 Counsel may identify this Settlement in court filings in other matters to demonstrate their adequacy
15 as counsel in connection with the prosecution or settlement of other class actions. Nothing in this
16 Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge
17 their duties as Class Counsel, including but not limited to, communicating with Class Members
18 regarding the Settlement.

19 **Section 6.05: Entire Agreement**

20 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
21 contains the entire understanding of the Parties with respect to the subject matter contained herein.
22 In case of any conflict between text contained in Articles I through VI of this Agreement and text
23 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
24 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
25 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
26 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
27 supersedes all prior agreements and understandings among the Parties with respect to the settlement
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1 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
2 prior agreements or proposals.

3 **Section 6.06: Waiver of Compliance**

4 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
5 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
6 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
7 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
8 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
9 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10 **Section 6.07: Counterparts and Fax/PDF Signatures**

11 This Agreement, and any amendments hereto, may be executed in any number of counterparts
12 and any Party and/or their respective counsel may execute any such counterpart, each of which when
13 executed and delivered shall be deemed to be an original. All counterparts taken together shall
14 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
15 signature.

16 **Section 6.08: Meet and Confer Regarding Disputes**

17 Should any dispute arise among the Parties or their respective counsel regarding the
18 implementation or interpretation of this Agreement, a representative of Class Counsel and a
19 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
20 to submitting such disputes to the Court.

21 **Section 6.09: Agreement Binding on Successors**

22 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
23 of each of the Parties.

24 **Section 6.10: Cooperation in Drafting**

25 The Parties have cooperated in the negotiation and preparation of this Agreement. This
26 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
27 was the drafter or participated in the drafting of this Agreement.

1 **Section 6.11: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
4 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
5 further believe that the Settlement is and is consistent with public policy, and fully complies with
6 applicable law.

7 **Section 6.12: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.13: Notice**

12 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
13 communications under this Agreement must be in writing and addressed as follows:

14 *To Named Plaintiff and the Class:*

15 Armond M. Jackson
16 Andrea M. Fernandez-Jackson
17 Anthony S. Filer, Jr.
18 JACKSON APC
19 2 Venture Plaza, Suite 240
20 Irvine, CA 92618
21 Phone: (949) 281-6857
22 Fax: (949) 777-6218

23 And

24 *To Defendant:*

25 Robert T. Lemen
26 Ashley Chinn
27 MURTAUGH TREGLIA STERN & DEILY LLP
28 12603 Main Street, Penthouse
 Irvine, CA 92614
 Phone: (949) 794-4000
 Fax: (949) 794-4099

1 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
9 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
10 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
11 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
12 fees incurred in connection with any enforcement actions.

13 **Section 6.15: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to the execution of such documents, and the taking of such
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21 **Section 6.16: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
23 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
26 represents and warrant that the individual executing this Agreement on its behalf has the full right,
27 power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

Section 6.17: No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ VICTOR ERAZO
By: _____
Named Plaintiff

Dated: _____ UNI-CAPS, LLC
By: _____
(Signature)

(Printed Name)

(Title)

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APPROVED AS TO FORM ONLY:

Dated:

JACKSON APC

By:

Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

Attorneys for Plaintiff Victor Erazo

Dated:

**MURTAUGH TREGLIA STERN & DEILY
LLP**

By:

Robert T. Lemen
Ashley Chinn

Attorneys for Defendant Uni-Caps, LLC

EXHIBIT B

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
Anthony S. Filer Jr., SBN 337704
afiler@jacksonapc.com
JACKSON APC
2 Venture Parkway, Suite 240
Irvine, California 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiff Victor Erazo

[Additional counsel listed on following page]

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

VICTOR ERAZO, as an individual and on behalf
of others similarly situated,

Plaintiff,
vs.

UNI-CAPS, LLC, a Texas Corporation, and
DOES 1-50, inclusive,

Defendant.

Case No: 30-2021-01193402-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman
Department CX-105

**AMENDED JOINT STIPULATION OF
SETTLEMENT**

Case filed: April 2, 2021
Trial date: TBD

1 Robert T. Lemen (Bar No. 94111)
2 rlemen@murtaughlaw.com
3 Ashley Chinn (Bar No. 321067)
4 achinn@murtaughlaw.com
5 **MURTAUGH TREGLIA STERN & DEILY LLP**
6 2603 Main Street, Penthouse
7 Irvine, California 92614-6232
8 (949) 794-4000 FAX (949) 794-4099
9
10 Attorneys for Defendant Uni-Caps, LLC
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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Amended Joint
5 Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Victor Erazo (referred to herein as
7 “Plaintiff”) and the Class Members, on the one hand, and Defendant Uni-Caps, LLC (“Defendant”),
8 on the other hand. Plaintiff and Defendant collectively are referred to in this Agreement as “the
9 Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Two Hundred Seventy-Five
12 Thousand Dollars and Zero Cents (\$275,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein.

