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15 and on behalf of all others similarly situated
16 and as a representative of aggrieved employees

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

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

21 Plaintiff,

22 vs.

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

27 Defendants.

Case No.: 21STCV25600
Assigned for all purposes to Hon.
Stuart M. Rice, SSC-1

[PROPOSED] JUDGMENT

Date: February 6, 2023
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: July 13, 2021

28 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Judgment is entered in favor of Plaintiff Javier Santiago (“Representative Plaintiff” of “Plaintiff”) and against Defendants Univar Solutions Inc. and Univar Solutions USA, Inc. (“Defendants” or collectively “Univar”) in the amount of \$2,750,000, plus the

1 employer's share of payroll taxes, which is to be distributed as set forth in the Order
2 Granting Final Approval of Class Action and PAGA Settlement.

3 2. The Class in this action is defined and consists of all individuals who were
4 employed by Defendants in California as non-exempt employees during the Class Period
5 (July 13, 2017, through June 22, 2022).

6 3. No class members opted out of the Settlement and therefore all Class
7 Members are bound by this Judgment.

8 4. Pursuant to the terms of the Settlement Agreement (Paragraph VI), upon the
9 receipt by the Settlement Administer of the gross settlement amount of \$2,750,000 and
10 Employee Withholding Share from Defendants, all Class Members are deemed to have
11 released Defendants and their past, present and/or future officers, directors, members,
12 managers, employees, agents, representatives, attorneys, insurers, partners, investors,
13 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
14 predecessors, successors, assigns, and joint venturers, with the exception of Nexeo
15 Solutions, Inc., from all causes of action and factual or legal theories arising during the
16 Class Period that were alleged in the Complaint or could have been alleged based on the
17 facts alleged in the Complaint, including all damages, penalties, interest and other amounts
18 recoverable under said claims, causes of action or legal theories of relief, but only as to the
19 Released Claims and PAGA Released Claims. Class Members shall not waive section 1542
20 of the California Civil Code. Provided, however, that the forgoing release does not include
21 any claims arising during periods in which a Class Member was employed by Nexeo
22 Solutions, Inc. The time period governing these Released Claims shall be July 13, 2017
23 through June 22, 2022. Provided, however, the Released Claims shall not include the claims
24 released by PAGA Employees, which are defined separately below.

25 5. Upon the receipt by the Settlement Administer of the gross settlement amount
26 of \$2,750,000 and other amounts due, as specified in the Order, from Defendants, all PAGA
27 Employees will be deemed to have released Defendants and their past, present and/or future
28 officers, directors, members, managers, employees, agents, representatives, attorneys,

1 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
2 affiliates, divisions, predecessors, successors, assigns, and joint venturers, with the
3 exception of Nexeo Solutions, Inc., from any and all PAGA claims, causes of action and
4 legal theories for recovery of civil penalties asserted in the Complaint or Plaintiff's July 13,
5 2021 letter submitted to California's Labor and Workforce Development Agency ("PAGA
6 Letter"), as well as PAGA claims, causes of action and legal theories that could have been
7 asserted in the Complaint or PAGA Letter that are based upon the same or similar facts,
8 allegations and/or claims, including, without limitation, PAGA claims for violations of or
9 based on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3,
10 226.7, 510, 512, 558, 1194.2, 1197, 1197.1, and 2802. PAGA Employees shall not waive
11 section 1542 of the California Civil Code. Provided, however, that the forgoing release does
12 not include any claims arising during periods in which a PAGA Employee was employed by
13 Nexeo Solutions, Inc. The Release Period for the PAGA Released Claims is July 13, 2020,
14 through June 22, 2022.

15 6. Without affecting the finality of this Judgment, the Court retains exclusive
16 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
17 interpreting and enforcing the terms of its Order granting Final Approval of the Settlement
18 Agreement, and in order to conduct further hearing(s) on certification of distribution
19 procedures.

20
21 Dated: _____

Hon. Stuart M. Rice

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On January 6, 2023, I served the following document described as

- **[PROPOSED] JUDGMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on January 6, 2023, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Santiago, et al. v. Univar Solutions Inc., et al.**

Case Info: **21STCV25600, Los Angeles Superior Court**

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The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.