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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.
Stuart M. Rice, SSC-1*

**[PROPOSED] ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

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

Complaint Filed: July 13, 2021

The Court, having considered the Motion for final approval of the settlement of this
matter pursuant to the First Amended Stipulation of Class Action and PAGA Settlement (the
“Settlement Agreement” or “Stipulation”), having granted preliminary approval on August
26, 2022, having directed that notice be given to all Class Members of preliminary approval

1 of the Settlement Agreement and the final approval hearing and the right to be excluded
2 from or object to the settlement, having read and considered all of the papers of the parties
3 and their counsel, and having received no objections to the settlement, and good cause
4 appearing therefor,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

6 1. The Motion for Final Approval of the settlement is granted;

7 2. The parties to this action are Plaintiff Javier Santiago

8 (“Representative Plaintiff” of “Plaintiff”) and Defendants Univar Solutions Inc. and
9 Univar Solutions USA, Inc. (“Defendants” or collectively “Univar”).

10 3. After participating in an arms’ length mediation, Plaintiff and Defendants
11 have agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to
12 represent. Other than as modified by this Order, the terms of the proposed settlement are
13 fully set forth in the First Amended Stipulation of Class Action and PAGA Settlement (the
14 “Settlement Agreement” or “Stipulation”) attached as Exhibit 1 to the Declaration of Aaron
15 Gundzik in Support of the Motion for Final Approval of Class Action and PAGA
16 Settlement.

17 4. This Court has jurisdiction over the subject matter of this action (the
18 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
19 Class Members.

20 5. The terms used in this Order have the meaning assigned to them in the
21 parties’ Settlement Agreement, except to the extent they are supplemented by this Order.

22 6. The Court finds that the Settlement Class consists of all individuals who were
23 employed by Defendants in California as non-exempt employees during the Class Period
24 (July 13, 2017, through June 22, 2022).

25 7. The Settlement Class Period shall begin on July 13, 2017 and end on June 22,
26 2022.

27 8. PAGA Employee means a member of the Class who was employed by
28 Defendants at any time during the PAGA Period (July 13, 2020, through June 22, 2022).

1 9. Released Claims, as set forth in the Settlement Agreement, ¶ II.GG, is hereby
2 modified and means:

3 “all causes of action and factual or legal theories arising during the Class Period that
4 were alleged in the Complaint or could have been alleged based on the facts alleged
5 in the Complaint, including all damages, penalties, interest and other amounts
6 recoverable under said claims, causes of action or legal theories of relief. Class
7 Members shall not waive section 1542 of the California Civil Code. Provided,
8 however, that the forgoing release does not include any claims arising during periods
9 in which a Class Member was employed by Nexeo Solutions, Inc.”

10 10. Released Parties as set forth in the Settlement Agreement, ¶ II.HH, is hereby
11 modified and means:

12 “Defendants and their past, present and/or future officers, directors, members,
13 managers, employees, agents, representatives, attorneys, insurers, partners, investors,
14 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
15 predecessors, successors, assigns, and joint venturers, but only as to the Released
16 Claims and PAGA Released Claims. Provided, however, that Released Parties does
17 not include Nexeo Solutions, Inc.”

18 11. PAGA Employee Release means as set forth in the Settlement Agreement, ¶
19 VI.B, is hereby modified and means:

20 “Regardless of whether they submitted a valid Request for Exclusion, all PAGA
21 Employees shall fully, finally, and forever settle, compromise, and discharge the
22 PAGA Released Claims. Upon entry of the Final Approval Order and Judgment and
23 Defendants’ payment of the Gross Settlement Amount, and except as to such rights
24 or claims as may be created by this Settlement Agreement, all PAGA Employees, on
25 behalf of themselves, and each of their heirs, representatives, successors, assigns,
26 and attorneys, shall be deemed to have, and by operation of the final judgment shall
27 have, fully released and discharged the Released Parties from any and all PAGA
28 Released Claims arising during the PAGA Period. Provided, however, that the

1 forgoing release does not include any claims arising during periods in which a
2 PAGA Employee was employed by Nexeo Solutions, Inc.”