15 **ARTICLE I**

16 **DEFINITIONS**

17 Unless otherwise defined herein, the following terms used in this Agreement shall have the
18 meanings ascribed to them as set forth below:

19 a. “Actions” means the actions described as follows: *Victor Erazo individually and on*
20 *behalf of all others similarly situated v. Uni-Caps, LLC*, a California corporation, and DOES 1
21 through 50, inclusive, Case No. 30-2021-01193402-CU-OE-CXC commenced on April 2, 2021 in
22 the Superior Court of the State of California, County of Orange.

23 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
24 Exhibit(s).

25 c. “Class” means all current and former non-exempt employees who are or were
26 employed by Defendant in California at any time during the Class Period.

27 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

28 JACKSON APC

Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 240
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

e. “Class List” means a list based on Defendant’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means April 1, 2020 to March 23, 2023.

h. “Court” means the Orange County Superior Court.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant Uni-Caps, LLC

k. “Defense Counsel” means counsel for Defendant:

MURTAUGH TREGLIA STERN & DEILY LLP
Robert T. Lemen
Ashley Chin
2603 Main Street Penthouse
Irvine, CA 92614
Phone: (949) 794-4000
Fax: (612) 794-4099

l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

1 m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final
2 formal court order signed by the Court following the Final Fairness and Approval Hearing in
3 accordance with the terms herein, approving this Agreement.

4 n. "Gross Settlement Amount" means Two Hundred Seventy-Five Thousand Dollars
5 and Zero Cents (\$275,000.00) to be paid by Defendant as provided by this Agreement to settle these
6 Actions. All payments to the Class, administration costs, attorney's fees and costs, and Enhancement
7 Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. IThe
8 employer's share of payroll taxes arising from the payments made under this settlement shall be paid
9 by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement
10 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
11 Settlement Amount shall revert to Defendant.

12 o. "Incentive Awards" means a monetary amount of up to Five Thousand Dollars and
13 Zero Cents (\$5,000.00) for Plaintiff Victor Erazo subject to Court approval, in recognition of his
14 effort and work in prosecuting the Action on behalf of Class Members, and for his general release of
15 claims.

16 p. "Individual Settlement Payment(s)" means each Participating Class Member's
17 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
18 by the calculations provided in this Agreement.

19 q. "LWDA" means The State of California Labor and Workforce Development Agency.

20 r. "LWDA Payment" means 75% of the Thirty-Five Thousand Dollars and Zero Cents
21 (\$35,000.00) allocated to the settlement of PAGA claims which, subject to Court approval, will be
22 paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

23 s. "Motion for Final Approval" means Plaintiffs' submission of a written motion,
24 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
25 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
26 to enter a Final Order in this Action.

1 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to grant preliminary approval of the
3 Settlement as required by Rule 3.769 of the California Rules of Court.

4 u. "Named Plaintiff" means Victor Erazo.

5 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
6 administration costs, Class Counsels' attorney's fees and costs, Enhancement Awards, and LWDA
7 Payment, pursuant to Section 3.06(a)-(f) below.

8 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
9 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
10 to Section 3.04(b) below.

11 x. "Notice Packet" means collectively and in a form substantially similar to, the Notice
12 of Class Action Settlement attached hereto as **Exhibit A** and the Dispute Form attached hereto as
13 **Exhibit B**, all subject to Court approval.

14 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
15 codified in California Labor Code §§ 2698 *et seq.*

16 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
17 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
18 agreed that the PAGA Settlement Amount is Thirty-Five Thousand Dollars and Zero Cents
19 (\$35,000.00), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered
20 the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and
21 distributed to PAGA Group Members.

22 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
23 time between April 1, 2020 through March 23, 2023 ("PAGA Period").

24 bb. "Participating Class Member(s)" is defined as a Class Member who does not timely
25 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
26 Settlement Amount automatically without the need to return a claim form. Each Participating Class
27 Member will be paid his/her Individual Settlement Payment.

1 cc. "Preliminary Approval Date" means the date the Court preliminarily approves the
2 Settlement embodied in this Agreement.

3 dd. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
4 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
5 Administrator for the benefit of Participating Class Members.

6 ee. "Qualifying Workweeks" means the number of weeks that Class Members worked
7 for Defendant as non-exempt employees during the Class Period.

8 ff. "Released Parties" means Defendant.

9 gg. "Response Deadline" means the deadline by which Class Members must postmark or
10 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
11 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
12 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
13 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
14 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
15 mailing.

16 hh. "Settlement Administration Costs" means all costs incurred by the Settlement
17 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
18 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
19 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
20 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiffs for their Enhancement
21 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross
22 Settlement Amount.

