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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 DOES 1
26 through 25,

27 Defendants.

Case No.: 21STCV25600

*Assigned for all purposes to Hon. Stuart
M. Rice, SSC-1*

**DECLARATION OF AARON C.
GUNDZIK IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: February 6, 2023

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: July 13, 2021

1 I, Aaron C. Gundzik, declare as follows:

2 1. I am a partner at Gundzik Gundzik Heeger LLP, co-counsel for Plaintiff
3 Javier Santiago. This Declaration is submitted in support of Plaintiff's Motion for Final
4 Approval of Class Action Settlement.

5 2. I am admitted to practice law in the state of California. I have personal
6 knowledge of the matters set forth herein, and, if called as a witness, could competently
7 testify thereto.

8 3. I am familiar with California law governing wages owed to employees,
9 including but not limited to California Labor Code Sections 201, 202, 204, 226(a-c), 226.7,
10 510, 512(a), 1194-1198, 2802, 2698 *et seq.*, California Business and Profession Codes
11 17200 *et seq.*, and the Wage Orders of the Industrial Welfare Commission.

12 4. There are no conflicts that would prevent me from serving as Class Counsel
13 in this matter.

14 **Procedural Information**

15 5. Plaintiff Javier Santiago filed his initial complaint against Defendants Univar
16 Solutions Inc. and Univar Solutions USA, Inc. ("Defendants" or collectively "Univar") on
17 July 13, 2021.

18 6. On August 12, 2021, Univar removed the case to Federal District Court.
19 Although Plaintiff advised Defendants of his intention to seek a remand, Defendants agreed
20 to an early mediation before a remand motion was filed. The District Court refused to stay
21 the matter pending the mediation, and the parties eventually agreed to stipulate to remand
22 the case to this Court. On October 12, 2021, the District Court ordered the case remanded
23 and on November 2, 2021, this Court received the Remand Order and transmittal of the case
24 file.

25 7. Subsequent to the remand, on December 1, 2021 Plaintiff filed his First
26 Amended Complaint, which asserted causes of action for: (1) failure to pay wages; (2)
27 failure to pay overtime; (3) failure to provide meal and rest breaks; (4) inaccurate wage
28 statements; (5) failure to reimburse necessary expenditures; (6) violation of the Unfair

1 Practices Act; (7) failure to pay unpaid wages at separation; (8) failure to provide copies of
2 wage records; and (9) recovery of civil penalties under the California Labor Code Private
3 Attorneys' General Act ("PAGA").

4 **Investigation and Discovery Prior to Settlement**

5 8. Rebecca Gundzik and I, and our co-counsel Galen Shimoda, have been
6 directly involved in all aspects of this case on behalf of Plaintiff. In that regard, we have
7 extensively investigated Plaintiff's claims against Defendants. We have engaged in informal
8 discovery and reviewed and analyzed numerous pay documents, including records and
9 information produced by Defendants, and worked to develop information on potential
10 damages with our consultant. In connection with the mediation, Defendants produced
11 anonymized time and pay records for approximately 20% of the proposed class members,
12 including Plaintiff, as well as records for the PAGA Aggrieved Employees. We have
13 investigated and compiled publicly available information about Defendants and their
14 businesses and engaged in informal discovery in connection with the mediation, and
15 negotiated extensively with Defendants regarding the mediation, its scope, and the
16 information to be exchanged in connection with the mediation.

17 9. I also met and conferred extensively with Defendants' counsel regarding the
18 scope and type of additional documents and information Plaintiff was seeking in advance of
19 the mediation. As a result of these negotiations, Defendants provided additional information
20 including, the number of Class Members and PAGA Aggrieved Employees, total Class
21 Member work weeks, total PAGA Aggrieved Employee work weeks, the number of
22 separated Class Members, the number of separated PAGA Aggrieved Employees, the
23 number of wage statements issued to both the Class Members and the PAGA Aggrieved
24 Employees, the average hourly pay rates, and the number of Class Members in each position
25 and at each of Defendant's locations.

26 10. I and my litigation team have reviewed and analyzed the records and
27 information produced by Defendants together with the information provided by our client
28

1 and worked with a consultant to prepare an estimate of the damages incurred by the Class
2 and the PAGA Aggrieved Employees.