3 12. PAGA Released Claims as set forth in the Settlement Agreement, ¶ II.BB, is
4 hereby modified and means:

5 any and all PAGA claims, causes of action and legal theories for recovery of civil
6 penalties asserted in the Complaint or Plaintiff’s July 13, 2021 letter submitted to
7 California’s Labor and Workforce Development Agency (“PAGA Letter”), as well
8 as PAGA claims, causes of action and legal theories that could have been asserted in
9 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
11 of or based on the following California Labor Code sections: 201, 202, 203, 204,
12 226, 226.3, 226.7, 510, 512, 558, 1194.2, 1197, 1197.1, and 2802. PAGA Employees
13 shall not waive section 1542 of the California Civil Code. Provided, however, that
14 the forgoing release does not include any claims arising during periods in which a
15 PAGA Employee was employed by Nexeo Solutions, Inc.

16 13. Representative Plaintiff’s Release as set forth in the Settlement Agreement, ¶
17 VII., is hereby modified and means:

18 “Upon entry of the Final Approval Order and Judgment and Defendants’ payment of
19 the Gross Settlement Amount and Employer’s Withholding Share, and except as to
20 such rights or claims as may be created by this Settlement Agreement, the
21 Representative Plaintiff fully releases and forever discharges Defendants and the
22 Released Parties, and its/their respective present and former officers, directors,
23 employees, shareholders, members, agents, trustees, representatives, attorneys,
24 insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors,
25 assigns, and any individual or entity that could be jointly liable with Defendants,
26 except for Nexeo Solutions, Inc., from any and all claims, causes of action, damages,
27 wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney’s
28 fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or

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

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

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

28 The Representative Plaintiff expressly waives the provisions of Section 1542 with full
knowledge and with the specific intent to release all known or unknown, suspected or
unsuspected, claims arising on or before the Effective Date of the Settlement, and

1 therefore specifically waives the provisions of any statute, rule, decision, or other
2 source of law of the United States or of any state of the United States or any
3 subdivision of a state which prevents release of unknown claims. Provided, however,
4 that claims arising during periods in which Plaintiff was employed by Nexeo
5 Solutions, Inc. are excluded from this release”

6 14. In settlement, Defendants will pay the gross amount of \$2,750,000, plus the
7 employer’s share of all required payroll tax deductions. From this gross amount, the parties
8 propose to deduct \$10,000 in fees to be paid to the Settlement Administrator, a Service and
9 Release Payment to the Representative Plaintiff in the amount of \$10,000, \$75,000 to the
10 California Labor and Workforce Development Agency, \$25,000 to the PAGA Employees,
11 Class Counsel’s costs of \$15,150.35, and Class Counsel’s attorneys’ fees of \$916,666,
12 which is justified in light of the benefit to the Class.

13 15. The amount remaining, after deductions approved by the Court, will be
14 distributed to Settlement Class Members based on the number of Qualifying Workweeks
15 each Settlement Class Member was employed by Defendants during the Class Period.

16 16. No Class Members filed requests to be excluded from the settlement.
17 Therefore, all members of the Settlement Class will receive a settlement payment and be
18 bound by the releases and Judgment.

19 17. Neither the settlement, nor any of the terms set forth in the Settlement
20 Agreement, constitute any admission by Defendants, or any of the other Released Parties, of
21 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
22 Order constitute a finding by the Court of the validity of any of the claims alleged in the
23 Action, or of any liability of Defendants or any of the other Released Parties.

24 18. The Court finds that the Notice of Proposed Class Action Settlement (“Notice
25 of Settlement”) has been mailed to all Class Members as previously ordered by the Court,
26 and that such Notice of Settlement fairly and adequately described the terms of the proposed
27 Settlement Agreement, the manner in which the Class Members could object to or
28 participate in the settlement, and the manner in which Class Members could opt out of the

1 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
2 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
3 3.769, due process and all other applicable laws. The Court further finds that a full and fair
4 opportunity has been afforded to Class Members to participate in the proceedings convened
5 to determine whether the proposed Settlement Agreement should be given final approval.