23 ii. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
24 will be responsible for the administration of the Individual Settlement Payments to be made by
25 Defendant from the Gross Settlement Amount and related matters under this Agreement.

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ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

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 the Date of Finality does not occur, 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. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, 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 the Date of Finality does not occur: (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 Defendant 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 the Date of Finality does not occur, 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. Defendant expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not

1 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
2 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
3 resolution, the Parties agree to seek the assistance of mediator Kim Deck to resolve the dispute.

4 **ARTICLE III**

5 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

6 The procedure for obtaining Court approval of and implementing this Agreement shall be as
7 follows:

8 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

9 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
10 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
11 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
12 Approval Date."

13 **Section 3.02: The Settlement Administrator**

14 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
15 Settlement Administrator, including but not limited to distributing and responding to inquiries about
16 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
17 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
18 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
19 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to
20 Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
21 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

22 All costs of administering the Settlement, including but not limited to all costs and fees
23 associated with preparing, issuing and mailing any and all notices to Class Members and/or
24 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
25 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
26 returns and any other filings required by any governmental taxing authority or agency, all costs and
27 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
28 course of administering disbursements from the Net Settlement Amount, and any other costs and fees

1 incurred and/or charged by the Settlement Administrator in connection with the execution of its
2 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
3 Administrator from the Gross Settlement Amount.

4 **Section 3.03: Notice to Class Members**

5 No later than five (5) business days after the Preliminary Approval Date, Defendant will
6 provide the Settlement Administrator with a “Class List” in electronic format based on its business
7 records, identifying the names of the Class Members, their last known home addresses, Social
8 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
9 and weeks worked during the Class Period.

10 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
11 Administrator will send Class Members, by first-class mail, at their last known address, the Court
12 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
13 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
14 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
15 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
16 Settlement Administrator will check all Class Member addresses against the National Change of
17 Address database and shall update any addresses before mailing. The Settlement Administrator will
18 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
19 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
20 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
21 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
22 Members shall not be required to submit claim forms in order to receive a proportional share of the
23 Net Settlement Amount.

24 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
25 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
26 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
28 mass search on LexisNexis or comparable databases based on set criteria and, if another address is

identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties that reasonable means be used to locate Class Members and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all Participating Class Members.

If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(f) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form attached hereto as **Exhibit C**. The Notice of Class Action Settlement will also provide a method for

1 the Class Member to challenge the employment data on which his or her Individual Settlement
2 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and
3 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
4 Court will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class
5 Period based on the information provided to it.

6 **b. Requests for Exclusion from Class**

7 In order for any Class Member to validly exclude himself or herself from the Class and this
8 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
9 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
10 postmarked no later than the Response Deadline (or thirty (30) days after the Settlement
11 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
12 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
13 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
14 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
15 conclusively determined according to the records of the Settlement Administrator. Any Class
16 Member who timely and validly requests exclusion from the Class and this Settlement will not be
17 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
18 Agreement, and will not have any right to object, appeal, or comment thereon.

19 Any Class Member who fails to timely submit a request for exclusion shall automatically be
20 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
21 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
22 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
23 and/or released in this Agreement will be extinguished.

24 **c. Objections to Settlement**

25 For any Class Member to object to this Agreement, or any term of it, the person making the
26 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
27 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or thirty (30)
28 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),

1 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
2 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
3 the date the signed objection was postmarked, shall be conclusively determined according to the
4 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
5 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
6 Members may also appear at the final approval hearing to object. The Court retains final authority
7 with respect to the consideration and admissibility of any Class Member objections.

8 **d. Encouragement of Class Members**

9 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
10 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
11 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
12 Class Members.

13 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

14 Defendant has estimated the number of workweeks in the Class Period 8,498. If the number
15 of workweeks increases by 7% or more or 9,093 workweeks, as of the end of the Class Period, there
16 will be a pro rata adjustment to the Net Settlement Amount by the same proportion as the increase
17 (e.g., if the number of workweeks increases by 7%).

18 **f. Termination for Lack of Sufficient Participation**

19 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
20 the Class, Defendant will have the right, but not the obligation, to void the Agreement within fourteen
21 (14) days of the Response Deadline. If Defendant exercises that right to void the Agreement, then
22 the Parties will have no further obligations under the Agreement, including any obligation by
23 Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been
24 owed under this Agreement, except that Defendant will pay the Settlement Administrator's
25 reasonable fees and expenses incurred as of the date that Defendant exercise the right to void the
26 Agreement. Defendant shall meet and confer with Class Counsel prior to exercising its right to
27 rescind the Agreement under this provision, and shall notify Class Counsel, in writing via USPS and
28 email, and the Court whether it is exercising its right to void the Agreement.