3 11. I and my co-counsel consulted with Plaintiff extensively in order to
4 investigate the facts before filing the Complaint and First Amended Complaint. We
5 continued to consult with him prior and subsequent to the mediation regarding the forgoing
6 issues. Mr. Santiago provided us with numerous details about his experience working for
7 Defendants. And he attended the mediation and was available the entire day to respond to
8 questions posed by the mediator.

9 12. Based upon our investigation, we made the following contentions: During the
10 Class Period Defendants have operated, among other things, a chemical sales and
11 distribution business in California. Plaintiff worked at Defendants' Fairfield, California
12 location from 2019 until April 2021 as a materials handler and lead foreman.

13 13. Plaintiff alleged that during the time that he worked for Univar, he was
14 regularly denied compliant meal and rest breaks and did not receive second meal breaks
15 although he worked many shifts that were over 10 hours (and was therefore entitled to a
16 second meal break for each of these shifts). He further alleged that when he was paid a meal
17 premium payment, these payments understated his regular rate of pay. He also alleged that
18 he was underpaid for his overtime work because Univar did not include all of his
19 compensation in calculating his overtime rate, but instead incorrectly utilized only his hourly
20 rate without including bonuses and other compensation paid to him. And he alleged that he
21 was not reimbursed for his mileage expenses. Finally, Plaintiff contended that the rounding
22 system employed by Univar was invalid.

23 14. Although many of the Class Members are covered by a collective bargaining
24 agreement ("CBA"), one of which provides for one hour meal periods, Plaintiff contended
25 that none of the CBAs alter the timing of the break or make any attempt to deprive
26 employees of their legally required meal breaks.

27 15. Plaintiff also contended that he had too much work to do during his shift that
28 he was expected to complete and therefore could rarely take rest breaks.

1 16. Pre-litigation, Plaintiff requested his time, pay and personnel records from
2 Defendants but did not receive them.

3 **Summary of Settlement Negotiations**

4 17. On March 22, 2022, I, Mr. Santiago, and our co-counsel, Galen Shimoda, as
5 well as Defendants and Defendants' counsel, attended a mediation session with Gig
6 Kyriacou. Mr. Kyriacou has substantial experience mediating wage and hour class actions
7 like this one. The case settled after a full day of negotiation pursuant to a mediator's
8 proposal. The settlement was negotiated at arms' length and was in no sense collusive.

9 18. I, Ms. Gundzik, our co-counsel and our client concluded, after taking into
10 account the sharply disputed factual and legal issues involved in the lawsuit, the risks
11 attending further prosecution, and the substantial benefits to be received pursuant to the
12 compromise and settlement of the action, that the settlement is in the best interests of the
13 Settlement Class and is fair and reasonable. We also considered the possibility that the Class
14 would not be certified and factored in the additional delay in recovery for Class Members if
15 the settlement were rejected and the case went to trial.

16 19. The terms of the Settlement were memorialized in the Stipulation of Class
17 and PAGA Settlement which was attached as Exhibit 1 to my declaration in support of
18 Plaintiff's Motion for Preliminary Approval, which was filed with the Court on May 25,
19 2022.

20 20. On July 7, 2022, the Court issued a Tentative Ruling on Plaintiff's Motion for
21 Preliminary Approval requesting that the parties make specific revisions to the settlement
22 agreement and the class notice. On July 11, 2022, the Court issued a Minute Order and
23 continued the hearing on Plaintiff's motion to August 26, 2022, to provide the parties
24 sufficient time to make the revisions to the settlement requested by the Court.

25 21. On July 29, 2022, my partner, Rebecca Gundzik, filed a supplemental
26 declaration which attached as Exhibit 2 the parties' First Amended Stipulation of Class
27 Action and PAGA Settlement (hereafter referred to as the "Settlement Agreement"), which
28

1 is attached hereto as **Exhibit 1**. The revised class notice is attached as Exhibit A to the
2 Settlement Agreement.

