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and as a representative of aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAVIER SANTIAGO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNIVAR SOLUTIONS INC., a Delaware
corporation; UNIVAR SOLUTIONS USA,
INC., a Washington corporation; and DOES 1
through 25,

Defendants.

Case No.: 21STCV25600
*Assigned for all purposes to Hon. Daniel
J. Buckley, SSC-1*

**STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: July 14, 2021

I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS

This stipulation sets forth the terms of the settlement of a class and representative action filed on behalf of current and former non-exempt employees who worked for Defendants Univar Solutions, Inc. and Univar Solutions USA, Inc. (“Defendants” or “Univar”) in California during the Class Period, as defined below. The First Amended Complaint alleges causes of action against Defendants for (1) failure to pay for all time worked; (2) failure to pay overtime; (3) failure to provide meal and rest breaks; (4) failure to provide accurate wage statements; (5) failure to reimburse necessary expenditures; (6)

1 violation of the Unfair Practices Act; (7) failure to pay all wages owed at termination; (8)
2 failure to comply with employee request for records; and (9) recovery of civil penalties under
3 PAGA, including based on the aforementioned causes of action.

4 Under the terms of the parties' Settlement and after final approval and entry of
5 judgment pursuant to California Rule of Court 3.769, Defendants will pay a gross settlement
6 amount of two million seven hundred fifty thousand dollars (\$2,750,000) (the "Gross
7 Settlement Amount"), plus the employer's share of payroll taxes. The Settlement will be
8 administered by a third-party settlement administrator with experience administering class
9 action settlements of this type. Until distribution, the Gross Settlement Amount will be held
10 in a Qualified Settlement Fund established by the Settlement Administrator. This is an opt-
11 out settlement, and Class Members (as defined in Section II) will receive a settlement payment
12 unless they timely submit a Request for Exclusion. Settlement Class Members shall not be
13 required to submit a claim form.

14 The Parties agree and propose that the following disbursements will be made from the
15 Gross Settlement Amount, subject to Court approval at the Final Fairness and Approval
16 Hearing:

17 A. Settlement Administration Costs, estimated to be \$10,000;

18 B. Class Counsel's Attorneys' Fees, to be approved by the Court, in an amount
19 not to exceed nine hundred sixteen thousand six hundred sixty-six dollars (\$916,666), which
20 is one-third of the Gross Settlement Amount;

21 C. Class Counsel's Costs, as approved by the Court, in an amount not to exceed
22 \$25,000;

23 D. A Service and Release Award to Plaintiff Javier Santiago in the amount of
24 \$10,000 as payment for his time and efforts in pursuing this Action, and for the broader release
25 and other covenants that he will be providing to Defendants;

26 E. An allocation of \$100,000 to Plaintiff's PAGA claims (the "PAGA Amount"),
27 to be distributed as follows: Payment of \$75,000 to the California Labor and Workforce
28 Development Agency (the "LWDA Payment"), which represents the Labor and Workforce

1 Development Agency's ("LWDA") 75% share of \$100,000. The other 25% of the PAGA
2 Amount (\$25,000) will be distributed to those Class members who worked for Defendants at
3 any time during the PAGA Period (defined below).

4 F. The remainder of the Gross Settlement Amount (the "Net Settlement Amount")
5 will be distributed to Settlement Class Members based on the methodology discussed in
6 section IV.L.1, below. It is estimated that the Net Settlement Amount will be approximately
7 \$1,688,334 after deductions for Class Counsel's Attorneys' Fees, Class Counsel's Costs,
8 Settlement Administration Costs, the Service and Release Awards, and the PAGA Amount.

9 Defendants represent that the Class consisted of approximately 549 members as of
10 March 22, 2022.

11 **II. DEFINITIONS**

12 As used in this Stipulation, the following terms shall have the meanings set forth
13 below:

14 A. "Action" means this putative class and representative action pending in Los
15 Angeles County Superior Court titled *Javier Santiago v. Univar Solutions, Inc.*, et al., Case
16 No. 21STCV25600.

17 B. "Agreement" or "Stipulation" means this Stipulation of Class Action and
18 PAGA Settlement.

19 C. "Class" means all individuals who were employed by Defendants in California
20 as non-exempt employees during the Class Period (as defined below).

21 D. "Class Counsel" means Aaron C. Gundzik and Rebecca G. Gundzik of
22 Gundzik Gundzik Heeger LLP, 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423,
23 (818) 290-7461, and Galen Shimoda of Shimoda Law Corp., 9401 E. Stockton Blvd., Suite
24 200, Elk Grove, CA 95624, (916) 525-0716.

25 E. "Class Counsel's Attorneys' Fees" means the amount to be awarded to Class
26 Counsel from the Gross Settlement Amount for their attorneys' fees for their work in this
27 Action, subject to Court approval at the Final Fairness and Approval Hearing. Class Counsel's
28 Attorneys' Fees will not exceed \$916,666, which is one-third of the Gross Settlement Amount.

1 F. "Class Counsel's Costs" means the amount to be awarded to Class Counsel
2 from the Gross Settlement Amount to reimburse Class Counsel for their reasonable costs and
3 expenses incurred in the Action, subject to Court approval at the Final Fairness and Approval
4 Hearing. Class Counsel's Costs will not exceed \$25,000.

5 G. "Class Data" means each Class Member's and PAGA Employee's full name,
6 social security number, last known address, email address and telephone number(s), along
7 with the Class Member's number of Qualifying Workweeks and the number of PAGA Pay
8 Periods worked by each PAGA Employee during the PAGA Period.

9 H. "Class Member" is a person who is a member of the Class.

10 I. "Class Period" means the period from July 14, 2017, through June 22, 2022.

11 J. "Complaint" means the First Amended Complaint on file in the Action.

12 K. "Court" means the Superior Court of the State of California, in and for the
13 County of Los Angeles, where the Action is pending.

14 L. "Defendants" means Univar Solutions, Inc. and Univar Solutions USA, Inc.

15 M. "Defendants' Counsel" means Rebecca Aragon and James Becerra of Littler
16 Mendelson PC, 633 West Fifth Street, 63rd Floor, Los Angeles, CA 90071, (213) 443-4300.

17 N. "Effective Date" means the date of entry of the "Final Approval Order" if no
18 objection is filed. If a timely objection to the settlement is filed, the "Effective Date" will be
19 the later of (1) 7 days after the period for filing any appeal, writ, or other appellate proceeding
20 opposing the Final Approval Order has elapsed without any appeal writ, or other appellate
21 proceeding having been filed or (2) 7 days after any appeal, writ, or other appellate
22 proceedings opposing the Final Approval Order have finally and conclusively been dismissed
23 with no right to pursue further remedies or relief.

24 O. "Employer's Withholding Share" means Defendants' share of all federal, state,
25 and local taxes and required withholdings, including without limitation, FICA, Medicare tax,
26 FUTA, and state unemployment taxes. Defendants will pay the Employer's Withholding
27 Share in addition to the Gross Settlement Amount.

1 P. "Final Approval Order" means the Order Granting Final Approval of Class
2 Action Settlement and Judgment entered by the Court.

