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19 [Additional Counsel listed on following page]

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **COUNTY OF SAN BERNARDINO**

22 **SAN BERNARDINO JUSTICE CENTER**

23 MARIA OLIVARES, individually, and on
24 behalf of all other aggrieved employees,

25 PLAINTIFF,

26 v.

27 BARONHR WEST, INC., a DELAWARE
28 corporation; PLAZE, INC., doing business
as SHIELD PACKAGING OF
CALIFORNIA, a DELAWARE
corporation; and DOES 1 through 50,
inclusive,

DEFENDANTS.

Case No.: CIVSB2124719

[Assigned to Hon. David Cohn]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: August 26, 2021
Trial Date: None Set

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1 This Class Action and PAGA Settlement and Release ("Settlement Agreement") is entered
2 into by and among Plaintiff Maria Olivares ("Plaintiff"), on behalf of herself and the Class, and
3 Defendants BaronHR West, Inc. ("BaronHR") and Plaze, Inc., doing business as Shield Packaging of
4 California ("Shield Packaging") (collectively, Defendants). Plaintiff and Defendants are collectively
5 referred to herein as "Parties" and individually referred to herein as "Party."

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendants on the other hand.

10 DEFINITIONS

11 1. "Action" means *Olivares v. BaronHR West, Inc., et al.*, Superior Court of the State of
12 California for the County of San Bernardino, Case No. CIVSB2124719.

13 2. "Class" means: All non-exempt employees who were employed directly by Shield
14 Packaging or employed and placed by BaronHR to work at Shield Packaging, in the State of
15 California, at any time from August 26, 2017 through December 13, 2022.

16 3. "Class Counsel" means the Law Office of Scott Ernest Wheeler.

17 4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and
18 resolution of this Action and Class Counsel's expenses and costs incurred in connection with this
19 Action.

20 5. "Class Information" means information regarding Class Members that Defendants will
21 in good faith compile from their records and provide to the Settlement Administrator. This information
22 shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include:
23 each Class Member's full name; social security number; last known address; last known telephone
24 number; and number of Compensable Work Weeks and Compensable PAGA Work Weeks.

25 6. "Class Member" means each person who is a member of the Class defined above and
26 who is eligible to participate in this Settlement.

27 7. "Class Period" means the time period from August 26, 2017 through December 13,
28 2022.

1 8. “Class Representative Service Award” means the amount that the Court authorizes to
2 be paid to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the
3 prosecution of the Action and in return for executing a general release with Defendants.

4 9. “Compensable Work Week” or “Compensable Work Weeks” mean a reasonable
5 estimate of weeks worked by each Class Member as a non-exempt employee in California for
6 Defendants individually and collectively by all Class Members during the Class Period based on
7 Defendants’ records and used as a value to calculate Individual Settlement Payments. The number of
8 Compensable Work Weeks for each Class Member will be determined by adding all the calendar days
9 within the inclusive dates of employment for the employee and dividing that number by seven. Any
10 partial workweek will be expressed as a percentage of a full workweek. If it can be readily determined,
11 workweeks where someone was employed but did not record any hours can be excluded from this
12 calculation.

13 10. “Compensable PAGA Work Week” or “Compensable PAGA Work Weeks” means a
14 reasonable estimate of weeks worked by each PAGA Member, as a nonexempt employee in California
15 for Defendant, individually and collectively by all PAGA Members, during the period from June 19,
16 2020 through December 13, 2022, based on Defendants’ records and used as a value to calculate
17 PAGA Payments. The number of Compensable PAGA Work Weeks for each PAGA Member, will
18 be determined by adding all the calendar days within the inclusive dates of employment for the
19 employee and dividing that number by seven. Any partial workweek will be expressed as a percentage
20 of a full workweek. If it can be readily determined, workweeks where someone was employed but
21 did not record any hours can be excluded from this calculation.

22 11. “Court” means the Superior Court for the County of San Bernardino, State of
23 California.

24 12. “Defendants” means BaronHR and Shield Packaging.

25 13. “Effective Date” means the date on which the Superior Court’s Final Approval Order
26 and Judgment becomes final and Defendants fully fund the Gross Settlement Amount and Employer’s
27 share of the payroll taxes. The Superior Court’s Final Approval Order and Judgment “becomes final”
28 upon the latest of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is

1 withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if
2 there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter,
3 then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is
4 filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any
5 appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five
6 (65) calendar days following the date that the Final Approval Order and Judgment is filed by the
7 Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the
8 Settlement has been resolved finally and conclusively with no right to pursue further remedies or
9 relief.

10 14. "Final Approval Order and Judgment" means an order and judgment that the Court
11 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

12 15. "Gross Settlement Amount" means the maximum amount which Defendants are
13 obligated to pay under this Settlement Agreement, which is Three Hundred and Forty Thousand, One
14 Hundred and Fifty Dollars (\$341,500.00). Defendant BaronHR will pay One Hundred and Eighty-
15 Six Thousand and Five Hundred Dollars (\$186,500.00) of the Gross Settlement and Defendant Shield
16 Packaging will pay One Hundred and Fifty-Five Thousand Dollars (\$155,000.00) of the Gross
17 Settlement. This is an "all in" non-reversionary Settlement in which Defendants are required to pay
18 the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to
19 Defendants under any circumstances. Payments of any appropriate and lawfully-required employer's
20 share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately
21 from the Gross Settlement Amount by Defendants at the time the Gross Settlement Amount is funded.
22 BaronHR shall pay fifty-five percent (55%) and Shield Packaging shall pay forty-five percent (45%)
23 of the employer's share of the payroll taxes on the table portion of the settlement payments.

24 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
25 Amount to each Settlement Class Member.

26 17. "LWDA" means the California Labor and Workforce Development Agency.

27 18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
28 Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA

1 penalties, and Settlement Administration Costs.

2 19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form
3 attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA
4 Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement
5 process, and each Class Member's estimated Individual Settlement Payment. Notice of Class
6 Settlement will be provided to the Class in English and Spanish.

7 20. "Operative Complaint" means the First Amended Class Action Complaint,
8 substantially in the form attached as **Exhibit 2**, which the Parties stipulate to the filing thereof for
9 purposes of administering the Settlement contemplated under this Agreement.

10 21. "Objection" means a letter or other written communication submitted by a Class
11 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
12 or she is objecting to any of the terms of the Settlement.

13 22. "PAGA Member" or "PAGA Members" means any Class Member who was employed
14 or has been employed by Defendants at any time during the time period of May 19, 2020 through
15 December 13, 2022.

16 23. "Parties" means Plaintiff and Defendants, collectively, and "Party" means either
17 Plaintiff or Defendants, individually.

18 24. "Payment Ratio" means the respective Compensable Work Weeks for each Settlement
19 Class Member divided by the total Compensable Work Weeks for all Settlement Class Members.

20 25. "PAGA Payment Ratio" means the respective Compensable PAGA Work Weeks for
21 each PAGA Member divided by the total Compensable PAGA Work Weeks for all PAGA Members.

22 26. "PAGA Period" means the time period from May 19, 2020, through December 13,
23 2022.

24 27. "Plaintiff" refers to Maria Olivares.

25 28. "Preliminary Approval Date" means the date upon which the Court files an order
26 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
27 Settlement.

28

1 29. “Request for Exclusion” means a letter or other written communication submitted by
2 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
3 that he or she is electing to be excluded from the Settlement.

4 30. “Released Claims by Plaintiff” is set forth in paragraph 47 below. Plaintiff releases
5 the “Released Claims by Plaintiff” as of the Effective Date of this Settlement.