3 22. Pursuant to the terms of the proposed settlement, Defendants will pay a Gross
4 Settlement Amount (GSA) of \$2,750,000, plus the employer's share of withholding taxes.
5 After proposed deductions, as approved by the Court, the Net Settlement Amount will be
6 approximately \$1,698,184, all of which will be available to distribute to settlement Class
7 members. The parties propose making the following payments from the GSA:

8 (a) Settlement Administration costs of \$10,000;

9 (b) a Service and Release Award to Representative Plaintiff Javier Santiago
10 in the amount of \$10,000;

11 (c) Class Counsel's Attorneys' Fees not to exceed one-third of the GSA, in
12 the amount of \$916,666;

13 (d) Class Counsel's actual litigation costs and expenses in the amount of
14 \$15,150.35; and

15 (e) An allocation of \$100,000 to Plaintiff's PAGA claims (the "PAGA
16 Amount"), seventy-five percent (75%) of which will be paid to the
17 California Labor and Workforce Development Agency (the "LWDA
18 Payment"), and the remaining twenty-five percent (25%) of which will be
19 distributed to the PAGA Employees. See Ex. 1, ¶ I.E.

20 The remaining Net Settlement Amount of \$1,698,184 will be distributed to the settlement
21 Class Members according to the formula in the Settlement Agreement. See Ex. 1, ¶ I.F.

22 23. As compensation for his efforts, the Settlement Agreement provides that a
23 Class Representative Service and Release Award in the amount of \$10,000 will be requested
24 for the representative Plaintiff, Javier Santiago. This award is in recognition of the
25 significant time Mr. Santiago expended pursuing this action and assisting our efforts with the
26 case, and in recognition of the expanded general release that he is required to provide, as
27 part of the Settlement. Mr. Santiago spent a great deal of time consulting with us in order to
28 investigate the facts before we filed the Complaint and amended pleadings and consulted

1 with us extensively prior and subsequent to the mediation. He provided us with numerous
2 details about his experience working for Defendants and missed work to attend the
3 mediation. Mr. Santiago contributed a substantial amount of time meeting with us,
4 reviewing documents, producing documents, attending the mediation, monitoring the
5 progress of the litigation with counsel, and reviewing and signing the Memorandum of
6 Understanding, and the two Settlement Agreements. Plaintiff's presence at the mediation
7 was invaluable, as he was able to provide us a great deal of additional information that was
8 extremely helpful for our negotiations. As an additional requirement to receiving the
9 proposed Class Representative Service and Release Award, Plaintiff is required to sign a
10 broad general release which includes a waiver of Section 1542 of the California Civil Code.

11 **Analysis of Value of Claims**

12 24. The First Cause of Action is for failure to pay for all hours worked. This
13 claim was based on (1) information provided to us by Plaintiff that he was required to work
14 at times that he was not clocked in and not on his lunch break, and (2) the impact of
15 Univar's rounding system. Based on the sample records provided to us, we calculated that
16 due to Univar's rounding timekeeping system, Class Members were not paid for nearly
17 6,000 hours that they worked. This does not include time that employees were unpaid for the
18 time they worked during missed lunches and meal breaks. Based on the time and wage
19 records we reviewed, I estimate that Class Members, on average, worked a total of about
20 177,000 shifts in which they were underpaid due to rounding. I therefore determined that the
21 maximum amount of this claim is \$260,000. Because of the lack of documentary evidence
22 for a portion of this amount and the possibility that Defendants could successfully contend
23 that their rounding system was balanced and resulted in overpayments as well as
24 underpayments, that there are manageability issues, and that individualized issues exist as to
25 the employees who are covered by a CBA, I determined that the minimum value of this
26 claim is \$0.

27 25. The Second Cause of Action is for failure to pay overtime. This claim was
28 based on Defendants' policy of using employees' hourly rate instead of their regular rate of

1 pay in calculating employee overtime rates. Class Members who received bonuses suffered a
2 violation of Labor Code section 510 because their overtime compensation was not paid at
3 one and one half (or two times) the applicable regular rate of pay, as the regular rate does
4 not include bonuses paid to them. Based on the pay data produced by Univar, I determined
5 that the maximum value of this claim is about \$150,000. However, because Defendants
6 could successfully contend that there are manageability issues and individualized issues as
7 to the employees who are covered by a CBA, I determined that the minimum value of this
8 claim is \$0.