3 Q. "Final Fairness and Approval Hearing" means the hearing on Plaintiff's
4 Motion for Final Approval of Class Action Settlement at which the Court will be asked to give
5 final approval to the settlement terms set forth herein and to enter judgment.

6 R. "Gross Settlement Amount" means the two million seven hundred fifty
7 thousand dollars (\$2,750,000) which Defendants will pay under this Settlement.

8 S. "LWDA Payment" means \$75,000, which is 75% of the PAGA Amount. The
9 LWDA Payment will be paid to the LWDA.

10 T. "Net Settlement Amount" means the amount remaining from the Gross
11 Settlement Amount after payments of Court-approved Class Counsel's Attorney's Fees and
12 Class Counsel's Costs, the Service and Release Award to the Representative Plaintiff and
13 Settlement Administration Costs, and the PAGA Amount. It is estimated that the Net
14 Settlement Amount will be at least \$1,688,334.

15 U. "Notice of Settlement" means the "Notice of Proposed Class Action Settlement
16 and Hearing Date for Approval," the form of which is attached hereto as Exhibit A, or any
17 subsequent version of Exhibit A, as approved by the Court.

18 V. "Notice of Objection" means a written objection to this Settlement sent by a
19 Settlement Class Member to the Settlement Administrator that complies with the criteria
20 specified herein and in the Notice of Settlement.

21 W. "PAGA Amount" means \$100,000, which is the portion of the Gross
22 Settlement Amount that the Parties allocated to settlement of Plaintiff's PAGA claims.

23 X. "PAGA Employee" means a member of the Class who was employed by
24 Defendants and worked at any time during the PAGA Period.

25 Y. "PAGA Employee Portion" means \$25,000, which is 25% of the PAGA
26 Amount. The PAGA Employee Portion will be paid only to PAGA Employees.

27 Z. "PAGA Pay Period" means a two-week pay period within the PAGA Period
28 during which a PAGA employee performed work for Defendants in California. A pay period

1 during which a PAGA Employee was entirely absent from work, such as a week during which
2 a PAGA Employee was on leave or vacation, is not a PAGA Pay Period.

3 AA. “PAGA Period” means the time period from July 14, 2020, through June 22,
4 2022.

5 BB. “PAGA Released Claims” means any and all PAGA claims, causes of action
6 and legal theories for recovery of civil penalties asserted in the Complaint or Plaintiff’s July
7 13, 2021 letter submitted to California’s Labor and Workforce Development Agency (“PAGA
8 Letter”), as well as PAGA claims, causes of action and legal theories that could have been
9 asserted in the Complaint or PAGA Letter that are based upon the same or similar facts,
10 allegations and/or claims, including, without limitation, PAGA claims for violations of or
11 based on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7,
12 510, 512, 558, 1194.2, 1197, 1197.1, and 2802. PAGA Employees shall not waive section
13 1542 of the California Civil Code.

14 CC. “Parties” means the Representative Plaintiff, on behalf of himself and all
15 Settlement Class Members, and Defendants.

16 DD. “Preliminary Approval Date” is the date that the Court grants preliminary
17 approval of this Settlement pursuant to California Rule of Court 3.769(c).

18 EE. “Qualified Settlement Fund” or “QSF” means a federally insured bank account
19 to be established by the Settlement Administrator into which all payments from Defendants
20 related to this Settlement will be deposited and from which all payments authorized by the
21 Court will be made. The QSF will be established prior to Defendants’ deposit of the Gross
22 Settlement Amount.

23 FF. “Qualifying Workweek” means a week within the Class Period during which
24 a Class Member actually worked for Defendants in a Class position during the Class Period.
25 A week during which a Class Member was entirely absent from work, such as a week during
26 which a Class Member was on leave or vacation, is not a Qualifying Workweek.

27 GG. “Released Claims,” means all causes of action and factual or legal theories
28 arising during the Class Period that were alleged in the Complaint or could have been alleged

1 based on the facts alleged in the Complaint, including all damages, penalties, interest and
2 other amounts recoverable under said claims, causes of action or legal theories of relief. Class
3 Members shall not waive section 1542 of the California Civil Code.

4 HH. “Released Parties” means Defendants and their past, present and/or future
5 officers, directors, members, managers, employees, agents, representatives, attorneys,
6 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
7 affiliates, divisions, predecessors, successors, assigns, and joint venturers, but only as to the
8 Released Claims and PAGA Released Claims.

9 II. “Representative Plaintiff” means Plaintiff Javier Santiago.

10 JJ. “Request for Exclusion” means a signed request by a Class Member to be
11 excluded from the Settlement Class that is submitted in accordance with the procedure set
12 forth herein, also known as an “opt-out request.”

13 KK. “Response Deadline” means the date that is forty-five (45) calendar days after
14 the mailing of the Notices of Settlement. Provided, for Notices of Settlement that are re-mailed
15 to a different address, the Response Deadline will be the earlier of: (1) forty-five (45) calendar
16 days after re-mailing, and (2) ten (10) days before the initial date set by the Court for the Final
17 Fairness and Approval Hearing.

18 LL. “Service and Release Award” means the payment to be made to the
19 Representative Plaintiff for his service to the Class and for the broader general release that he
20 is providing to Defendants, which is in addition to whatever payment he otherwise would be
21 entitled to receive as a Settlement Class Member. The Service and Release Award will not
22 exceed \$10,000.

23 MM. “Settlement” means the disposition of the Action and all related claims
24 effectuated by this Agreement.

25 NN. “Settlement Administration Costs” means the fees and costs incurred or
26 charged by the Settlement Administrator in connection with the execution of its duties under
27 this Agreement including, but not limited to fees and costs associated with: (1) establishing
28 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and notices

(including the cost of printing and mailing all notices and other documents to the Class Members) required to be prepared in the course of administering the Settlement; (3) computing the amount of the settlement payments, taxes, and any other payments to be made under this Agreement; (4) calculating and handling inquiries about the calculation of individual settlement payments; (5) establishing and operating a settlement payment center website, address, and phone number to receive Class Members' inquiries about the Settlement; (6) providing a due diligence declaration for submission to the Court prior to the final approval hearing; (7) printing and providing Settlement Class Members and Plaintiff with W-2 and 1099 forms as required under this Agreement and applicable law; (8) preparing, issuing, and filing any tax returns and information returns and any other filings required by any governmental taxing authority or other governmental agency; and (9) for such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administration Costs will not exceed \$10,000. Settlement Administration Costs will be paid out of the Gross Settlement Amount.

OO. "Settlement Administrator" refers to Phoenix Settlement Administrators.

PP. "Settlement Class" means all Class Members who have not submitted a timely and complete Request for Exclusion.

QQ. "Settlement Class Member" is a person who is a member of the Settlement Class.

III. BACKGROUND

During the Class Period, Defendants operated, among other things, a chemical sales and distribution business in California. Plaintiff contends that during the Class Period, he and other non-exempt employees of Defendants were not paid for all of their work including minimum wages and off-the-clock work, were not provided with compliant meal (including 1st and 2nd meal breaks) and rest breaks, were not paid for all of their overtime work including accurate calculation of the regular rate of pay, were not provided compliant wage statements, were not paid all amounts due at separation, were not reimbursed for all of their necessary expenses, and were not provided with their employee records upon request.