6 31. “Released Claims by Settlement Class Members” means: As of the Effective Date,
7 Settlement Class Members shall fully and finally release and discharge Released Parties, from August
8 26, 2017 through December 13, 2022, from any and all claims, debts, liabilities, demands, obligations,
9 guarantees, costs, expenses, attorneys’ fees, damages, or causes of action contingent or accrued for,
10 that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the
11 Operative Complaint, including any claims for: (a) failure to provide required meal periods, California
12 Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods, California Labor Code
13 §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor Code §§ 510, 1194 and 1198;
14 (d) failure to pay minimum wages, California Labor Code §§ 1194 and 1197; (e) failure to timely pay
15 all wages during employment and to discharged and quitting employees, California Labor Code §§
16 201-204, 210; (f) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226
17 and 226.3; (g) failure to maintain required records, California Labor Code §§ 226, 1174; (h) failure to
18 provide supplement COVID-19 sick leave pursuant to California Labor Code §§ 248.1, 248.2 and
19 248.6; and (i) unlawful business practices under California, Business and Professions Code §17200,
20 et seq., as predicated on any of the violations of the California Labor Code and the applicable IWC
21 Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution
22 and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties,
23 or other amounts claimed on account of the allegations or the primary rights asserted in the Operative
24 Complaint. This release shall apply to any and all claims arising at any point during the Class Period.
25 Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all
26 Participating Class Members will forever completely release and discharge the Released Parties from
27 the Released Claims for the Release Period. This release excludes the release of claims not otherwise
28 permitted by law, i.e., Worker’s Compensation and unemployment insurance benefits.

1 32. “Released Parties” collectively mean: (i) Defendants; (ii) Defendants’ respective past,
2 present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and
3 assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members,
4 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

5 33. “Response Deadline” means forty-five (45) days after the postmark date of the Notice
6 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
7 on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the
8 Settlement; or (c) dispute workweeks attributable to them.

9 34. “Settled PAGA Claims” means penalties only under the Private Attorneys General Act
10 (“PAGA”), based upon the Released Claims by Plaintiff and the State of California that serves the
11 basis for penalties only pursuant to Labor Code § 2699 *et seq.*, for the following: (a) failure to provide
12 required meal periods, California Labor Code §§ 226.7, 510 and 512 and all applicable Industrial
13 Welfare Commission Wage Orders; (b) failure to provide required rest periods, California Labor Code
14 §§ 226.7 and 512 and all applicable Industrial Welfare Commission Wage Orders; (c) failure to pay
15 overtime wages, California Labor Code §§ 510, 1194 and 1198 and all applicable Industrial Welfare
16 Commission Wage Orders; (d) failure to timely pay all wages due during employment and to
17 discharged and quitting employees, California Labor Code §§ 201-204, 210 and all applicable
18 Industrial Welfare Commission Wage Orders; (e) failure to furnish accurate, itemized wage
19 statements, California Labor Code §§ 226 and 226.3 and all applicable Industrial Welfare Commission
20 Wage Orders; (f) failure to maintain required records, California Labor Code §§ 226, 1174, and
21 1174.5; (g) failure to provide supplemental COVID-19 sick leave pursuant to California Labor Code
22 §§ 246, 248.1, 248.2, 248.3 and 248.6; predicated on the violations of the California Labor Code, all
23 applicable Industrial Welfare Commission Wage Orders; and primary rights alleged in Plaintiff’s
24 Operative Complaint and in Plaintiff’s PAGA Notice dated June 21, 2021.

25 35. “Settlement” means the disposition of the Action pursuant to this Agreement.

26 36. “Settlement Administration Costs” means the amount to be paid to the Settlement
27 Administrator from the Gross Settlement Amount for the administration of this Settlement.

28 37. “Settlement Administrator” means Phoenix Settlement Administrators (“Phoenix”).

1 The Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish and
2 Mandarin translations of the Notice of Class Settlement; printing and mailing the Notice of Class
3 Settlement to the Class in English and Spanish; (b) receiving and reporting the Requests for Exclusion
4 and Objections submitted by Class Members; (c) providing declaration(s) as necessary in support of
5 preliminary and/or final approval of this Settlement; (d) processing and mailing payments to Plaintiff,
6 Class Counsel, the LWDA, and Settlement Class Members; and (e) any other tasks as the Parties
7 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
8 Administrator shall keep the Parties timely apprised of the performance of all Settlement
9 Administrator responsibilities. The Parties agree that they have no financial interest or other
10 relationship with Phoenix that could create a conflict of interest. Should a conflict of interest or other
11 issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and
12 confer as to a suitable replacement.

13 38. "Settlement Class" or "Settlement Class Members" means all Class Members who
14 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

15 RECITALS

16 39. Procedural History. On August 26, 2021, Plaintiff filed a complaint against
17 Defendants in San Bernardino Superior Court, Case No. CIVSB2124719. On November 4, 2021,
18 Shield Packaging filed their Notice of General Appearance. On November 5, 2021, BaronHR filed
19 and Answer to Plaintiff's Complaint.

20 40. Investigation and Discovery. The Parties have conducted significant investigation of
21 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
22 discovery and investigation included, *inter alia*, the exchange of information and extensive documents
23 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
24 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
25 law as applied to the facts of Plaintiff's claims and Defendants' potential defenses thereto.

26 41. Mediation. The Parties participated in a private mediation session with the highly
27 experienced mediator, Tripper Ortman, Esq., on December 13, 2022. After a full day of mediation,
28 the parties were unable to resolve the matter. Mr. Ortman made a "Mediator's Proposal" regarding

1 the material terms for a proposed class action and PAGA settlement that would fully resolve this
2 matter that was not accepted within the deadline of the proposal. After some consideration and further
3 discussions, the Parties accepted the terms of the Mediator's Proposal.

4 42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
5 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
6 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
7 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
8 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
9 Action, both generally and in response to Defendants' defenses thereto, and the difficulties in
10 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
11 Defendants' agreement to enter into a settlement that confers substantial relief upon the members of
12 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
13 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
14 best interests of the Class.

15 43. Benefits of Settlement to Defendants. Defendants have concluded that any further
16 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
17 Defendants' time, energy, and resources have been and, unless this Settlement is completed, will
18 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken
19 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
20 though Defendants continue to contend that they are not liable for any of the claims alleged by Plaintiff
21 in this Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set
22 forth in this Settlement Agreement to put to rest the claims in this Action.

23 **STIPULATION AND AGREEMENT**

24 44. NOW THEREFORE, in consideration of the mutual covenants, promises, and
25 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

26 45. It is agreed by and among Plaintiff and Defendants that this Settlement shall bind the
27 Plaintiff, Settlement Class Members, and Defendants, subject to the terms and conditions hereof.

28 46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,

1 the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
2 “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
3 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
4 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
5 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
6 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
7 own, independent legal and tax counsel for advice (including tax advice) in connection with this
8 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
9 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
10 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
11 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
12 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
13 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
14 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
15 contemplated by this Agreement.