1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class Action.

8 **Section 3.06: Settlement Payment Procedures**

9 **a. Settlement Amount**

10 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
11 Gross Settlement Amount in the amount of Two Hundred Seventy-Five Thousand Dollars and Zero
12 Cents (\$275,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).
13 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
14 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
15 Amount, and the Enhancement Payments.

16 Within thirty (30) days after the Court signs the Final Order, Defendant shall transfer the
17 Gross Settlement Amount plus Defendant's share of employer-side payroll taxes if ordered by the
18 Court, as set forth herein, into a QSF established by the Settlement Administrator either directly or
19 by sending the funds to the Settlement Administer to be deposited and distributed. The Settlement
20 Administrator will use these funds to fund payment of the Individual Settlement Payments to
21 Participating Class Members, Class Counsel's attorneys' fees and costs, the Enhancement Awards,
22 the LWDA Payment, and the Settlement Administration Costs.

23 Within ten (10) court days after receiving Defendant's final payment, funding the Gross
24 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
25 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
26 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
27 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
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1 search based on the National Change of Address Database to update and correct for any known or
2 identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Ninety-
6 One Thousand, Five Hundred Seventy-Five Dollars and Zero Cents (\$91,575.00). Class Counsel
7 shall submit an application for an award of costs not to exceed \$25,000.00. Such application for
8 attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing.
9 Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall
10 serve Defendant with copies of all documents submitted in support of their application for an award
11 of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
22 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00).

23 **d. Payment of Enhancement Award to Named Plaintiffs**

24 Subject to Court approval, the Named Plaintiffs shall each receive an Enhancement Award
25 of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Victor Erazo, the request for
26 which Defendant will not object to or oppose. The Enhancement Awards shall be paid out of the
27 Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s)
28 other than Named Plaintiff. To the extent that the Court approves less than the amount of incentive

award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Enhancement Awards represent payment to Named Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing authorities as required by law.

e. Payment to the Labor and Workforce Development Agency

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the amount allocated to Named Plaintiff’s PAGA claim in the Action, will not invalidate this Agreement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member’s approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the

1 individual Qualifying Workweeks worked during the Class Period by each Participating Class
2 Member.

3 Each Individual Settlement Payment will represent wages and penalties allocated using the
4 following formula: 33% allocated to wages and 34% allocated to penalties and 33% allocated
5 interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from
6 an employee's wages and all other authorized and required withholdings and shall be reported by W-
7 2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
8 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
9 withholdings other than the tax withholdings customarily made from employees' wages and shall be
10 reported by IRS 1099 forms.

11 No later than ten (10) business days after receiving the Gross Settlement Amount from
12 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
13 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
14 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
15 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
16 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
17 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
18 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
19 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
20 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
21 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

22 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
23 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
24 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
25 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
26 Settlement Administrator is unable to obtain a valid mailing address through this process, the
27 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
28 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

1 **g. Default on Payment.**

2 Defendant's failure to fund the Gross Settlement Amount within thirty (30) days after the date
3 that the Court grants final approval of the Settlement shall be considered a default. In the event
4 Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
5 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
6 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
7 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
8 forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
9 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled
10 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
11 attorneys' fees and costs.

12 **h. No Credit Toward Benefit Plans.**

13 The Individual Settlement Payments made to Participating Class Members under this
14 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
15 calculate any additional benefits under any benefit plans to which any Class Members may be
16 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
17 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
18 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
19 Members may be entitled under any benefit plans.

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

23 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
24 Class should not have been certified in the Action. This Agreement is entered into solely for the
25 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
26 construed as an admission of liability or wrongdoing by Defendant.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendant expressly reserve the right to oppose certification of the Class.

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiffs and
5 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
6 any and all claims alleged in Named Plaintiff's Operative Complaints, during the Class Period,
7 including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure
8 to provide meal breaks; (4) failure to provide rest breaks; (5) failure to pay timely wages upon
9 termination; (6) failure to provide and maintain accurate itemized wage statements; (7) failure to pay
10 timely wages; (8) violation of California Business and Professions Code §§17200; and (9) violation
11 of California Labor Code Private Attorney General Act ("PAGA"), *et seq.*, based on the preceding
12 claims ("Released Claims").

13 **Section 5.02: Released Claims by PAGA Group Members**

14 Upon the date of funding the GSA, the PAGA Group Members release the Released Parties
15 from all PAGA claims alleged in the operative complaints of the Actions, which arose during the
16 PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.
17 California Labor Code section 203 is not included in the PAGA release.

18 **ARTICLE VI**

19 **MISCELLANEOUS PROVISIONS**

20 **Section 6.01: Amendments or Modification**

21 The terms and provisions of this Agreement may be amended or modified only by an express
22 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
23 and approved by the Court.