9 26. The Third Cause of Action is for failure to provide compliant meal and rest
10 periods. Based on the sample time and pay records, I determined that employees were
11 frequently denied compliant meal breaks and that a significant percentage of the meal breaks
12 were not legally compliant. We also determined that Univar's timekeeping system, which
13 uses rounding, is facially invalid pursuant to *Donohue v AMN Services, LLC*, 11 Cal. 5th 58
14 (2021). As to rest breaks, Univar did not keep track of them, but Plaintiff and others reported
15 that they regularly missed breaks due to the press of work or because they were interrupted
16 while on break. Based on Univar's records, I estimated that class members did not have a
17 compliant meal period two times per week. Based on our interviews of Plaintiff and others, I
18 estimated that Class Members did not have a compliant rest break once per week. I
19 therefore determined that the maximum value of the meal break claim is \$4.2 million and
20 that the maximum value of the rest break claim is about \$2.1 million, for a total of \$6.3
21 million. However, because of the lack of documentary evidence regarding rest break
22 violations and the possibility that Defendants could successfully contend that these were
23 individualized incidents which did not support a class award, I determined that the minimum
24 value of this claim is \$0.

25 27. The Fourth Cause of Action is for failure to provide compliant wage
26 statements. The statute of limitations on such a claim is one year. This claim is based on the
27 fact that the wage statements issued to Plaintiff and the Class are incorrect in that they do
28 not accurately state the actual "hourly rates in effect." Additionally, the wage statements do

1 not accurately state the total hours worked by employees because Defendants did not include
2 all of the unpaid hours worked and do not reflect meal and rest break wage premiums that
3 should have been paid. However, at the time of the mediation in March of 2022, the ability
4 to state a derivative claim for wage statement penalties was uncertain. The Second District
5 had ruled in *Naranjo v Spectrum Services, Inc.*, 40 Cal.App.5th 444 (2019) that actions to
6 recover unpaid meal period premiums under Labor Code section 226.7 do not entitle
7 employees to derivative wage statement penalties, and the California Supreme Court did not
8 reverse the appellate court's decision until May of 2022. The penalties for inaccurate wage
9 statements are \$50 per employee for the first violation and \$100 per employee per violation
10 for all subsequent violations. Penalties per employee are limited to \$4,000. During the
11 relevant limitations period, Defendants issued wage statements to 387 class members. Based
12 upon the number of wage statements issued to each employee and applying the \$50/\$100
13 penalty rates and \$4,000 cap, I estimated that the maximum value of this claim is \$1.3
14 million. At the same time, I estimate that this claim has a minimum value of \$0.

15 28. The Fifth Cause of Action is for failure to reimburse employees for all
16 necessary expenditures. Upon further investigation into this claim, we determined that there
17 was little evidence to support the existence of a class wide failure to reimburse. I therefore
18 did not allocate any monetary value to this claim.

19 29. The Sixth Cause of Action is for violation of Business & Professions Code
20 section 17200, *et. seq.* The forgoing analysis assumes the longer four-year statute of
21 limitations that is available under the UCL for the meal period violations. This cause of
22 action is derivative of the other claims that have already been analyzed. Accordingly, the
23 damages available under this cause of action have already been analyzed or are duplicative
24 of the damages discussed.

25 30. The Seventh Cause of Action is for failure to pay separated employees all
26 wages due at the time of separation. This claim is based on Defendants' alleged failure to
27 pay Class Members all wages due when they separated, as their final pay did not include
28 amounts due for meal or rest period premiums, unpaid time or for all of their overtime work.

1 Because there are 173 putative class members who were furloughed or separated for other
2 reasons during the relevant statutory period, I estimated that that the maximum value of this
3 claim is approximately \$1.5 million. However, in light of the concerns identified above, and
4 others, I estimated that the minimum value of this claim is also \$0.

5 31. The Eighth Cause of Action is for failure to provide employee records. This
6 claim is based on Defendants' failure to produce Plaintiff's records in response to a timely
7 request for them. However, upon further investigation we determined that this was an
8 isolated incident that only impacted Plaintiff. I therefore did not assign any monetary value
9 to this claim.

10 32. The Ninth Cause of Action is for violations of the Private Attorneys General
11 Act (PAGA). The PAGA claim is limited in time to one year. The strength of the PAGA
12 claim would be impacted by the factors discussed above for the non-PAGA claims. Based
13 on recent PAGA decisions, I concluded that even if Plaintiff was successful on this claim
14 through trial, the Court may well have exercised its discretion under PAGA and significantly
15 reduced the penalties. Cal. Labor Code §2699(e)(2). In addition, the settlement was
16 primarily directed at recovering wages and unpaid premiums owed to class members and the
17 bulk of the settlement funds were intended to compensate for these wages. Based on these
18 factors, I believe that the maximum reasonable value of the PAGA claim is approximately
19 \$3 million, and the minimum value is nothing. I therefore concluded that the \$100,000 that
20 the parties allocated to PAGA, \$75,000 of which will be paid to the LWDA, is a reasonable
21 settlement of that claim.