16 47. Released Claims by Plaintiff. As of the Effective Date, Plaintiff, as a Class Member,
17 agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph 31
18 above. In addition to Release of Claims by Settlement Class Members and as a material inducement
19 to Defendants to enter into this Settlement Agreement, Plaintiff does hereby, for herself and for her
20 spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
21 conservators, guardians, personal representatives, and assigns, forever and completely release and
22 discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
23 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
24 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
25 damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever, from the
26 beginning of time through the execution of this Settlement Agreement, whether known or unknown,
27 suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating
28 to Plaintiff’s employment with or work for Defendants or the remuneration for or termination of such

1 employment. Without limiting the generality of the foregoing, Plaintiff expressly releases all claims
2 arising under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203,
3 204, 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 246,
4 248.1, 248.2, 248.3, 248.6, 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2,
5 1198, 1199, 2698 *et seq.*, 2699, and 2810.5, and 2802); the Wage Orders of the California Industrial
6 Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California
7 Business and Professions Code section 17200 *et seq.*; the California Civil Code, to include, but not
8 limited to, section 3336 and 3294; the California common law of contract; the Fair Labor Standards
9 Act, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security
10 Act, 29 U.S.C. § 1001, *et seq.* Plaintiff’s Released Claims also include all claims for lost wages and
11 benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs arising under
12 federal, state, or local laws for discrimination, harassment, and wrongful termination, such as by way
13 of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the
14 Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair
15 Employment and Housing Act; and the law of contract and tort. This release excludes the release of
16 claims not permitted by law. As to the Plaintiff’s Released Claims only, Plaintiff expressly waives
17 all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542
18 reads as follows:

19 **A general release does not extend to claims that the creditor or releasing party does**
20 **not know or suspect to exist in his or her favor at the time of executing the release**
21 **and that, if known by him or her, would have materially affected his or her**
22 **settlement with the debtor or releasing party.**

23 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
24 and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge
25 that this Settlement Agreement is intended to include in its effect, without limitation, all claims that
26 Plaintiff knew of, as well as all claims that they do not know or suspect to exist in their favor against
27 the Released Parties, or any of them, for the time period from the beginning of time to the execution
28 of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment
of any such claims. Plaintiff and Plaintiff’s Counsel do not currently intend to pursue any claims

1 against Defendants, including, but not limited to, any and all claims relating to or arising from
2 Plaintiff's employment with Defendants, and that Plaintiff's Counsel is not currently aware of any
3 facts or legal theories upon which any claims or causes of action could be brought against
4 Defendants, except for those facts or legal theories alleged in the Operative Complaint in this
5 Action.

6 48. Class Certification. For settlement purposes only, Defendants will stipulate that the
7 Settlement Class Members described herein who do not request exclusion from the Settlement Class
8 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
9 admission that class action certification is proper and shall not be admissible in this or in any other
10 action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final
11 Approval for any reason, the Parties' stipulation to class certification as part of the Settlement
12 Agreement shall become null and void ab initio and shall have no bearing on any other civil, criminal,
13 or administrative action against Defendants or any of the other Released Parties, including any
14 proceeding regarding whether a class action should be certified or whether Defendants are liable to
15 Plaintiff or any Class Member, and remains protected by California Evidence Code Section 1152 and
16 shall not be admissible in connection with, the issue of whether or not certification would be
17 appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that
18 Defendants will continue to oppose class certification and contest the substantive merits of the case
19 should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights and declares that
20 she will continue to pursue class certification and a trial should the Court fail to grant Final Approval.

21 49. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
22 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
23 have this matter presented to the Court for preliminary and final approval.

24 50. Release of Claims by Settlement Class Members. Settlement Class Members release
25 the "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

26 51. Release of Settled PAGA Claims. PAGA Members release the "Settled PAGA
27 Claims," as defined, as of the Effective Date.

28 52. Settlement Administration. Within thirty (30) calendar days after the Preliminary

1 Approval Date, Defendants shall provide the Settlement Administrator with the Class Information.

2 53. Notice to the Class. Upon receipt of the Class Information, the Settlement
3 Administrator will perform a search based on the National Change of Address Database to update and
4 correct any known or identifiable address changes. Within fourteen (14) calendar days after receiving
5 the Class Information, the Settlement Administrator shall mail copies of the Notice of Class
6 Settlement to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall
7 exercise its best judgment to determine the current mailing address for each Class Member. The
8 address identified by the Settlement Administrator as the current mailing address shall be presumed
9 to be the best mailing address for each Class Member.

10 a. Undeliverable Notices. Any Notice of Class Settlement returned to the
11 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to
12 the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of
13 Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator
14 will conduct its investigation for an updated address of the Class Member and re-mail the Notice of
15 Class Action Settlement. If an updated address is found, the Settlement Administrator shall have
16 seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the undelivered
17 envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the
18 extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement
19 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement to:
20 (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement. If these procedures
21 are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended
22 recipient of the Notice of Class Settlement does not receive the Notice of Class Settlement, the
23 intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the
24 Settlement and the Judgment.

25 b. Determination of Individual Settlement Payments. The Settlement
26 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
27 Payment under the terms of this Agreement. The Settlement Administrator's determination of the
28 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class

1 Member and the Parties, yet subject to review by Plaintiff's Counsel, Defense Counsel, and the Court.

2 In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

3 c. Disputes Regarding Individual Settlement Payments. Class Members will have
4 the opportunity, should they disagree with Defendants' records regarding the dates of employment
5 stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show
6 contrary information by the Response Deadline. The dispute form must: (a) contain the full name,
7 address, and telephone number of the Class Member, and the last four digits of the Class Member's
8 social security number or full employee ID number; (b) contain the case name and case number; (c) a
9 clear statement by the Class Member that he or she is disputing the number of Compensable
10 Workweeks and/or Compensable PAGA Work Weeks and the basis for the dispute; (d) any
11 documentation demonstrating that the number of Compensable Workweeks and/or Compensable
12 PAGA Work Weeks listed in the Notice of Class Settlement is incorrect; (e) be signed by the Class
13 Member; and (f) be postmarked by the Response Deadline. The date of the postmark on the return
14 mailing envelope on the dispute form shall be the exclusive means used to determine whether it has
15 been timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties
16 to determine whether an adjustment is warranted. In addition to U.S. Mail, a Class Member may also
17 submit a dispute form by facsimile or email to the Settlement Administrator within the Response
18 Deadline. The Settlement Administrator shall then determine the eligibility for, and the amounts of,
19 any Individual Settlement Payments under the terms of this Agreement. In the absence of
20 circumstances indicating fraud, manipulation or destruction, Defendants' records shall be given a
21 rebuttable presumption of accuracy.

22 d. Request for Exclusion. Class Members who wish to exclude themselves from
23 the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response
24 Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number
25 of the Class Member, and the last four digits of the Class Member's social security number or full
26 employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class
27 Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
28 Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the

1 postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall
2 be the exclusive means used to determine whether it has been timely submitted. In addition to U.S.
3 Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement
4 Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively
5 invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can
6 ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any
7 Class Member who requests to be excluded from the Settlement Class shall not be entitled to any
8 recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right
9 to object, appeal or comment thereon except as to any distribution based upon PAGA penalties.
10 PAGA Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be
11 released even if the Class Member submits a timely Request for Exclusion. Class Members who fail
12 to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
13 by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

14 e. Objections. Class Members who wish to object to the Settlement can either
15 mail or send by facsimile or email to the Settlement Administrator a written Objection by the Response
16 Deadline. The Objection should: (a) contain the full name, address, and telephone number of the Class
17 Member, and the last four digits of the Class Member's social security number; (b) contain the case
18 name and case number; (c) the dates of employment of the Class Member; (d) be signed by the Class
19 Member; (e) provide a short and concise statement for the reasons supporting the objection; and (f)
20 be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope
21 on the Objection shall be the exclusive means used to determine whether the Objection has been timely
22 submitted. Class Members who submit a timely Objection will have a right to appear at the final
23 approval hearing in order to have their Objection heard by the Court. At no time shall any of the
24 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections to
25 the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel shall not
26 represent any Class Members with respect to any such Objections. The Settlement Administrator will
27 provide the Parties with any Objection within five (5) calendar days of receipt of the Objection.
28 Plaintiff will file any and all Objections with the Court in advance of the Final Approval Hearing.