24 **Section 6.02: Assignment**

25 None of the rights, commitments, or obligations recognized under this Agreement may be
26 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
27 consent of each other Party and their respective counsel. The representations, warranties, covenants,
28

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
6 of laws.

7 **Section 6.04: No Publicity**

8 The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact
9 the press, respond to any press inquiry or have any communication with the press about the fact,
10 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not
11 engage in any advertising or marketing relating to the settlement of these Actions in any manner that
12 identifies or that is suggestive of Defendant (i.e., a manager of environmental company), including
13 but not limited to any postings on any websites maintained by Class Counsel. However, Class
14 Counsel may identify this Settlement in court filings in other matters to demonstrate their adequacy
15 as counsel in connection with the prosecution or settlement of other class actions. Nothing in this
16 Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge
17 their duties as Class Counsel, including but not limited to, communicating with Class Members
18 regarding the Settlement.

19 **Section 6.05: Entire Agreement**

20 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
21 contains the entire understanding of the Parties with respect to the subject matter contained herein.
22 In case of any conflict between text contained in Articles I through VI of this Agreement and text
23 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
24 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
25 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
26 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
27 supersedes all prior agreements and understandings among the Parties with respect to the settlement
28

1 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
2 prior agreements or proposals.

3 **Section 6.06: Waiver of Compliance**

4 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
5 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
6 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
7 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
8 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
9 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10 **Section 6.07: Counterparts and Fax/PDF Signatures**

11 This Agreement, and any amendments hereto, may be executed in any number of counterparts
12 and any Party and/or their respective counsel may execute any such counterpart, each of which when
13 executed and delivered shall be deemed to be an original. All counterparts taken together shall
14 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
15 signature.

16 **Section 6.08: Meet and Confer Regarding Disputes**

17 Should any dispute arise among the Parties or their respective counsel regarding the
18 implementation or interpretation of this Agreement, a representative of Class Counsel and a
19 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
20 to submitting such disputes to the Court.

21 **Section 6.09: Agreement Binding on Successors**

22 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
23 of each of the Parties.

24 **Section 6.10: Cooperation in Drafting**

25 The Parties have cooperated in the negotiation and preparation of this Agreement. This
26 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
27 was the drafter or participated in the drafting of this Agreement.

1 **Section 6.11: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
4 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
5 further believe that the Settlement is and is consistent with public policy, and fully complies with
6 applicable law.

7 **Section 6.12: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.13: Notice**

12 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
13 communications under this Agreement must be in writing and addressed as follows:

14 *To Named Plaintiff and the Class:*

15 Armond M. Jackson
16 Andrea M. Fernandez-Jackson
17 Anthony S. Filer, Jr.
18 JACKSON APC
19 2 Venture Plaza, Suite 240
20 Irvine, CA 92618
21 Phone: (949) 281-6857
22 Fax: (949) 777-6218

23 And

24 *To Defendant:*

25 Robert T. Lemen
26 Ashley Chinn
27 MURTAUGH TREGLIA STERN & DEILY LLP
28 12603 Main Street, Penthouse
 Irvine, CA 92614
 Phone: (949) 794-4000
 Fax: (949) 794-4099

1 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
9 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
10 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
11 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
12 fees incurred in connection with any enforcement actions.

13 **Section 6.15: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to the execution of such documents, and the taking of such
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21 **Section 6.16: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
23 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
26 represents and warrant that the individual executing this Agreement on its behalf has the full right,
27 power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

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APPROVED AS TO FORM ONLY:

Dated: 08/13/2024

JACKSON APC

By: /s/ Armond M. Jackson
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.

Attorneys for Plaintiff Victor Erazo

Dated: 8/13/24

**MURTAUGH TREGLIA STERN & DEILY
LLP**

By: 
Robert T. Lemen
Ashley Chinn

Attorneys for Defendant Uni-Caps, LLC

1 **Section 6.17: No Reliance on Representations**

2 The Parties have made such investigation of the facts and the law pertaining to the matters
3 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
4 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
5 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
6 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
7 to any other matters. No representations, warranties, or inducements, except as expressly set forth
8 herein, have been made to any party concerning this Agreement.