1 The Parties have undertaken significant investigation and informal discovery during
2 the prosecution of this Action. Such discovery and investigation includes extensively
3 interviewing the Representative Plaintiff and other Class Members, Defendants' production
4 and Plaintiff's counsel's review of personnel records, collective bargaining agreements and
5 policies, as well as time and pay records for about 20% of Class Members and other detailed
6 information relevant to the Class Members' claims. Counsel for the Parties have investigated
7 the law as applied to the facts discovered regarding the alleged claims of the Class and
8 potential defenses thereto, and the potential damages claimed by the Class.

9 The Parties' attorneys have engaged in extensive discussions about the strengths and
10 weaknesses of the claims and defenses in the Action. On March 22, 2022, the Parties attended
11 a mediation before an experienced and well-regarded mediator, Gig Kyriacou, at the end of
12 which the Parties reached an agreement regarding the resolution of this Action which is
13 embodied in the terms of this Agreement.

14 Plaintiff and Class Counsel have concluded, after considering the sharply disputed
15 factual and legal issues involved in this Action, the risks attending further prosecution, and
16 the substantial benefits to be received pursuant to the compromise and settlement of the Action
17 as set forth in this Agreement, that this Settlement is in the best interests of the Representative
18 Plaintiff and the Settlement Class and is fair and reasonable.

19 This Settlement contemplates: (i) entry of an order preliminarily approving the
20 Settlement and approving certification of a provisional Class for settlement purposes only; (ii)
21 dissemination of a notice to Class Members about the settlement; (iii) entry of a Final
22 Approval Order granting final approval of the Settlement; and (iv) entry of a final judgment.

23 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

24 **A. Preliminary Approval of Settlement**

25 Following the execution of this Stipulation by all Parties or at such other time specified
26 by the Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiff's
27 motion for preliminary approval of the settlement. Plaintiff's motion will include such briefing
28 and evidence as may be required for the Court to determine that this Agreement is fair and

1 reasonable, as required by California Code of Civil Procedure section 382 and California Rule
2 of Court 3.769. Class Counsel will provide Defendants' counsel with the opportunity to
3 review and comment on all drafts of all papers to be filed in connection with the motion for
4 preliminary approval (notice of motion, memorandum of points and authorities and
5 declarations) at least five court days before filing such motion with the Court. Plaintiff's
6 motion for preliminary approval will also include a proposed order that is mutually agreed-
7 upon by the Parties. Defendants shall not oppose Plaintiff's motion for preliminary approval
8 of the settlement to the extent it is consistent with the terms and conditions of this Agreement.
9 Defendants may, however, provide a written response to any characterization of the law or
10 facts contained in the motion for preliminary approval.

11 The Parties have agreed to the certification of the Class for the sole purposes of
12 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
13 the Settlement not be approved by the Court, the fact that the Parties were willing to stipulate
14 to class certification as part of the Settlement will have no bearing on, and will not be
15 admissible in connection with, the issue of whether a class should be certified in a non-
16 settlement context in this Action, and in any of those events, Defendants expressly reserve the
17 right to oppose class certification. Additionally, if the Settlement does not become final, this
18 Agreement and all negotiations, court orders, and proceedings related thereto shall be without
19 prejudice to the rights of all Parties hereto, and evidence relating to the Agreement and all
20 negotiations shall not be admissible in the Action or otherwise. The Parties further agree that
21 if, for any reason, the Settlement is not approved, the certification for purposes of this
22 Settlement will have no force or effect and will be immediately revoked.

23 **B. Cooperation**

24 The Parties agree to fully cooperate with each other to accomplish the terms of this
25 Agreement, including but not limited to, execution of such documents and to take such other
26 reasonably necessary actions to implement the terms of this Agreement. No party, nor any of
27 its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to
28 the Settlement.

1 **C. Notice of Settlement**

2 Within 28 calendar days following the Court’s order granting preliminary approval of
3 the Settlement, Defendants will provide the Settlement Administrator with the Class Data in
4 an electronic format acceptable to the Settlement Administrator. At the same time, Defendants
5 will provide the Class Data, without Class Member names (and instead using a unique
6 identifier), without last known address, without email address, without telephone number(s),
7 and social security numbers, to Class Counsel. This information will remain confidential and
8 will not be disclosed to anyone, except as required to applicable taxing authorities, pursuant
9 to Defendants’ express written authorization, by order of the Court, or as otherwise provided
10 for in this Agreement.

11 Using the Class Data, the Settlement Administrator will: (1) confirm the number of
12 Class Members and Qualifying Workweeks, (2) finalize and print the Notice of Settlement;
13 (3) check all addresses against the National Change of Address database; and (4) within ten
14 (10) calendar days of receiving the Class Data, send to each Class Member via First-Class
15 United States mail an English and Spanish version of the Notice of Settlement to the most
16 recent address known for each Class Member.

17 **D. Re-Sending Class Notices**

18 In the event that Defendants’ Counsel or Class Counsel becomes aware of new
19 addresses for any Class Member, prior to the filing of the motion for final approval, such
20 information must immediately be communicated to the Settlement Administrator. The
21 Settlement Administrator will then re-send a Notice of Settlement to the Class Member(s) at
22 the new address.

23 For any Notice of Settlement that is returned as undeliverable, the Settlement
24 Administrator will perform a utility database search or other skip trace. The returned Notices
25 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such
26 searching and re-mailing will be completed within ten (10) calendar days of the date that
27 Notices of Settlement were originally returned as undeliverable.

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1 **E. Requests for Exclusion (Opt-Outs)**

2 Any Class Member who wishes to be excluded from the Settlement must notify the
3 Settlement Administrator in writing of his or her desire to be excluded by mailing his or her
4 own Request for Exclusion to the Settlement Administrator that clearly expresses such desire
5 and is signed by such Class Member. Any such Request for Exclusion shall include the Class
6 Member's name, current address, telephone number, and last four numbers of the Class
7 Member's social security number. To be valid, the Request for Exclusion must be postmarked
8 by no later than the Response Deadline.

9 Any Class Member who submits a valid and timely Request for Exclusion shall be
10 barred from participating in this Settlement, shall be barred from objecting to this Settlement,
11 and shall receive no benefit from the Class Settlement. Provided, however, notwithstanding a
12 valid Request for Exclusion, all PAGA Employees shall receive their share of the PAGA
13 Employee Portion and will be deemed to have released the PAGA Released Claims.

14 Any Class Member who fails to submit a timely, complete, and valid Request for
15 Exclusion shall be barred from opting out of the Settlement. It shall be conclusively presumed
16 that, if a Request for Exclusion is not postmarked on or before the Response Deadline, the
17 Class Member did not make the request in a timely manner. Under no circumstances shall the
18 Settlement Administrator have the authority to extend the deadline for Class Members to
19 submit a Request for Exclusion.