1 Oral or written Objections may also be made at the Final Approval hearing without a written objection
2 being submitted, but only with the Court's express permission. If the Court rejects the objection, the
3 individual will be bound by the terms of the Settlement.

4 f. If greater than five percent (5%) of the Class Members opt out or object to this
5 Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is
6 five percent (5%) or more, Defendants will have the right to rescind and terminate the Settlement
7 without prejudice to its pre-settlement positions and defenses in the litigation. In such a case, the
8 Parties and any funds to be awarded shall be returned to their respective statuses as of the date and
9 time immediately prior to the execution of this Agreement.

10 g. Except for those Settlement Class Members who exclude themselves in
11 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members
12 will: (i) be deemed to be Participating Class Members for all purposes under this Settlement
13 Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the
14 Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
15 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
16 of the Settlement.

17 h. The Parties have the right to monitor and review the administration of the
18 Settlement to verify that the monies allocated under the Settlement are distributed in the correct
19 amount, as provided for in this Stipulation.

20 54. Funding Gross Settlement Amount. By February 14, 2024, BaronHR shall wire
21 transfer, its share of the Gross Settlement Amount, or approximately \$186,500 and Shield Packaging
22 shall wire transfer \$155,000 of the Gross Settlement and their respective shares of the payroll taxes to
23 the Settlement Administrator

24 55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
25 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
26 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
27 last known mailing address.

28

1 a. The Settlement Administrator shall calculate the total Compensable Work
2 Weeks and Compensable PAGA Work Weeks for all Settlement Class Members based on the Class
3 Information provided by Defendants. The respective Compensable Work Weeks for each Settlement
4 Class Member will be divided by the total Compensable Work Weeks for all Settlement Class
5 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will
6 apply to determining the Payment Ratio for Compensable PAGA Work Weeks. Each Settlement Class
7 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or
8 her Individual Settlement Payment.

9 b. Individual Settlement Payments due to each Settlement Class Member shall be
10 designated as follows:

11 1. Thirty-Three and One-Third Percent (33⅓%) of the Individual
12 Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject
13 to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or
14 contributions will be deducted from the amount paid to Settlement Class Members. The Settlement
15 Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.
16 The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes
17 and shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing
18 authorities in a timely manner.

19 2. Thirty-Three and One-Third Percent (33⅓%) of the Individual
20 Settlement Payment shall represent payment of all penalties. These payments will not be subject to
21 withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form
22 1099 to each Settlement Class Member in relation to these payments.

23 3. Thirty-Three and One-Third Percent (33⅓%) of the Individual
24 Settlement Payment shall represent payment of all interest. These payments will not be subject to
25 withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form
26 1099 to each Settlement Class Member in relation to these payments.

27 (a). Class Members with Missing/Unverifiable Social Security
28

1 Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual
2 Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue
3 Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all
4 necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable
5 IRS regulations on issuing 1099's without a social security number or tax entity identification number,
6 and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross
7 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
8 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
9 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
10 least 30 days between the two contacts.

11 c. Uncashed Settlement Checks. Individual Settlement Payment checks shall
12 remain negotiable for one hundred and eighty (180) days from the postmark date of issuance. If the
13 Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the
14 check will be voided, and the funds associated with any such voided checks shall be distributed to the
15 State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class
16 Member. The Release will be binding upon all Participating Class Members, including those who do
17 not cash their checks within the 180-day period. The Parties agree that this disposition results in no
18 "unpaid cash residue," or "unclaimed or abandoned funds" as the entire Net Settlement Amount will
19 be paid out to the Participating Class Members, whether or not they all cash their payment checks.

20 d. Certification By Settlement Administrator. The Parties have the right to
21 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
22 Administrator concerning the administration of the Settlement will be resolved by the Court, under
23 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
24 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
25 completion of administration of the Settlement, the Settlement Administrator shall provide written
26 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
27 necessary.

28

1 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
2 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
3 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
4 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
5 Settlement Class Member to additional compensation or benefits under any company compensation
6 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
7 any Settlement Class Member to any increased pension and/or retirement, or other deferred
8 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
9 provided for in this Agreement are the sole payments to be made by Defendants to the Settlement
10 Class Members in connection with this Settlement, and that the Settlement Class Members are not
11 entitled to any new or additional compensation or benefits as a result of having received the Individual
12 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
13 compensation plan document that might have been in effect during the period covered by this
14 Settlement).

15 f. Class Representative Service Award. Defendants agree not to oppose or object
16 to a Class Representative Service Award to Plaintiff of up to Six Thousand Dollars (\$6,000.00),
17 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
18 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
19 and legally responsible to pay any and all applicable taxes on his Class Representative Service Award
20 and shall hold harmless Defendants and Class Counsel from any claim or liability for taxes, penalties,
21 or interest arising as a result of the Class Representative Service Award payment. The Class
22 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This
23 Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award
24 in any amount, and any amount requested by Plaintiff for the Class Representative Service Award that
25 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
26 Class Members as provided in this Amended Agreement.

27 g. Class Counsel Award. Defendants agree not to oppose or object to any
28 application or motion by Class Counsel for attorneys' fees not to exceed one-third of the Gross

1 Settlement Amount, which is equivalent to One Hundred and Thirteen Thousand and Seven Hundred
2 and Twenty Dollars (\$113,720.00). Defendants further agree not to oppose any application or motion
3 by Class Counsel for the reimbursement of any costs or expenses associated with Class Counsel's
4 prosecution of this matter from the Gross Settlement Amount not to exceed Twenty Thousand Dollars
5 (\$20,000.00). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
6 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
7 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not
8 contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs.
9 Any amount requested by Class Counsel for the Class Counsel Award and costs that is not granted by
10 the Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members
11 as provided in this Agreement.

12 h. Settlement Administration Costs. The Settlement Administrator shall be paid
13 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
14 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
15 Twenty Thousand Dollars (\$18,500.00). Prior to the filing of a motion for final approval of this
16 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the costs
17 of administration.

18 i. PAGA Payment. Fifty Thousand Dollars (\$50,000.00) from the Gross
19 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
20 Seventy-five percent (75%) of that amount, equivalent to \$37,500, will be paid to the LWDA and
21 twenty-five percent (25%) of that amount, equivalent to \$12,500, will be paid to the PAGA Members
22 based upon Compensable PAGA Work Weeks as determined by the PAGA Payment Ratio as set forth
23 in Paragraph 25. This PAGA Payment is made pursuant to California Labor Code § 2699(i).

24 56. Tax Liability: Class Counsel and Defendants make no representation as to the tax
25 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
26 Members are not relying on any statement or representation by Class Counsel or Defendants in this
27 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
28 responsible for the payment of any taxes and penalties assessed on their respective payments described

herein. Plaintiff and Participating Class Members shall hold the Parties, Plaintiff's Counsel, and Defense Counsel free and harmless from and against any claims resulting from the treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may be modified in a manner to bring the Parties into compliance with any such changes.

57. Distribution of Settlement Payments. Individual Settlement Payments to Settlement Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be distributed by the Settlement Administrator within fourteen (14) calendar days of receipt of the two payments of the Gross Settlement Amount from Defendants. Prior to the distribution of Individual Settlement Payments to the Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class and PAGA Members' addresses using the National Change of Address Database.