9
10 **EXECUTION BY PARTIES AND COUNSEL**

11 The Parties and their counsel hereby execute this Agreement.

12
13
14 Dated: 08/13/2024

VICTOR ERAZO

15
16 By: 

Named Plaintiff

17
18
19
20 Dated: 8/14/2014

UNI-CAPS, LLC

21 By: 

(Signature)

22
23 Kihoon Keith Kim
(Printed Name)

24 HR Director
(Title)

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

ERAZO V. UNI-CAPS, LLC
CASE NO. 30-2021-01193402-CU-OE-CXC

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY UNI-CAPS, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **APRIL 1, 2020 AND ENDING ON MARCH 23, 2023, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Victor Erazo (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendant Uni-Caps, LLC (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay minimum wages; (2) failed to pay overtime; (3) failed to provide meal breaks; (4) failed to provide rest breaks; (5) failed to pay timely wages upon termination; (6) failed to provide and maintain accurate itemized wage statements; (7) failed to pay timely wages; and (8) engaged unlawful business practices. Plaintiff also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiff’s claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **April 1, 2020 to March 23, 2023** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **April 1, 2020 through March 23, 2023**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 1, 2020 to March 23, 2023 . If you are a PAGA Group Member, you will also

	receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 1, 2020 to March 23, 2023 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **April 1, 2020 to March 23, 2023** (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Victor Erazo vs. Uni-Caps, LLC*, Case No. 30-2021-01193402-CU-OE-CXC and is pending in the Superior Court of California for the County of Orange (the “Action”). Victor Erazo is the Plaintiff, and the company they sued, Uni-Caps, LLC is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. They allege that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, and unlawfully received wages, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that they and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Victor Erazo) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Randall J. Sherman issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **April 1, 2020 to March 23, 2023** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **April 1, 2020 through March 23, 2023** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees (not

to exceed (\$91,575.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$25,000.00), a Class Representative Service Award to Plaintiff Victor Erazo in the amount of (\$5,000.00) for his services, the PAGA Settlement Amount (i.e., a payment of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, [Insert Name of Settlement Administrator] (estimated not to exceed \$12,500.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid from the Maximum Settlement Amount unless the Court disallows that payment, in which case those taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Pay Periods for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Pay Periods} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 33% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents 34% shall be reported as civil waiting time penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents and 33% allocated to interest.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Twenty-Six Thousand, Two Hundred Fifty Dollars and Zero Cents (\$26,250.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) shall be distributed to PAGA Group Members as their PAGA Payment. The “PAGA Period” is the period of time from April 1, 2020 through March 23, 2023. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$ [REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$ [REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other

information that supports your belief that the information set forth is incorrect. Defendant's records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal breaks; (4) failure to provide required rest breaks; (5) failure to timely pay all wages upon termination; (6) failure to provide and maintain accurate itemized wage statements; (7) failure to pay timely wages; (8) violation of California Business and Professions Code §§17200, *et seq.*, and (9) PAGA violations, based on the preceding claims against Defendant(the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator, within thirty (30) days after the Court signs the Final Order or after any appeals of the Final

Order are final.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

An Exclusion Form is also being provided with the class notice.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 400
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$91,575.00) plus actual litigation costs and expenses (not to exceed \$25,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Victor Erazo as an Enhancement Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the

Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department CX105 of the **Orange County Superior Court, located at Civil Complex Center 751 W Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. At the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Victor Erazo's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department CX105 of the Orange County Superior Court, Civil Complex Center located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

ERAZO V. UNI-CAPS, LLC

Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN _____.

ERAZO V. UNI-CAPS, LLC ET AL., ADMINISTRATOR

(Administrator's Address)
(Administrator's Telephone Number)
(Administrator's Facsimile Number)

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**. I also understand that I will be bound by the agreement concerning PAGA claims and cannot exclude myself from the PAGA settlement. I will also receive a payment for the resolution of the PAGA claims even if I exclude myself from the class claims.

Dated: _____, 2024.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

EXHIBIT C

ERAZO V. UNI-CAPS, LLC
Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC
WORKWEEK DISPUTE FORM

If you believe the number of Workweeks credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked on or before **[RESPONSE DEADLINE OR EXTENDED RESPONSE DEADLINE IF APPLICABLE]**. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number (*Erazo v. Uni-Caps, LLC*, Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC); and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate. Defendants' records will be presumed determinative, absent credible evidence to the contrary.

STATEMENT EXPLAINING BASIS OF DISPUTE

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Last Four of Social Security Number)

The Claims Administrator is ILYM Group, Inc.

The Claims Administrator can be contacted at:

Erazo v. Uni-Caps, LLC

c/o ILYM Group

www.ilymgroupclassaction.com

Phone: 888-250-6810

Fax: 888-845-6185



EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

**ERAZO V. UNI-CAPS, LLC
CASE NO. 30-2021-01193402-CU-OE-CXC**

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY UNI-CAPS, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **APRIL 1, 2020 AND ENDING ON MARCH 23, 2023, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Victor Erazo (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendant Uni-Caps, LLC (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay minimum wages; (2) failed to pay overtime; (3) failed to provide meal breaks; (4) failed to provide rest breaks; (5) failed to pay timely wages upon termination; (6) failed to provide and maintain accurate itemized wage statements; (7) failed to pay timely wages; and (8) engaged unlawful business practices. Plaintiff also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiff’s claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **April 1, 2020 to March 23, 2023** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **April 1, 2020 through March 23, 2023**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 1, 2020 to March 23, 2023 . If you are a PAGA Group Member, you will also

	receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 1, 2020 to March 23, 2023 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **April 1, 2020 to March 23, 2023** (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Victor Erazo vs. Uni-Caps, LLC*, Case No. 30-2021-01193402-CU-OE-CXC and is pending in the Superior Court of California for the County of Orange (the “Action”). Victor Erazo is the Plaintiff, and the company they sued, Uni-Caps, LLC is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. They allege that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, and unlawfully received wages, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that they and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Victor Erazo) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Randall J. Sherman issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **April 1, 2020 to March 23, 2023** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **April 1, 2020 through March 23, 2023** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees (not

to exceed (\$91,575.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$25,000.00), a Class Representative Service Award to Plaintiff Victor Erazo in the amount of (\$5,000.00) for his services, the PAGA Settlement Amount (i.e., a payment of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, [Insert Name of Settlement Administrator] (estimated not to exceed \$12,500.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid from the Maximum Settlement Amount unless the Court disallows that payment, in which case those taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Pay Periods for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Pay Periods} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that ~~20~~33% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents ~~75~~34% shall be reported as civil waiting time penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents and ~~53~~3% allocated to interest.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's *pro rata* distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Twenty-Six Thousand, Two Hundred Fifty Dollars and Zero Cents (\$26,250.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) shall be distributed to PAGA Group Members as their PAGA Payment. The “PAGA Period” is the period of time from April 1, 2020 through March 23, 2023. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$[REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$[REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other

information that supports your belief that the information set forth is incorrect. Defendant's records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal breaks; (4) failure to provide required rest breaks; (5) failure to timely pay all wages upon termination; (6) failure to provide and maintain accurate itemized wage statements; (7) failure to pay timely wages; (8) violation of California Business and Professions Code §§17200, *et seq.*, and (9) PAGA violations, based on the preceding claims against Defendant, ~~including their parent corporation(s), direct or indirect owners, affiliates (including, without limitation, Uni-Caps, LLC), subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities at any time during the Class Period~~ (the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see "The Court's Final

Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator, within thirty (30) days after the Court signs the Final Order or after any appeals of the Final Order are final.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

[An Exclusion Form is also being provided with the class notice.](#)

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 400
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$91,575.00) plus actual litigation costs and expenses (not to exceed \$25,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Victor Erazo as an Enhancement Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by [+60 days from date of mailing] and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [insert time/date] in Department CX105 of the **Orange County Superior Court, located at Civil Complex Center 751 W Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. ~~After~~At the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the

Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Victor Erazo's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department CX105 of the Orange County Superior Court, Civil Complex Center located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]
[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

**ERAZO V. UNI-CAPS, LLC
CASE NO. 30-2021-01193402-CU-OE-CXC**

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY UNI-CAPS, LLC AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **APRIL 1, 2020 AND ENDING ON MARCH 23, 2023, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Victor Erazo (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendant Uni-Caps, LLC (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to pay minimum wages; (2) failed to pay overtime; (3) failed to provide meal breaks; (4) failed to provide rest breaks; (5) failed to pay timely wages upon termination; (6) failed to provide and maintain accurate itemized wage statements; (7) failed to pay timely wages; and (8) engaged unlawful business practices. Plaintiff also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiff’s claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **April 1, 2020 to March 23, 2023** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **April 1, 2020 through March 23, 2023**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 1, 2020 to March 23, 2023 . If you are a PAGA Group Member, you will also

	receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 1, 2020 to March 23, 2023 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **April 1, 2020 to March 23, 2023** (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Victor Erazo vs. Uni-Caps, LLC*, Case No. 30-2021-01193402-CU-OE-CXC and is pending in the Superior Court of California for the County of Orange (the “Action”). Victor Erazo is the Plaintiff, and the company they sued, Uni-Caps, LLC is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. They allege that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, and unlawfully received wages, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that they and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Victor Erazo) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Randall J. Sherman issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **April 1, 2020 to March 23, 2023** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **April 1, 2020 through March 23, 2023** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees (not

to exceed (\$91,575.00), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$25,000.00), a Class Representative Service Award to Plaintiff Victor Erazo in the amount of (\$5,000.00) for his services, the PAGA Settlement Amount (i.e., a payment of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, [Insert Name of Settlement Administrator] (estimated not to exceed \$12,500.00), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid from the Maximum Settlement Amount unless the Court disallows that payment, in which case those taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Pay Periods for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Pay Periods} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 33% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents 34% shall be reported as civil waiting time penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents and 33% allocated to interest.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's *pro rata* distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Twenty-Six Thousand, Two Hundred Fifty Dollars and Zero Cents (\$26,250.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) shall be distributed to PAGA Group Members as their PAGA Payment. The “PAGA Period” is the period of time from April 1, 2020 through March 23, 2023. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Eight Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$8750.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$[REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$[REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other