20 Unless a Class Member submits a timely, complete, and valid Request for Exclusion,
21 he or she shall be deemed a Settlement Class Member and shall be bound by the terms and
22 conditions of this Agreement. The releases provided for in this Agreement shall conclusively
23 preclude any Settlement Class Member from asserting any of the Released Claims against any
24 of the Released Parties in any judicial, administrative, or arbitral forum.

25 The Settlement Administrator shall promptly provide Class Counsel and Defendants'
26 Counsel with copies of all Requests for Exclusion that it receives.

27 **F. Declaration of Compliance**

28 At the time determined by Class Counsel, the Settlement Administrator shall provide

1 Class Counsel and Defendants' Counsel with a declaration attesting to completion of the
2 notice process set forth in this Section IV, including the number of notices sent and returned,
3 an explanation of efforts to resend undeliverable notices, and copies of all Requests for
4 Exclusion, which declaration shall be filed with the Court by Class Counsel along with their
5 papers requesting final approval of the Settlement.

6 **G. Sufficient Notice**

7 Compliance with the procedures described in this Section IV shall constitute due and
8 sufficient notice to Class Members of this Settlement and of the Final Fairness and Approval
9 Hearing, shall satisfy the requirements of due process, and nothing else shall be required of
10 the Representative Plaintiff, Class Counsel, Defendants, Defendants' Counsel, or the
11 Settlement Administrator to provide notice of the Settlement and the Final Fairness and
12 Approval Hearing.

13 **H. Objections to Settlement**

14 **1. Procedure and Deadline for Objections**

15 A Class Member may object to the Settlement by submitting a written Notice
16 of Objection to the Settlement Administrator, postmarked no later than the Response
17 Deadline, signed by the objecting Class Member or his or her attorney, along with all
18 supporting papers (if any). The date the signed Notice of Objection was postmarked shall be
19 conclusively determined according to the records of the Settlement Administrator. The
20 Settlement Administrator shall send any Notices of Objections it receives to Defendants'
21 counsel and Class Counsel within three (3) business days of receipt. A Class Member may
22 also object to the settlement by appearing at the Final Approval Hearing. The Court retains
23 final authority with respect to the consideration and admissibility of any Notice of Objection.

24 If a Class Member submits both an objection and an opt-out request, the Settlement
25 Administrator shall make reasonable attempts to clarify the intentions of the Class Member.
26 If the Class Member fails to clarify their position, the opt-out request shall be disregarded, the
27 Settlement Administrator shall send the objection to Defendants' Counsel and Class Counsel,
28

1 the claim will be paid, and the Class Member will become a Settlement Class Member and be
2 bound by the judgment.

3 **2. Responses to Objections**

4 Class Counsel and Defendants' counsel shall file any written objections from Class
5 Members submitted to the Settlement Administrator, and Class Counsel's and Defendants'
6 Counsel's responses to such objections, at least five (5) court days before the Final Fairness
7 and Approval Hearing.

8 **I. Defendants' Right to Rescind**

9 If five percent (5%) or more of the Class Members submit timely and valid Requests
10 for Exclusion, Defendants may, at their option, rescind the Settlement. In that event, all actions
11 taken in furtherance of the Settlement will be null and void. Defendants must exercise this
12 right of rescission, in a writing to Class Counsel, within fourteen (14) days following
13 Defendants' Counsel's receipt of information from the Settlement Administrator indicating
14 that the number of valid Requests for Exclusion exceed this limit. If Defendants exercise their
15 right to rescind, Defendants shall pay all fees of the Settlement Administrator incurred as of
16 such date.

17 **J. Pro-Rata Increase in Settlement Fund**

18 If, as reflected in the Class Data delivered to the Settlement Administrator, the total
19 number of Class Member Qualifying Workweeks exceeds 79,086, as of March 31, 2022, the
20 Gross Settlement Amount shall increase by the same percentage that the number of Qualifying
21 Workweeks exceeds 79,086.

22 **K. Final Fairness and Approval Hearing**

23 On or before the date set by the Court, Class Counsel will file a motion for final
24 approval of this Settlement pursuant to California Rule of Court 3.769. Class Counsel will
25 provide Defendants' counsel with the opportunity to review and comment on drafts of all
26 papers to be filed in connection with the motion for final approval (notice of motion,
27 memorandum of points and authorities and declarations) at least five court days before filing
28 such motion with the Court. Plaintiff's motion for final approval will also include a proposed

1 order that is mutually agreed-upon by the Parties. Defendants shall not oppose Class Counsel's
2 motion for final approval of the settlement to the extent it is consistent with the terms and
3 conditions of this Agreement. Defendants may, however, provide a written response to any
4 characterization of the law or facts contained in the motion for final approval.

5 On the date set by the Court, the Final Fairness and Approval Hearing shall be held
6 before the Court in order to: (1) determine whether the Court should give this Settlement final
7 approval; (2) determine whether Class Counsel's application for attorneys' fees and costs, and
8 request for the Service and Release Award to the Representative Plaintiff, should be granted;
9 (3) determine whether the Court should approve the payment of fees to the Settlement
10 Administrator and the PAGA Settlement Amount and (4) consider any timely Objections to
11 Settlement, including Class Counsel's and Defendants' counsel's responses thereto. Upon
12 final approval, the Court shall enter a Final Approval Order (in a form submitted by Class
13 Counsel and approved by Defendants' counsel) which has the effect of adjudicating all claims
14 set forth in the Complaint and implementing the release of Released Claims and PAGA
15 Released Claims, as set forth in this Agreement. The Final Approval Order will be posted on
16 the Settlement Administrator's website. The posting of the Final Approval Order on the
17 Settlement Administrator's website will constitute notice of entry of the judgment, as required
18 by California Rule of Court 3.771(b).

19 **L. Settlement Payments to Settlement Class Members and PAGA Employees**

20 **1. Calculation of Class Settlement Payments**

21 The Net Settlement Amount shall be divided among and distributed to individual
22 Settlement Class Members using the following formula:

23 **(Individual Settlement Class Member's Qualifying Workweeks ÷ All**
24 **Settlement Class Members' Qualifying Workweeks) x (Net Settlement**
25 **Amount)**

26 //

27 //

28 //

1 **2. Distribution of PAGA Employee Portion**

2 The PAGA Employee Portion will be divided among and distributed to all PAGA
3 Employees based upon the number of PAGA Pay Periods they worked pursuant to the
4 following formula:

5 **(Individual PAGA Employee's PAGA Pay Periods ÷ All PAGA Employees'**
6 **PAGA Pay Periods) x \$25,000**

7 Settlement Class Members who are also PAGA Employees will receive their shares of the
8 PAGA Employee Portion included in the same checks that include their individual Settlement
9 Class Member payments. Class Members who exclude themselves from the Class Settlement
10 will still receive their shares of the PAGA Employee Portion and such Class Members will
11 still be bound by the PAGA Release, notwithstanding their exclusion from the Settlement
12 Class.