58. Work Week Differential. It is currently estimated that there were 1,100 Class Members. If it is determined by Plaintiff's counsel and confirmed by the Settlement Administrator that more than 1,100 (5% more than 1,155) Class Members are identified up to the date that Plaintiff files the Motion for preliminary approval, the Gross Settlement Amount will be increased on a pro rata basis, i.e., if the actual number of Class Members is 5% higher than 1,100, at the time of preliminary approval, the Gross Settlement Amount will be increased on a pro rata basis according to the number of additional compensable workweeks/pay periods worked by all Class Members in excess of 1,155 (5%) with respect to the total number of workweeks/pay periods worked by the entire Class.

1 59. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
2 the Response Deadline, a final approval hearing shall be conducted to determine, inter alia, final
3 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
4 the Class Counsel Award; (c) the Class Representative Service Awards; (d) PAGA Payment; and (e)
5 the Settlement Administration Costs.

6 60. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
7 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
8 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d)
9 the Settlement does not become final for any other reason; or (e) the Court fails or refuses to approve
10 any material condition of this Settlement Agreement which effects a fundamental change of the
11 Settlement Agreement, this entire Settlement Agreement shall be null and void and unenforceable as
12 to all Parties herein at the option of any Party but remains protected by California Evidence Code
13 Section 1152, and any order or judgment entered by the Court in furtherance of this Settlement shall
14 be treated as void from the beginning. In such cases, the Parties and any funds to be awarded under
15 this Settlement shall be returned to their respective statuses as of the date and time immediately prior
16 to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement
17 had not been executed, except that any fees already incurred by the Settlement Administrator shall be
18 paid by Defendants. Further, if the Settlement Agreement is voided or fails for any reason, Plaintiff
19 and Defendants will have no further obligations under the Settlement Agreement, including any
20 obligation by Defendants to pay the Settlement Amount, or any amounts that otherwise would have
21 been owed under this Settlement Agreement. In the event an appeal is filed from the Court's Final
22 Approval Order and Judgment, or any other appellate review is sought, administration of the
23 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
24 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
25 the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the
26 Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days
27 of said notification.

28 61. No Admission by Defendants. Defendants deny any and all claims alleged in this

1 Action and deny all wrongdoing whatsoever. This Settlement Agreement is not a concession or
2 admission and shall not be used against Defendants as an admission or indication with respect to any
3 claim of any fault, concession, or omission by any Defendants.

4 62. No Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the
5 settlement, including the Memorandum of Understanding, the fact of the Settlement, its terms or
6 contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly,
7 to any person or entity, except Class Members and as shall be contractually required to effectuate the
8 terms of the Settlement as set forth herein. For the avoidance of doubt, this section means Plaintiff
9 and Class Counsel will not issue press releases, communicate with, or respond to any media or
10 publication entities, publish information in manner or form, whether printed or electronic, on any
11 medium or otherwise communicate, whether by print, video, recording or any other medium, with any
12 person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents
13 and the negotiations underlying the Settlement, except as shall be contractually required to effectuate
14 the terms of the Settlement as set forth herein. However, for the limited purpose of allowing Class
15 Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of
16 the Parties in this action and the venue/case number of this action (but not any other settlement details)
17 for such purposes.

18 63. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
19 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
20 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
21 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
22 constitute a part of this Agreement.

23 64. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
24 except such proceedings necessary to implement and complete the Settlement, holding the Action in
25 abeyance pending the final approval hearing to be conducted by the Court.

26 65. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
27 interpretation, calculation, or payment of Settlement claims, or other disputes regarding compliance
28 with this Agreement shall be resolved as follows:

1 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
2 Member, or Defendants' Counsel, on behalf of Defendants, at any time believe that the other Party
3 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of
4 the alleged violation.

5 b. Upon receiving notice of the alleged violation or dispute, the responding Party
6 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
7 with the reasons why the Party disputes all or part of the allegation.

8 c. If the response does not address the alleged violation to the initiating Party's
9 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
10 differences.

11 d. If Class Counsel and Defendants' Counsel are unable to resolve their
12 differences after twenty (20) calendar days, either Party shall first contact the mediator (Tripper
13 Ortman, Esq.) to try to resolve the dispute. If that proves unsuccessful, the party may file an
14 appropriate motion for enforcement with the Court.

15 66. Notice. Unless otherwise specifically provided herein, all notices, demands or other
16 communications given hereunder shall be in writing and shall be deemed to have been duly given as
17 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
18 mail, return receipt requested, addressed:

19 To the Settlement Class:

20 LAW OFFICE OF SCOTT ERNEST WHEELER
21 Scott Ernest Wheeler
22 Justin A. Wheeler
23 250 West First Street, Suite 216
24 Claremont, California 91711
25 Telephone: (909) 621-4988
26 Facsimile: (909) 621-4622
27 Email: sew@scottwheelerlawoffice.com
28 jaw@scottwheelerlawoffice.com

26 To Defendants:

27 BARONHR LLC
28 Eric Welch
 8101 E. Kaiser Boulevard, Suite 110

Anaheim, California 92808
Telephone Number: (714) 860-7800
Email: eric@baronhr.com

Attorney for Defendant, BaronHR West, Inc.

LITTLER MENDELSON P.C.
Gregory G. Iskander
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597
Telephone Number: (925) 932-2468
Facsimile: (925) 946-9809
Email: giskander@littler.com

Tracy Williams
18565 Jamboree Road, Suite 800
Irvine, California 92612-2535
Telephone Number: (949) 705-3000
Facsimile: (949) 242-2946
Email: trwilliams@littler.com

Attorneys for Defendant, Plaze, Inc.

67. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties and approved by the Court.

68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such

1 disagreement. The persons signing this Agreement on behalf of Defendants represent and warrant that
2 they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants
3 that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a
4 claim, covered by this Settlement to a third party.

5 70. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
6 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 71. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
8 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
9 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
10 or rights released and discharged by this Settlement Agreement.

11 72. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
12 Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,
13 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
14 part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into
15 this Settlement Agreement with the intention of avoiding further disputes and litigation with the
16 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it,
17 along with all related documents such as the notices, and motions for preliminary and final approval,
18 shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
19 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
20 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part
21 of this Settlement Agreement is for settlement purposes only, and if for any reason, the Settlement is
22 not approved, the stipulation will be of no force or effect.

23 73. California Law Applies. All terms of this Settlement Agreement and the Exhibits
24 hereto shall be governed by and interpreted according to the laws of the State of California.

25 74. Counterparts. This Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
27 instrument.

28 75. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement

1 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
2 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

3 76. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,
4 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
5 of the terms of this Settlement Agreement and all orders and judgments entered in connection
6 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
7 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders
8 and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to
9 approval by the Court.

10 77. Construction. The Parties hereto agree that the terms and conditions of this Settlement
11 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that
12 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
13 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
14 and Defendants expressly waive the common-law and statutory rule of construction that ambiguities
15 should be construed against the drafter of an agreement and further agree, covenant, and represent that
16 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
17 according to its fair meaning.

18 78. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
19 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
20 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
21 contractual and not merely a recital.

22 79. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
23 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
24 successors and assigns.

25 80. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because
26 the members of the Settlement Class are numerous, it is impossible or impractical to have each
27 Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement
28 Class Members of the binding nature of the release provided herein and such Release shall have the

1 same force and effect as if this Settlement Agreement were executed by each Settlement Class
2 Member.

3 81. Voluntary Agreement. The Parties acknowledge that they have entered into this
4 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
5 or undue influence of any Party, and not in reliance on any promises, representations, or statements
6 made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties
7 hereto expressly waives any right they might ever have to claim that this Settlement Agreement was
8 in any way induced by fraud.