6 19. The Court finally approves of the distribution of the Net Settlement Amount
7 to the Settlement Class Members. Settlement Class Members are not required to submit a
8 claim form in order to receive payment. Rather, the gross amount paid to each Settlement
9 Class Member will be based on the number of qualifying workweeks (as defined in the
10 Settlement Agreement) each Settlement Class member worked for Defendants during the
11 Class Period.

12 20. The Court finds that the Settlement Agreement is fair, reasonable and
13 adequate as to the Settlement Class, the named Plaintiff and Defendants, and is the product
14 of good faith, arms' length negotiations between the parties, and further, that the Settlement
15 Agreement is consistent with public policy, and fully complies with all applicable provisions
16 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
17 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
18 \$2,750,000 ("Gross Settlement Amount"), plus the payment of the employer's share of all
19 applicable payroll taxes and fees, as follows:

20 a. The Court approves of the payment of Settlement Administration Costs of
21 \$10,000 to Phoenix Settlement Administrators.

22 b. The Court approves of a Service and Release Payment in the amount of
23 \$10,000 to Representative Plaintiff Javier Santiago, as payment for his time and efforts in
24 pursuing this Action, for the risks he has undertaken, and as additional compensation for the
25 expanded release he is providing;

26 c. The Court approves of Class Counsel's attorneys' fees request of \$916,666,
27 which is one-third of the Gross Settlement Amount, finding that it is reasonable in light of
28

1 the benefit provided to the Class, to be distributed pursuant to the provisions of Paragraph
2 21 of this Order;

3 d. The Court approves of Class Counsel's request for reimbursement of
4 litigation costs and expenses in the amount of \$15,150.35;

5 e. The Court approves of a payment to the Labor and Workforce Development
6 Agency ("LWDA") in the amount of \$75,000 and a payment of \$25,000 to the PAGA
7 Employees (to be distributed based on the number of weeks that they worked during the
8 PAGA Period) in settlement of claims under the California Labor Code Private Attorneys
9 General Act ("PAGA");

10 f. The Court approves of payment of the remainder of the Gross Settlement
11 Amount (the "Net Settlement Amount"), approximately \$1,698,184, to the Settlement Class
12 Members who have not opted out of the settlement, pursuant to the terms of the Stipulation
13 of Class Action Settlement, Paragraph IV(L), and that all settlement payments be deemed
14 one-third wages, to be reported on a W-2 form, one-third penalties and one-third interest.

15 g. If a Settlement Class Member's settlement check(s) is not cashed within 180
16 days of issuance, it shall be voided and the funds from all such uncashed checks shall be
17 sent to the California State Controller as unclaimed property in the name of the Settlement
18 Class Member.

19 21. The Court approves of the following implementation schedule for further
20 proceedings:

21 • Settlement Effective Date: Pursuant to Section II(N) of the Settlement
22 Agreement, the Effective Date is the date of entry of this "Final Approval Order," as there
23 have been no objections to the settlement.

24 • Deadline for Defendants to deliver the Gross Settlement Amount of
25 \$2,750,000, plus the employer's share of withholding taxes to the Settlement Administrator:
26 Within fourteen (14) court days after the Effective Date.

27 • Mailing of Payments to Class Members: Within ten (10) days of Defendants'
28 deposit of the Gross Settlement Amount with the Settlement Administrator.

- Payment to Class Representative: Within ten (10) days of Defendants' deposit of the Gross Settlement Amount.
- Payment to Class Counsel of Class Counsel's attorneys' fees and Class Counsel's costs: Within ten (10) days of Defendants' deposit of the Gross Settlement Amount.
- Payment to the Settlement Administrator: Within ten (10) days of Defendants' deposit of the Gross Settlement Amount.
- Final Report from Settlement Administrator: After final distribution of Net Settlement Fund.

22. A compliance hearing is set for _____. If a satisfactory compliance status report is filed at least 5 court days before the compliance hearing, no appearances will be required.

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] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

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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