13 **3. Inclusion of Qualifying Workweeks and Estimated Settlement**
14 **Payment Information in Notice of Settlement**

15 The Notice of Settlement sent to each Class Member shall state the amount of the Class
16 Member's Qualifying Workweeks and PAGA Pay Periods, as reflected in the Class Data. The
17 Notice of Settlement shall provide an estimate of each Class Member's share of the Class
18 settlement and each PAGA Employee's share of the PAGA Employee Portion, as calculated
19 by the Settlement Administrator. The estimated settlement payment included in the Notice of
20 Settlement will be calculated by assuming that no Class Members will be excluded from the
21 Settlement.

22 **4. Eligibility**

23 Settlement Class Members (but not Class Members who exclude themselves from the
24 Settlement), will receive a settlement payment from the Net Settlement Fund, distributed
25 through the Settlement Administrator. All PAGA Employees will still receive a check for their
26 share of the PAGA Employee Portion, regardless of whether they submit a valid Request for
27 Exclusion.

28 If the Parties become aware after settlement checks are mailed that a Class Member

1 was not sent a Notice of Settlement because of an error in the Class Data as provided by
2 Defendants, Defendants may arrange to separately pay the Class Member the amount that the
3 Class Member would have received had they participated in the settlement, as long as the
4 Class Member agrees in writing to be bound by the Judgment and Class releases.

5 **5. Disputes about Qualifying Workweeks**

6 If a Class Member disagrees with the number of Qualifying Workweeks or PAGA Pay
7 Periods, as stated in their Notice of Settlement, they may dispute that figure by informing
8 the Settlement Administrator of the number of Qualifying Workweeks and/or PAGA Pay
9 Periods that they claim to have worked during the Class Period or PAGA Period and provide
10 any supporting documentation (such as, without limitation, payroll or time keeping records,
11 and paycheck stubs) on or before the Response Deadline. If there is a dispute, the Settlement
12 Administrator will consult with Class Counsel and Defendants' counsel to determine whether
13 an adjustment is warranted. The Settlement Administrator shall determine any such disputes,
14 subject to Court approval. The Settlement Administrator shall be obligated to resolve any such
15 disputes within ten (10) calendar days, but by no later than the date of the Final Approval
16 Hearing.

17 **6. Allocation of Settlement Payments**

18 Payment to each Settlement Class Member shall be allocated as follows: one-third
19 shall be attributed to wages, to be reported on a W-2 form; one-third shall be reported as
20 penalties; and one-third shall be reported as interest and reimbursement of expenses. The
21 amount of penalties, interest and reimbursement of expenses will be reported on an IRS Form
22 1099. All payments of the PAGA Employee Portion will be considered penalties and reported
23 on an IRS Form 1099.

24 **7. Payment of Payroll Taxes**

25 The amount paid to each Settlement Class Member attributable to wages shall be
26 subject to all applicable taxes and other withholdings and shall be net of the Settlement Class
27 Member's share of all federal, state, and local taxes and required withholdings, including
28 without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. The

1 Employer's Withholding Share shall be paid by Defendants separately and in addition to
2 Defendants' payment of the Gross Settlement Amount.

3 For each Settlement Class Member, the Settlement Administrator shall determine the
4 Employer's Withholding Share. Information related to the Employer's Withholding Share for
5 each Settlement Class Member shall be provided to Defendants by the Settlement
6 Administrator. If Defendants disagree with the Settlement Administrator's determination of
7 the Employer's Withholding Share, it will communicate with and share information
8 reasonably necessary to reach a good faith determination of the correct Employer's
9 Withholding Share.

10 **8. Payments to Settlement Class Members**

11 Within ten (10) calendar days of Defendants' deposit of the Gross Settlement Amount
12 with the Settlement Administrator, the Settlement Administrator will make the settlement
13 payments to Settlement Class Members and PAGA Employees based on the payment
14 formulae set forth herein.

15 **M. The Settlement Administrator**

16 The Settlement Administrator will perform the duties specified in this Agreement and
17 any other duties incidental to such obligations. The Settlement Administrator's duties shall
18 include, without limitation: establishing the QSF, preparing, translating and distributing the
19 Notice of Settlement; calculating and directing the disbursement of payments to Settlement
20 Class Members, Class Counsel, the Class Representative and the LWDA; calculating and
21 timely paying any and all payroll taxes from the wages portion of the Net Settlement Amount
22 to the appropriate tax authorities, as required under this Agreement and applicable law;
23 handling inquiries about the calculation of individual settlement payments; preparing and
24 filing any tax returns and information returns and any other filings required by any
25 governmental taxing authority or other governmental agency; providing weekly status reports
26 to the Parties' counsel; advising Defendants' counsel and Class Counsel of any Class
27 Members who submit Notices of Objections and/or Requests for Exclusion; providing a due
28 diligence declaration for submission to the Court prior to the final approval hearing; printing

1 and providing Settlement Class Members and Representative Plaintiff with W-2 and 1099
2 forms as required under this Agreement and applicable law; arranging for and remitting funds
3 from any uncashed settlement payment to the designated recipient, as determined by the
4 Court; and for such other tasks as the Parties mutually agree or the Court orders the Settlement
5 Administrator to perform.

6 The Settlement Administrator shall establish a settlement payment center address,
7 telephone number and email address to receive Class Members' inquiries about the Notice of
8 Settlement, requests to be excluded from the Settlement and settlement payments.

9 In addition, the Settlement Administrator shall establish a static website and, on the
10 website, post this stipulation, any preliminary approval order and the Final Approval Order
11 and Judgment. Posting of the Final Approval Order and Judgment on such website shall
12 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
13 3.771(b).

14 The Parties confirm, and Class Counsel and Defendants' Counsel confirm that they do
15 not have any financial interest in the Settlement Administrator or otherwise have a relationship
16 with the Settlement Administrator that could create a conflict of interest.

17 **N. Time for Payment by Defendants**

18 Within fourteen (14) court days after the Effective Date, Defendants shall deliver the
19 Gross Settlement Amount and Employer's Withholding Share to the QSF.

20 **O. Payments to Class Counsel, the Representative Plaintiff, the LWDA and**
21 **the Settlement Administrator**

22 Subject to Court approval, within ten (10) calendar days of Defendants' deposit of the
23 Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator
24 shall make payment from the QSF to: (1) Class Counsel, for Class Counsel's Attorneys' Fees
25 and Class Counsel's Costs, as approved by the Court; (2) the Representative Plaintiff for the
26 Service and Release Award, as approved by the Court; (3) to the LWDA for the LWDA
27 Amount, as approved by the Court; and (4) to the Settlement Administrator for the Settlement
28 Administration Costs, as approved by the Court. These payments will be reported on an IRS

1 Form 1099.

2 **P. Un-cashed/Un-deposited Settlement Payment Checks**

3 If any Settlement Class Member's settlement payment check has not been cashed or
4 deposited within sixty (60) calendar days after disbursement, the Settlement Administrator
5 shall attempt to contact each individual to advise them to cash their checks, and to offer to
6 replace any checks reported as either lost or stolen. In attempting to contact such persons, the
7 Settlement Administrator will send notices (1) by mail to the individuals' last known
8 addresses (as provided by Defendants) after first checking those addresses against the NCOA
9 database and skip tracing and (2) by telephoning or emailing such persons, in the event that
10 Defendants provide telephone numbers and/or email addresses for such persons.