9 82. Opportunity to Consult with Counsel. Prior to the execution of this Settlement
10 Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity
11 to consult with independent counsel of their choosing and to have such independent counsel advise as
12 to the meaning of this Settlement Agreement and its legal effect.

13 83. Counterparts. This Settlement Agreement may be executed in counterparts, and when
14 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed
15 an original, and, when taken together with other signed counterparts, shall constitute one fully-signed
16 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
17 signatures shall have the same force and effect as an original.

18 84. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible and consistent with applicable precedents so as to define all provisions of this Agreement as
21 valid and enforceable.

22 Dated: 5/3/2023
23 _____

By: _____
Maria Olivares

DocuSigned by:
Maria Olivares
E2F89F36FFBE497...

BaronHR West, Inc.

25
26 Dated: April 20, 2023
27 _____

By: _____
Eric M. Wehl

Title: President of Legal Affairs

1 same force and effect as if this Settlement Agreement were executed by each Settlement Class
2 Member.

3 81. Voluntary Agreement. The Parties acknowledge that they have entered into this
4 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
5 or undue influence of any Party, and not in reliance on any promises, representations, or statements
6 made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties
7 hereto expressly waives any right they might ever have to claim that this Settlement Agreement was
8 in any way induced by fraud.

9 82. Opportunity to Consult with Counsel. Prior to the execution of this Settlement
10 Agreement, each Party has read this entire Settlement Agreement and has been given the opportunity
11 to consult with independent counsel of their choosing and to have such independent counsel advise as
12 to the meaning of this Settlement Agreement and its legal effect.

13 83. Counterparts. This Settlement Agreement may be executed in counterparts, and when
14 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed
15 an original, and, when taken together with other signed counterparts, shall constitute one fully-signed
16 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
17 signatures shall have the same force and effect as an original.

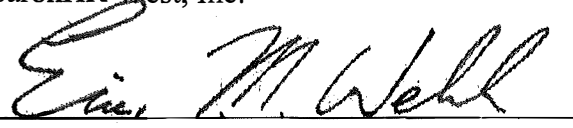
18 84. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible and consistent with applicable precedents so as to define all provisions of this Agreement as
21 valid and enforceable.

22 Dated: _____
23

By: _____
Maria Olivares

BaronHR West, Inc.

24
25
26 Dated: April 20, 2023

By:  _____

Title: President of Legal Affairs

Plaze, Inc. DBA Shield Packaging Of
California

Dated: _____

By: _____

Title: _____

APPROVED AS TO FORM:

DATED: April ___, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER

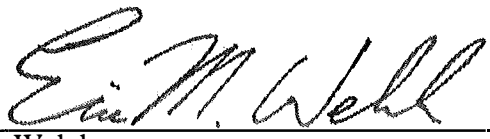
By: _____

Scott Ernest Wheeler
Justin A. Wheeler

*Attorneys for Plaintiff Maria Olivares and the Putative
Class*

DATED: April 20, 2023

BARONHR LLC

By:  _____

Eric Welch

Attorneys for Defendant, BaronHR West, Inc.

DATED: April ___, 2023

LAW OFFICE OF MARC E. GROSSMAN

By: _____

Gregory G. Iskander
Tracy Williams

*Attorneys for Defendant, Plaze, Inc. DBA Shield
Packaging Of California*

Plaze, Inc. DBA Shield Packaging Of
California (n/k/a PLZ Corp.)

Dated: April 25, 2023

By: Justina S. Nolas

Title: SVP, General Counsel - PLZ Corp.

APPROVED AS TO FORM:

DATED: April __, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER

By: Scott Ernest Wheeler
Justin A. Wheeler

*Attorneys for Plaintiff Maria Olivares and the Putative
Class*

DATED: April 20, 2023

BARONHR LLC

By: Eric M. Welch
Eric Welch

Attorneys for Defendant, BaronHR West, Inc.

DATED: April 25, 2023

~~LAW OFFICE OF MARCE GROSSMAN~~
LITTLER MENDELSON, P.C.

By: Gregory G. Iskander
Tracy Williams

*Attorneys for Defendant, Plaze, Inc. DBA Shield
Packaging Of California*

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

MARIA OLIVARES V. BARONHR WEST, INC., PLAZE, INC. DBA SHIELD PACKAGING OF CALIFORNIA, ET. AL.

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN BERNARDINO, CASE NO. CIVSB2124719

PLEASE READ THIS NOTICE

A class and representative action under the Private Attorneys General Act, California Labor Code sections 2699-2699.5. ("PAGA") against Defendants BaronHR West, Inc. ("BaronHR") and Plaze, Inc., doing business as, Shield Packaging of California ("Shield Packaging") (collectively "Defendants") has been preliminarily approved for settlement. In the lawsuit, Plaintiff, Maria Olivares ("Plaintiff") alleged that Defendants failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to provide accurate wage statements, failed to timely pay all wages owed during employment and upon termination, failed to maintain accurate payroll records, failed to provide for supplemental COVID-19 sick leave, in addition to a claim for penalties pursuant to Labor Code sections 2699-2699.5 ("PAGA"). Defendants deny Plaintiff's allegations and contends that they complied with applicable law.

Class Member(s) are defined as: All non-exempt employees who were employed directly by Shield Packaging or employed and placed by BaronHR to work at Shield Packaging, in the State of California, at any time from August 26, 2017, through December 13, 2022. ("Class Period" and collectively, the Class Members are referred to as the "Class").

You may also qualify as a PAGA Member. "PAGA Member" or "PAGA Members" means any Class Member who was employed or has been employed by Defendants at any time during the time period of May 19, 2020 through December 13, 2022 ("PAGA Period").

You have been identified by Defendants' records as a Class Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement And Release ("Settlement"), preliminarily approved by the Court. Please read this notice carefully. It may affect your legal rights. Defendants will not retaliate against you for any actions you take with respect to the settlement.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to remain in the Class, be bound by the Settlement and receive your Individual Settlement Payment, and if eligible, PAGA Payment , then you need not do anything.
Exclude Yourself From the Settlement	If you do not want to be bound by the Settlement, you must follow the instructions in Section 6 to exclude yourself. If you exclude yourself, you will not receive your Individual Settlement Payment, and you will not release the Settled Claims against Released Parties defined in Section 4 below. If this Settlement is approved by the Court, and you are a PAGA Member, you will receive your PAGA payment and the Settled PAGA Claims will be released even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the Settlement, you must follow the instructions in Section 7. If you object, you will still be bound by the terms of the Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendants' records reflect that you are a Class Member as defined above. This Notice provides you with information about (1) the terms of the Settlement, including the claims that are being released, (2) the total monetary amount of the Settlement, (3) your estimated Individual Settlement Payment provided you remain a Settlement Class Member, and (4) where to find additional information regarding the case and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you do nothing, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

2. WHAT IS THIS CASE ABOUT?

The Class Action Complaint for Damages was filed on August 26, 2021, in the Superior Court of California, County of San Bernardino, commencing the lawsuit entitled *Maria Olivares V. BaronHR West, Inc., Plaze, Inc. DBA Shield Packaging Of California, et. al.*, Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2124719. Plaintiff alleged on behalf of herself and the Class the following claims against Defendants: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay timely wages; (6) failure to pay all wages due to discharged and quitting employees; (7) failure to furnish accurate, itemized wage statements; (8) failure to maintain records; (9) unfair business practices; and (10) and violation of California Private Attorneys' General Act, California Labor Code § 2699 ("PAGA"), predicated on the violations of the California Labor Code and applicable IWC Wage Order as alleged in the Operative Complaint.