information that supports your belief that the information set forth is incorrect. Defendant's records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay all minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal breaks; (4) failure to provide required rest breaks; (5) failure to timely pay all wages upon termination; (6) failure to provide and maintain accurate itemized wage statements; (7) failure to pay timely wages; (8) violation of California Business and Professions Code §§17200, *et seq.*, and (9) PAGA violations, based on the preceding claims against Defendant(the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants "final approval" of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see "The Court's Final Approval Hearing" below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator, within thirty (30) days after the Court signs the Final Order or after any appeals of the Final

Order are final.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

An Exclusion Form is also being provided with the class notice.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer, Jr.
2 Venture Plaza, Suite 400
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$91,575.00) plus actual litigation costs and expenses (not to exceed \$25,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Victor Erazo as an Enhancement Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the

Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **insert time/date** in Department CX105 of the **Orange County Superior Court, located at Civil Complex Center 751 W Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. At the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Victor Erazo's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department CX105 of the Orange County Superior Court, Civil Complex Center located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

EXHIBIT E

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

ERAZO V. UNI-CAPS, LLC

Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC~~30-2021-01207211-CU-OE-CXC~~

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN _____.

ERAZO V. UNI-CAPS, LLC ET AL., ADMINISTRATOR

(Administrator's Address)
(Administrator's Telephone Number)
(Administrator's Facsimile Number)

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**. I also understand that I will be bound by the agreement concerning PAGA claims and cannot exclude myself from the PAGA settlement. I will also receive a payment for the resolution of the PAGA claims even if I exclude myself from the class claims.

Dated: _____, 202~~4~~³.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

EXHIBIT F

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

ERAZO V. UNI-CAPS, LLC

Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE ELIGIBLE TO RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN _____.

ERAZO V. UNI-CAPS, LLC ET AL., ADMINISTRATOR

(Administrator's Address)
(Administrator's Telephone Number)
(Administrator's Facsimile Number)

I declare as follows:

I have received notice of the proposed class action settlement in this action and wish to be **excluded** from the class and **not** to participate in the proposed class action settlement. I understand this means that I will not be bound by the settlement and also **will not receive any settlement payments**. I also understand that I will be bound by the agreement concerning PAGA claims and cannot exclude myself from the PAGA settlement. I will also receive a payment for the resolution of the PAGA claims even if I exclude myself from the class claims.

Dated: _____, 2024.

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Last four digits of Social Security Number)

EXHIBIT H

ERAZO V. UNI-CAPS, LLC

Orange County Superior Court, Case No. ~~30-2021-01193402-CU-OE-CXC~~~~30-2021-01207211-CU-OE-CXC~~

WORKWEEK DISPUTE FORM

If you believe the number of Workweeks credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked on or before **[RESPONSE DEADLINE OR EXTENDED RESPONSE DEADLINE IF APPLICABLE]**. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number (*Erazo v. Uni-Caps, LLC*, Orange County Superior Court, Case No. ~~30-2021-01193402-CU-OE-CXC~~~~30-2021-01207211-CU-OE-CXC~~); and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate. Defendants' records will be presumed determinative, absent credible evidence to the contrary.

STATEMENT EXPLAINING BASIS OF DISPUTE

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Last Four of Social Security Number)

The Claims Administrator is ILYM Group, Inc.

The Claims Administrator can be contacted at:

Erazo v. Uni-Caps, LLC

c/o ILYM Group

www.ilymgroupclassaction.com

Phone: 888-250-6810

Fax: 888-845-6185

EXHIBIT G

ERAZO V. UNI-CAPS, LLC
Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC
WORKWEEK DISPUTE FORM

If you believe the number of Workweeks credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked on or before **[RESPONSE DEADLINE OR EXTENDED RESPONSE DEADLINE IF APPLICABLE]**. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number (*Erazo v. Uni-Caps, LLC*, Orange County Superior Court, Case No. 30-2021-01193402-CU-OE-CXC); and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate. Defendants' records will be presumed determinative, absent credible evidence to the contrary.

STATEMENT EXPLAINING BASIS OF DISPUTE

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Last Four of Social Security Number)

The Claims Administrator is ILYM Group, Inc.

The Claims Administrator can be contacted at:

Erazo v. Uni-Caps, LLC

c/o ILYM Group

www.ilymgroupclassaction.com

Phone: 888-250-6810

Fax: 888-845-6185