11 If a Class Member's check is not cashed within 180 calendar days, the check will be
12 void and a stop payment order may be placed on the check. In such event, the Settlement
13 nevertheless will be binding upon the Settlement Class Member. The funds represented by all
14 uncashed settlement checks will be transmitted by the Settlement Administrator to the
15 California State Controller as unclaimed property in the name of the individual Settlement
16 Class Member.

17 **Q. Class Counsel Attorneys' Fees and Costs**

18 Defendants will not oppose Class Counsel's application for an award of attorneys' fees
19 of up to nine hundred sixteen thousand six hundred sixty-six dollars (\$916,666), which is one-
20 third of the Gross Settlement Amount.

21 Defendants will not oppose Class Counsel's application for an award of their
22 reasonable litigation expenses and costs in an amount not to exceed \$25,000.

23 Class Counsel's Attorney's Fees and Class Counsel's Costs, as awarded by the Court,
24 shall be paid from the Gross Settlement Amount.

25 To the extent the Court does not approve any or the entire amount of Class Counsel's
26 Attorney's Fees or Class Counsel's Costs, it shall not affect the terms of the Parties' settlement
27 and any such unapproved amounts shall remain part of the Net Settlement Amount and shall
28 be distributed in accordance with the provisions of this Stipulation. Approval of the Settlement

1 by the Court shall not be contingent on approval of the amounts of Class Counsel's Attorney's
2 Fees or Class Counsel's Costs requested by Class Counsel.

3 Upon the payment of the Court-approved amount of Class Counsel's Attorneys' Fees
4 and Class Counsel's Costs, and except as otherwise provided by this Stipulation, Class
5 Counsel waives any claim to costs and attorneys' fees and expenses against Defendants arising
6 from or related to the Action, including but not limited to claims based on the California Labor
7 Code, the California Code of Civil Procedure, or any other statute or law. Provided, however,
8 nothing in this Agreement shall prevent Class Counsel from seeking additional fees for
9 enforcing the terms of this Stipulation.

10 **R. Service and Release Award to Representative Plaintiff**

11 The Representative Plaintiff's Service and Release Award as approved by the Court,
12 shall be paid from the Gross Settlement Amount.

13 The Representative Plaintiff shall be responsible for all portions of federal, state, and
14 local tax liabilities that may result from the payment of the Service and Release Award and
15 agrees that Defendants shall bear no responsibility for any such tax liabilities.

16 To the extent the Court does not approve any or all of the amount of the Service and
17 Release Award sought by the Representative Plaintiff, any amounts not awarded by the Court
18 will remain part of the Net Settlement Amount and will be distributed in accordance with the
19 terms of this Stipulation and the Parties agree that the Settlement shall remain binding with
20 such modification(s) and its terms will otherwise be unchanged.

21 **S. Taxes**

22 **1. Withholding and Reporting Requirements**

23 The Settlement Administrator shall be responsible for ensuring that all taxes required
24 to be withheld from the wage portions of each Settlement Class Member's individual
25 settlement payment, along with the Employer's Withholding Share, are timely paid to the
26 appropriate tax authorities. The Settlement Administrator's responsibilities in this regard will
27 also include the following: (a) filing all Federal, state, and local employment tax returns, tax
28 withholding returns, and any other tax returns associated with the taxes, (b) timely and proper

1 filing of all required Federal, state, and local information returns (e.g., 1099s, W-2s, etc.) with
2 the appropriate taxing authorities, and (c) completion of any other steps necessary for
3 compliance with any tax obligations of the settlement fund under Federal, state and/or local
4 law. To verify the Settlement Administrator's compliance with the foregoing withholding and
5 reporting requirements, as soon as administratively practicable, the Settlement Administrator
6 shall furnish Class Counsel and Defendants' Counsel with copies of all filed tax returns and
7 information returns (including all 1099 and W-2 information returns), and a final accounting
8 adequate to demonstrate full compliance with all tax withholding, payment and reporting
9 obligations.

10 **2. Circular 230 Disclaimer**

11 Each party to this Agreement (for purposes of this section, the "Acknowledging
12 Party"; and each party to this Agreement other than the Acknowledging Party, and "Other
13 Party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
14 communication or disclosure between or among the Parties or their attorneys and other
15 advisers, is or was intended to be, nor shall any such communication or disclosure constitute
16 or be construed or be relied upon as, tax advice within the meaning of United States Treasury
17 Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has
18 relied exclusively upon his, her, or its own, independent legal and tax advisers for advice
19 (including tax advice) in connection with this Agreement, (b) has not entered into this
20 Agreement based upon the recommendation of any other party or any attorney or advisor to
21 any other party, and (c) is not entitled to rely upon any communication or disclosure by any
22 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
23 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
24 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
25 (regardless of whether such limitation is legally binding) upon disclosure by the
26 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
27 transaction contemplated by this Agreement.

28 //

1 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

2 **A. No Admission of Liability**

3 Neither the acceptance nor the performance by Defendants of the terms of this
4 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,
5 construed as, or deemed a precedent or an admission by Defendants of the truth or merit of
6 any allegations in the original Complaint or First Amended Complaint, or that they have any
7 liability to the Representative Plaintiff or the Class Members on their claims. Defendants deny
8 that they have engaged in any unlawful activity, have failed to comply with the law in any
9 respect, or have any liability to anyone under the claims asserted in the Action. Defendants
10 enter this Agreement solely for the purpose of compromising highly disputed claims, that
11 further litigation of the Action would be protracted and expensive, and that a resolution as set
12 forth herein would limit further expense, inconvenience, and distraction including to its
13 business operations and personnel.

14 **B. Nullification**

15 In the event that the Court does not approve the Settlement in accordance with this
16 Stipulation, the Parties agree to negotiate in good faith to resolve any issues raised by the
17 Court and amend this Stipulation to obtain Court approval of the Settlement. However, if,
18 after a good faith effort to resolve any issues, the Court for any reason does not approve this
19 Settlement, this Stipulation shall be null and void and all Parties to this Settlement shall stand
20 in the same position, without prejudice, as if the Settlement had been neither entered into nor
21 filed with the Court.

22 **VI. RELEASE**

23 **A. Settlement Class Member Release**

24 It is the desire of the Representative Plaintiff, Class Members (except those who
25 exclude themselves from the Settlement), and Defendants to fully, finally, and forever settle,
26 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order and
27 Judgment and Defendants' payment of the Gross Settlement Amount and Employer's
28 Withholding Share, and except as to such rights or claims as may be created by this Settlement

1 Agreement, the Settlement Class Members, on behalf of themselves, and each of their heirs,
2 representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation
3 of the final judgment shall have, fully released and discharged the Released Parties from any
4 and all Released Claims that accrued during the Class Period.

5 **B. PAGA Employee Release**

6 Regardless of whether they submitted a valid Request for Exclusion, all PAGA
7 Employees shall fully, finally, and forever settle, compromise, and discharge the PAGA
8 Released Claims. Upon entry of the Final Approval Order and Judgment and Defendants'
9 payment of the Gross Settlement Amount, and except as to such rights or claims as may be
10 created by this Settlement Agreement, all PAGA Employees, on behalf of themselves, and
11 each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to
12 have, and by operation of the final judgment shall have, fully released and discharged the
13 Released Parties from any and all PAGA Released Claims arising during the PAGA Period.