The resolution of the PAGA claim ("PAGA Settlement") includes any Class Members who are employed or have been employed by Defendants in the State of California during the time period from May 19, 2020 through December 13, 2022 ("PAGA Members").

Defendants deny any liability or wrongdoing of any kind. Defendants contend, among other things, that they complied at all times with the California Labor Code and the Business and Professions Code, and that employees were correctly and timely paid all wages, and that meal periods and rest breaks are provided as required by applicable law.

The Court has not ruled on the merits of Plaintiff's claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final approval hearing.

3. THE SETTLEMENT TERMS AND CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS AND PAGA PAYMENTS.

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of Three Hundred and Forty-One Thousand and Five Hundred Dollars (\$341,500) to settle the Action if approved by the Court.

The following amounts will be paid from the Maximum Settlement Amount:

- Service Payment to Plaintiff for her service as Class Representative in the amount of up to Six Thousand Dollars and Zero Cents (\$6,000.00);
- Attorneys' Fees not to exceed One Hundred and Thirteen Thousand and Seven Hundred and Twenty Dollars (\$113,720.00) (i.e., 1/3 of the Gross Settlement Amount) to Class Counsel and up to Twenty Thousand Dollars and Zero Cents (\$20,000) for reimbursement of litigation costs and expenses ("Attorneys' Costs");
- The amount of Fifty Thousand Dollars and Zero Cents (\$50,000) allocated to the payment of civil penalties under PAGA (the "PAGA Allocation");
- The costs associated with administration of the Settlement, estimated to be Eighteen Thousand and Five Hundred Dollars and zero Cents (\$18,500) ("Settlement Administration Costs").

Individual Settlement Payment: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount". The Net Settlement Amount will be allocated to all Class Members who do not request to be excluded from the Settlement ("Settlement Class Members") on a *pro rata* basis, based on their number of Compensable Work Weeks. Each payment is called an "Individual Settlement Payment" and will be calculated as follows:

1. The Settlement Administrator will determine the number of work weeks worked by Class Members in California as a non-exempt employee during the Class Period ("Compensable Work Weeks");
2. The Settlement Administrator will determine the value of a single Compensable Work Week by dividing the Net Settlement Amount by the total number of Compensable Work Weeks for each Settlement Class Member resulting in a payment ratio; and
3. Each Settlement Class Member shall receive a gross Individual Settlement Payment equal to his or her Compensable Work Week payment ratio multiplied by the Net Settlement Amount.

Based on your Compensable Work Weeks, your individual settlement payment as a Settlement Class Member is estimated to be \$.

PAGA Payment: A total of Fifty Thousand Dollars and Zero Cents (\$50,000) of the Gross Settlement Amount has been allocated to PAGA Settlement. Of this amount, 75% or Thirty-Seven Thousand and Five Hundred Dollars (i.e., \$37,000) will be paid to California's Labor & Workforce Development Agency, and 25% or Twelve Thousand and Five Hundred Dollars (i.e., \$12,500) (the "Net PAGA Distribution Amount") will be paid on a *pro-rata* basis to PAGA Members.

1. The Settlement Administrator will determine the number of weeks worked by PAGA Members as non-exempt employees in California during the period from May 19, 2020 through December 13, 2022 ("Compensable PAGA Work Weeks");
2. The Settlement Administrator will determine the value of a single Compensable PAGA Work Week by dividing the Net PAGA Distribution Fund by the total number Compensable PAGA Work Weeks by all PAGA Members.
3. Each PAGA Member shall receive a PAGA Payment equal to his or her Compensable PAGA Work Weeks multiplied by the value of a single Compensable PAGA Work Week.

Based on these PAGA Compensable Work Weeks, your PAGA Payment is estimated to be \$.

If you dispute the above information, you may submit a written dispute to the number of Compensable Work Weeks and/or Compensable PAGA Work Weeks allocated to you ("Dispute") to the Settlement Administrator. Your Dispute must: (1) contain your name, address, and telephone number and the case name and number of this action, *Maria Olivares V. BaronHR West, Inc., Plaze, Inc. DBA Shield Packaging Of California, et. al.*, Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2124719; (2) be signed by you; (3) be postmarked, emailed or fax stamped on or before (INSERT DATE) and returned to the Settlement Administrator at the address, email or fax number listed below; (4) clearly state the number of Compensable Work Weeks and/or Compensable PAGA Work Weeks you believe are correct; and (5) attach any documentary evidence you have to prove the number of contented Compensable Work Weeks and/or Compensable PAGA Work Weeks.

Phoenix Settlement Administrators
Re: *Maria Olivares V. BaronHR West, Inc., Plaze, Inc. DBA Shield Packaging Of California, et. al.*

INSERT ADDRESS

Phone: (800)

Facsimile: (714)

Email: INSERT EMAIL ADDRESS

Thirty-three and one-third (33.33%) of each Individual Settlement Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; thirty-three percent and one-third (33.33%) of each Individual Settlement Payment will be considered penalties and any other non-wage related amount; and thirty-three and one-third (33.33%) of each Individual Settlement Payment will be considered interest. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each PAGA Payment will be allocated as penalties and be reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendants will pay all employer-payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages at the time the Gross Settlement Amount is funded.

Class Members are responsible for paying taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one-hundred and eighty (180) days; after that checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one-hundred and eighty (180) days of mailing, or are returned to the Settlement Administrator, will be cancelled and the Settlement Administrator shall send the funds associated with uncashed checks to the State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class Member. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If you do nothing, you will receive your Individual Settlement Payment.

If and when the Court grants final approval of the Settlement, as of the Effective Date, all Class Members who do not opt out of the Settlement ("Settlement Class Members") hereby do and shall fully and finally release and discharge Released Parties, from August 26, 2017 through December 13, 2022, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to timely pay all wages during employment and due to discharged and quitting employees; (6) failure to furnish accurate, itemized wage statements; (7) failure to maintain required records; (8) unfair business practices; and (9) any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint.

“Released Parties” collectively mean: (i) Defendants; (ii) Defendants respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

5. WHAT AM I RELEASING AS A PAGA MEMBER UNDER THE SETTLEMENT?

As of the Effective Date, all PAGA Members, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims.

“Settled PAGA Claims” means penalties under PAGA only, and not for underlying wage and hour claims which the claims for penalties are based upon, as alleged in the Operative Complaint and the PAGA Notice filed by Plaintiff, and as described in section 4, above.

Released Parties is defined in section 4 of this Notice above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR RELEASE OF SETTLED PAGA CLAIMS AND WILL RECEIVE A PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Settled Claims, but you are not able to exclude yourself as a PAGA Member. To exclude yourself as a Settlement Class Member, you must submit a written Request for Exclusion to the Settlement Administrator (“Opt-Out Request”) at the address, email or fax number listed in section 3 of this Notice above.