14 **VII. RELEASE BY THE REPRESENTATIVE PLAINTIFF**

15 Upon entry of the Final Approval Order and Judgment and Defendants' payment of
16 the Gross Settlement Amount and Employer's Withholding Share, and except as to such rights
17 or claims as may be created by this Settlement Agreement, the Representative Plaintiff fully
18 releases and forever discharges Defendants and the Released Parties, and its/their respective
19 present and former officers, directors, employees, shareholders, members, agents, trustees,
20 representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates,
21 predecessors, successors, assigns, and any individual or entity that could be jointly liable with
22 Defendants, from any and all claims, causes of action, damages, wages, benefits, expenses,
23 penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of
24 relief or remedy in law, equity, or whatever kind or nature, whether known or unknown,
25 suspected or unsuspected that arise from or are related to Plaintiff's employment by
26 Defendants or the Action, including but not limited to (1) all Released Claims, (2) the Action
27 and any claims arising out of or related to the Action, (3) any claims under federal, state or
28 local law for or relating to wages, benefits, compensation, vacation or other paid time off, and

1 claims for liquidated damages, penalties, or costs and fees associated therewith, including
2 under the California Labor Code including PAGA or applicable wage order(s), (4) wrongful
3 termination, discrimination, harassment, and/or retaliation, including under the California Fair
4 Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical
5 Leave Act, the California Family Rights Act, the Americans with Disabilities Act, the Equal
6 Pay Act, the California Labor Code, the California Government Code, (5) any act, omission,
7 or occurrence or claim arising out of or related to the Action or Plaintiff's employment or
8 termination thereof with Defendants taking place on or before the Effective Date of the
9 Settlement, and (6) and any other form of relief or remedy of any kind, nature, or description
10 whatsoever, whether premised on statute, contract, tort, or other theory of liability under state,
11 federal, or local law. Provided, however, this release shall not include any claims for workers'
12 compensation benefits or other claims that cannot be released as a matter of law.

13 The Representative Plaintiff hereby agrees that, notwithstanding section 1542 of the
14 California Civil Code ("Section 1542"), all claims that the Representative Plaintiff may have,
15 known or unknown, suspected or unsuspected, are hereby released as of the Effective Date.
16 Section 1542 provides:

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

22 The Representative Plaintiff expressly waives the provisions of Section 1542 with full
23 knowledge and with the specific intent to release all known or unknown, suspected or
24 unsuspected, claims arising on or before the Effective Date of the Settlement, and therefore
25 specifically waives the provisions of any statute, rule, decision, or other source of law of the
26 United States or of any state of the United States or any subdivision of a state which prevents
27 release of unknown claims.

28 **VIII. PUBLICITY**

Pending the filing of Plaintiff's motion for preliminary approval of this Settlement, the
parties agree to keep the terms of this settlement confidential. Any communication about the

1 Settlement to Class Members prior to filing Plaintiff's motion for preliminary approval will
2 be limited to a statement that a settlement has been reached and the details will be
3 communicated in a forthcoming Court approved notice. Additionally, Plaintiff and Class
4 Counsel will not encourage class members to opt out, and will not publicize the terms of this
5 Agreement or the Settlement Agreement with the media, including but not limited to,
6 newspapers, magazines, or websites.

7 **IX. MISCELLANEOUS PROVISIONS**

8 **A. Amendments**

9 This Settlement Agreement may only be modified or changed by a writing signed by
10 the Parties hereto or by their counsel.

11 **B. Integrated Agreement**

12 After this Stipulation is signed and delivered by all Parties to the Action and their
13 counsel, this Stipulation and its exhibits will constitute the entire agreement between the
14 Parties to the Action relating to the Settlement, and it will then be deemed that no oral
15 representations, warranties, covenants, or inducements have been made to any Party
16 concerning this Stipulation or its exhibits other than the representations, warranties,
17 covenants, and inducements expressly stated in this Stipulation and its exhibits.

18 **C. No Inducements**

19 The Parties acknowledge that they are entering into this Agreement as a free and
20 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever
21 and that neither Plaintiff nor Defendants have relied on any promises, representations, or
22 warranties regarding the subject matter hereof other than as set forth in this Stipulation.

23 **D. No Prior Assignment**

24 The Parties hereto represent, covenant, and warrant that they have not directly or
25 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
26 any person or entity any portion of any liability, claim, demand, action, cause of action, or
27 rights herein released and discharged except as set forth herein.

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1 **E. No Retaliation or Advice**

2 Defendants agree not to retaliate against any Class Member, and Defendants will not
3 induce or offer any advice to any current or former employee to opt out of, or object to, the
4 Settlement.

5 **F. Attorney's Fees**

6 To the extent that any Party institutes any legal action, arbitration, or other proceeding
7 to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their
8 reasonable attorneys' fees and costs from the other Party or Parties.

9 **G. Applicable Law**

10 All terms and conditions of this Stipulation and its exhibits will be governed by and
11 interpreted according to the laws of the State of California, without giving effect to any
12 conflict of law principles or choice of law principles.

13 **H. Entry of Judgment Pursuant to Terms of Settlement**

14 The Parties agree that upon the Settlement of this case, the Court may enter judgment
15 pursuant to the terms of this Settlement and specifying the Gross Settlement Amount. The
16 Court will retain jurisdiction over the Parties to enforce the Settlement until performance in
17 full of the terms of the Settlement.

18 **I. Notices**

19 All notices, requests, demands and other communications required or permitted to be
20 given pursuant to this Agreement shall be in writing, and shall be delivered personally or by
21 first class mail to Class Counsel or Defendants' Counsel at their respective addresses as set
22 forth at the beginning of this Agreement or at any new address as to which counsel have
23 advised the Court and the other Parties.

24 **J. Binding on Successors**

25 This Agreement shall be binding and shall inure to the benefit of the Parties to the
26 Action and their respective successors, assigns, executors, administrators, heirs, and legal
27 representatives.

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1 **K. Counterparts**

2 This Stipulation, and any amendments hereto, may be executed in any number of
3 counterparts, each of which when executed and delivered shall be deemed to be an original
4 and all of which taken together shall constitute the same instrument.

5 **L. Warranties and Representations**

6 With respect to themselves, each of the Parties to this Action and or their agent or
7 counsel represents, covenants, and warrants that they have full power and authority to enter
8 into and consummate all transactions contemplated by this Stipulation and have duly
9 authorized the execution, delivery, and performance of this Stipulation.

10 **M. Representation by Counsel**

11 The Parties to this Action acknowledge that they have been represented by counsel
12 throughout all negotiations that preceded the execution of this Stipulation, and that this
13 Stipulation has been executed with the consent and advice of counsel.

14 **N. Signatories**

15 It is agreed that because the Class Members are so numerous, it is impossible or
16 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
17 will advise all Class Members of the binding nature of the release, and the release shall have
18 the same force and effect as if this Stipulation was executed by each member of the Settlement
19 Class.