A valid and complete Opt-Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the *Flores* Action (i.e., *Maria Olivares V. BaronHR West, Inc., Plaze, Inc. DBA Shield Packaging Of California, et. al.* Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2124719); (2) be signed by the Class Member; (3) be postmarked, emailed or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number listed in section 3 of this Notice above; and (4) contain a statement something substantially similar to:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE ESTEBAN FLORES V. SKILLED STAFFING, INC., SMART WAREHOUSING, LLC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT OF THE LAWSUIT. I UNDERSTAND THAT THE PAGA CLAIM WILL STILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Settlement Payment and will not release any of the Settled Claims. However, Class Members who are also PAGA Members will receive their PAGA Payment and release the Settled PAGA Claims regardless of whether they submit an Opt-Out Request.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member may object to the Settlement or to any settlement term. If the Court denies approval, no payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object, you must submit the written objection to the Settlement Administrator (“Objection”) to the following address or fax number listed in section 3 of this Notice above. A valid and timely Objection must (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the *Olivares* Action (i.e., *Maria Olivares V. BaronHR West, Inc., Plaze, Inc. DBA Shield Packaging Of California, et. al.* Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2124719 (2) be signed by the Settlement Class Member; (3) provide a short and concise reason for their objection; and (4) be postmarked, emailed or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number in section 3 of the Notice above. Any written objection will not be presumptively invalidated if the objections do not comply with requirements (1), (2) and (3) as long as the written objection is timely received pursuant to requirement (4).

The submission of an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. **Do not file both an Objection and Opt Out Request.** If you file both an Objection and an Opt Out Request, you will be excluded from the Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on [INSERT DATE AND TIME] in Department S-26 of the Superior Court of the State of California, San Bernardino Superior Court – Civil Justice Center, located at 247 West 3rd Street, San Bernardino, California 92415. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class are:

LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622

Attorneys for Defendants are:

BARONHR LLC
Eric Welch (SBN 206904)
8101 E. Kaiser Boulevard, Suite 110
Anaheim, California 92808
Telephone Number: (714) 860-7800
Email: eric@baronhr.com

Attorney for Defendant, BaronHR West, Inc.

LITTLER MENDELSON P.C.
Gregory G. Iskander (SBN 200215)
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597
Telephone Number: (925) 932-2468
Facsimile: (925) 946-9809
Email: giskander@littler.com

LITTLER MENDELSON P.C.
Tracy Williams (SBN 278429)
18565 Jamboree Road, Suite 800
Irvine, California 92612-2535
Telephone Number: (949) 705-3000
Facsimile: (949) 242-2946
Email: trwilliams@littler.com

Attorneys for Defendant, Plaze, Inc.

The Court has decided that the Attorney for Plaintiff and the Class are qualified to represent the Settlement Class Members. Other than the Attorneys' Fees and Attorneys' Costs approved by the Court, which will be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Superior Court of the State of California, San Bernardino Superior Court – Civil Justice Center, located at 247 West 3rd Street, San Bernardino, California 92415 or at the Court's website at: <https://www.SB-court.org>. Documents regarding this Settlement may also be found on the Internet at: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>.

12. SAN BERNARDINO COUNTY SUPERIOR COURT SOCIAL DISTANCING PROCEDURES

Please go to www.sb-Court.org for all updates regarding the Court's current social distancing procedures for attendance at hearings and review of court files.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE
ABOUT THIS SETTLEMENT.**

EXHIBIT 2

1 LAW OFFICE OF SCOTT ERNEST WHEELER

2 Scott Ernest Wheeler (SBN 187998)

3 Justin A. Wheeler (SBN 342226)

4 250 West First Street, Suite 216

5 Claremont, California 91711

6 Telephone: (909) 621-4988

7 Facsimile: (909) 621-4622

8 Email: sew@scottwheelerlawoffice.com

9 jaw@scottwheelerlawoffice.com

10 *Attorney for Plaintiff and the Putative Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN BERNARDINO**

13 **SAN BERNARDINO JUSTICE CENTER**

14 MARIA OLIVARES, individually, and on
15 behalf of all others similarly situated,

16 **PLAINTIFFS,**

17 **v.**

18 BARONHR WEST, INC., a DELAWARE
19 corporation; PLAZE, INC, doing business
20 as SHIELD PACKAGING OF
21 CALIFORNIA, a DELAWARE
22 corporation; and DOES 1 through 50,
23 inclusive,

24 **DEFENDANTS.**

Case No.: CIVSB2124719

[Assigned to Hon. David Cohn]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Action Filed: August 26, 2021

Trial Date: None Set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Court now has before it, Plaintiff's unopposed Motion for Preliminary Approval of Class
3 Action Settlement ("Motion"). After reviewing the Motion, the Class Action and PAGA Settlement
4 Agreement and Release ("Settlement Agreement") and exhibits attached thereto, and good cause
5 appearing therefore, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the settlement memorialized in the
7 Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness,
8 and therefore meets the requirement for preliminary approval.

9 2. The Court conditionally certifies for settlement purposes the following class (the
10 "Class" or "Settlement Class"):

11 All non-exempt employees who were employed directly by Plaze, Inc, doing business
12 as Shield Packaging Of California or employed and placed by BaronHR West, Inc. to
13 work at Plaze, Inc, doing business as Shield Packaging Of California, in the State of
California, at any time from August 26, 2017 through December 13, 2022.

14 The Class Period is from August 26, 2017 through December 13, 2022.

15 3. The Court conditionally approves for settlement purposes the PAGA allocation of this
16 settlement to the California Labor and Workforce Development Agency ("LWDA") and PAGA
17 Members.

18 The PAGA Period is from June 19, 2020 through December 13, 2022.

19 4. The Court finds, for settlement purposes, that the Class meets the requirements for
20 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous that
21 joinder is impractical; (2) there are questions of law and fact that are common, or of general interest,
22 to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical of the
23 claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests
24 of the Class; and (5) a class action is superior to other available methods for the fair and efficient
25 adjudication of the controversy.

26 5. The Court appoints, for settlement purposes, Plaintiff Esteban Flores as Representative
27 for the Class.

6. The Court appoints, for settlement purposes, the Law Office of Scott E. Wheeler as Counsel for the Class.

7. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

8. The Court appoints Phoenix Settlement Administrators (“Phoenix”) as the Settlement Administrator and is ordered to carry out the administration of the settlement according to the terms of the Settlement Agreement.

9. The Court approves as to form and content of the Class Action and PAGA Settlement Notice. The Court finds that the dates selected for the mailing and distribution of the Notice Packet meet the requirements of due process, provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. If any Class Member objects to the Settlement Agreement, the objecting party is not required, either personally or through counsel: 1) to appear at the hearing on the motion for final approval for that party’s objection to be considered; or 2) to file or serve, or to state in the objection, a notice of intention to appear at the hearing on the motion for Final Approval of the Class Settlement.

11. Phoenix, the Settlement Administrator, shall provide notice to any objecting party of any continuance of the hearing of Plaintiff’s Motion for Final Approval.

12. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

Event	Date
Last day for Defendants to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator, CPT to mail Class Notice	
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	
Last Day for Plaintiff to file Motion for Final Approval of the Class Settlement, Attorneys’ Fees and Costs and Class Representative Service Award	Per Code.

1 Final Approval Hearing

2
3 13. The Court finds that the method of giving notice to the Class constitutes the best means
4 practicable of providing notice under the circumstances. The Court further finds that the Notice Packet
5 and the method of giving notice to the Class meet the requirements of California Code of Civil
6 Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the
7 California and United States Constitutions, and other applicable law.

8 14. At the Final Approval Hearing, the Court will consider whether the Settlement should
9 be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and
10 whether the payments provided for under the Settlement, including attorneys' fees and costs and class
11 representative service award, should be finally approved and granted.

12 15. Pending the Final Approval Hearing, all proceedings in this Action, other than
13 proceedings necessary to implement the Settlement and this Order, are stayed.

14 **IT IS SO ORDERED.**

15
16 DATED: _____

HONORABLE DAVID COHN
JUDGE OF THE SUPERIOR COURT