20 **O. Interim Stay of Proceedings**

21 The Parties agree to stay all proceedings in the Action, subject to necessary compliance
22 with the Court's orders, except such proceedings necessary to implement and complete the
23 Settlement, in abeyance pending the Final Approval Hearing to be conducted by the Court.

24 //

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1 **P. Invalidity of Any Provision**

2 Before declaring any term or provision of this Stipulation invalid, the Parties request
3 that the Court first attempt to construe the terms or provisions valid to the fullest extent
4 possible consistent with applicable precedents so as to define all provisions of this Stipulation
5 as valid and enforceable.

6 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
7 TERMS:

8
9 Dated: _____

Plaintiff Javier Santiago

10
11 Dated: 5/4/22

Univar Solutions, Inc. and Univar Solutions
USA, Inc.

By: Noelle Perkins

Its: Secretary

15 Approved as to form:

LITTLER MENDELSON, P.C.

16 Dated: 5/9/22

17
18
19 By: _____


Rebecca Aragon
Attorneys for Defendants Univar Solutions,
Inc. and Univar Solutions USA, Inc.

22 Dated: _____

GUNDZIK GUNDZIK HEEGER LLP

25 By: _____
Rebecca G. Gundzik
Attorney for Plaintiff Javier Santiago,
individually and on behalf of all others situated
26 similarly
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Dated: 4/21/2022

SHIMODA LAW CORP.

By: *Galen Shimoda*
Galen Shimoda
Attorney for Plaintiff Javier Santiago,
individually and on behalf of all others situated
similalry

Exhibit A

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

Santiago v. Univar Solutions, Inc., et al., Los Angeles Superior Court Case No. 21STCV25600

If you have been employed in California by Univar Solutions Inc. or Univar Solutions USA Inc. as a non-exempt employee, you may be entitled to receive money from a class action settlement.

*The Los Angeles County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for Univar Solutions Inc. and/or Univar Solutions USA Inc. (“Defendants” or “Univar”) in California during the Class Period (July 14, 2017, through June 22, 2022). A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department 1 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [45 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Defendants, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Univar’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for Univar in California between July 14, 2017, and June 22, 2022. You are receiving this notice because, according to Univar’s records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

A former employee of Univar filed a class action against Univar in the Los Angeles Superior Court. The case is called *Santiago v. Univar Solutions, Inc., et al.*, Case No. 21STCV25600 (the “Action”). The Action alleges that Plaintiff and other the non-exempt employees of Defendants were not paid for all of their work, were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, were not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these facts and others, Plaintiff’s First Amended Complaint alleges causes of action for: (1) failure to pay for all time worked; (2) failure to pay overtime; (3) failure to provide meal and rest breaks; (4) failure to provide accurate wage statements; (5) failure to reimburse necessary expenditures; (6) violation of the Unfair Practices Act; (7) failure to pay all wages owed at termination; (8) failure to comply with employee request for records; and (9) recovery of civil penalties under PAGA.

Univar denies all of Plaintiff’s allegations and denies any wrongdoing. Among other things, Univar contends that all employees have been properly compensated and that Univar complied with all applicable laws.

FOR MORE INFORMATION CALL 1-800-_____.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by Univar. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2022 at _____.m. (the “Final Approval Hearing”).

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiff and the class (“Class Counsel”) are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Galen Shimoda Shimoda Law Corp. 9401 E. Stockton Blvd., Suite 200 Elk Grove, CA 95624 Telephone: (916) 525-0716 Facsimile: (916) 760-3733
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Attorneys representing Univar are:

Rebecca Aragon James Becerra Littler Mendelson, P.C. 633 West Fifth Street, 63 rd Floor, Los Angeles, CA 90017 Telephone: (213) 443-4300 Facsimile: (213) 443-4299

5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action And PAGA Settlement (“Settlement Agreement”), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: [www._____](#).

Univar has agreed to pay \$2,750,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys’ fees and costs, a service and release award to the Plaintiff, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$1,688,334, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys’ Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$916,666 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys’ fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award in an amount not to exceed \$10,000, in addition to the amount he will receive as a member of the class and/or as a PAGA Employee, to compensate him for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to Univar. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

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(c) Settlement Administration Costs: The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$10,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payments for PAGA Penalties: Subject to the Court's approval, a total of \$100,000 will be deducted from the Gross Settlement Amount and allocated to settle allegations that Defendants owe penalties to the state for alleged violations of the California Labor Code. Of this amount, \$75,000 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other 25%, which is \$25,000, will be distributed to class members who worked for Univar at any time during the PAGA Period, which is from July 14, 2020, through June 22, 2022 ("PAGA Employees"). Each PAGA Employee's portion of the \$25,000 in penalties will be calculated by dividing the individual's number of pay periods during the PAGA Period by the total number of pay periods worked during the PAGA Period by all Class Members and multiplying the resulting fraction by \$25,000.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by 70% of the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for Defendants during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Univar's records, you worked a total of ___ qualifying workweeks during the Class Period as a Class Member.. Univar's records also show that you worked a total of ___ pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$_____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, your Class settlement payment will be considered one-third as wages, to be reported as W-2 income, to be reported on a W-2 form, one-third as interest and one-third as penalties and reimbursement, which will both be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Amount will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release Univar and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all causes of action and factual or legal theories arising during the Class Period that were

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alleged in the Complaint or could have been alleged from the factual or legal theories alleged in the Complaint, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The Release Period for the Released Claims shall be the Class Period.

B. Release by Class Members who worked for Univar During the PAGA Period.

If you worked for Univar at any time from July 14, 2021 through June 22, 2022, you will receive a payment that is your share of the PAGA Employee Portion and you will release Univar and all of its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from any and all PAGA claims, causes of action and legal theories for recovery of civil penalties asserted in the Complaint or Plaintiff's July 13, 2021 letter to California's Labor and Workforce Development Agency ("PAGA Letter"), as well as PAGA claims, causes of action and legal theories that could have been asserted in the Complaint or PAGA Letter that are based upon the same or similar facts, allegations and/or claims, including, without limitation, PAGA claims for violations of or based on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194.2, 1197, 1197.1, and 2802. PAGA Employees shall not waive section 1542 of the California Civil Code, which occurred during the PAGA Period. You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks or pay periods attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **[45 days from mailing]**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[45 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion

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that do not include all required information, or that are not postmarked on or before **[45 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Univar.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for Univar at any time between July 14, 2021, and June 22, 2022, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objection to the Settlement Administrator at the address specified in Section 12 below. The deadline to postmark your objection is **[45 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

(e) You Can Attend the Final Approval Hearing

Regardless of which option you choose, you may attend the Final Approval Hearing and address the Court regarding the proposed settlement. Information about the Final Approval Hearing is contained in section 10 of this Notice.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2022 at _____.m., in Department 1 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www._____](http://www._____.) or you may contact the Settlement Administrator as follows:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: 1-800-523-5773

FOR MORE INFORMATION CALL 1-800-_____.

Facsimile: 949-209-2503
Email: Notice@phoenixclassaction.com
Website: _____

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, effective Monday, April 4, 2022, face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance.

IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.