22 33. Based upon the forgoing, I determined that the class claims in this case had a
23 minimum value of \$0 and a maximum estimated value of about \$9.5 million, not including
24 the PAGA penalties. Based on a Class size of approximately 569,¹ the reasonable estimate
25 of the average amount that Class members could have obtained if Plaintiff prevailed at trial
26 on behalf of the entire Class, if the Class was certified, would be a minimum of \$0 and a

27 _____
28 ¹ Upon receipt of the Class Data, Plaintiff was advised that the Class size is 569 instead of
the 549 number reported in connection with the mediation.

1 maximum of about \$16,696. However, the maximum amount is almost never recovered at
2 trial and never in a settlement. Settlements, by their nature, must account for the weaknesses
3 in a plaintiff's case, which are discussed above. Indeed, because Defendants raised a
4 colorable legal or factual defense to each of the claims Plaintiff alleged, it is possible that,
5 after trial, the Class would recover nothing.

6 34. The PAGA settlement satisfies the criteria in *Moniz v. Adecco USA, Inc.* 72
7 Cal. App. 5th 56, 77 (2021), because "it is fair, reasonable, and adequate in view of PAGA's
8 purposes to remediate present labor law violations, deter future ones, and to maximize
9 enforcement of state labor laws." In our settlement, \$100,000 is allocated to Plaintiff's
10 PAGA claim, which is approximately 4% of the Gross Settlement Amount. In conjunction
11 with the class settlement, pursuant to which Class Members will each receive, on average,
12 \$2,967, and the PAGA payment, this settlement will serve to remediate Defendants' labor
13 law violations. Given that Defendants will be paying \$2,750,000 as a result of the alleged
14 violations, the Class and PAGA settlement is a large disincentive for Defendants to engage
15 in similar Labor Code violations in the future. And, because Defendants are well aware that
16 we have spoken with Class Members and aggrieved employees as a result of the litigation
17 and because all Class Members will receive a notice of settlement with our contact
18 information, those employees will know to contact us in the future if Defendants attempt to
19 engage in similar practices. These factors—the payment of a large sum and employee notice
20 of violations and potential violations—serve to maximize enforcement of state labor laws.
21 Also, unlike in *Moniz*, here there is no unsubstantiated and disproportionate allocation of
22 civil penalties between different groups of employees. All aggrieved employees will receive
23 an allocation of PAGA civil penalties based on the number of qualifying workweeks that
24 they worked for Defendants.

25 35. If the settlement is not approved, Plaintiff would need to move forward with
26 discovery and then move for class certification. Defendants will oppose certification on the
27 grounds that numerous individualized fact issues allegedly exist. Defendants will argue and
28 could succeed in claiming that these individualized issues overwhelm common issues,

1 and/or that the action is not manageable on a class wide basis. The result could be that the
2 case would not be certifiable as a class action.

3 36. Even if we proceeded and the Class is certified, significant risks would
4 remain. At trial Defendants could interpose a successful defense which could either cause
5 the Court to decertify the Class or cause the jury to reject Plaintiff's claims or award the
6 Class only a small amount of the unpaid wages and other damages sought. And, even if the
7 Class ultimately prevailed, most of the Class Members would have to wait years before they
8 received any payment from the lawsuit.

9 37. After analyzing and weighing the evidence discussed above as well as the
10 legal issues, we concluded that the settlement of \$2,750,000, \$100,000 of which will be
11 allocated to Plaintiff's PAGA claim, represents a fair and reasonable discount from the
12 realistic recovery. We firmly believe that amount is the most that Defendants were willing to
13 pay at this stage of the case and that if we had rejected that amount, we would have been
14 forced to seek class certification and subject the Class to the risk of losing at any stage of the
15 process. The settlement will allow the parties to avoid the expense and time commitments of
16 continued litigation and provides a significant benefit for the Class, the LWDA and the
17 PAGA Aggrieved Employees which would not otherwise have been available unless a
18 settlement was reached. Based on my experience, I am of the opinion that a gross settlement
19 of \$2,750,000 is within the "ballpark" of a fair, reasonable and adequate settlement.

20 **Preliminary Approval of Settlement**

21 38. On May 25, 2022, Plaintiff filed his Motion for Preliminary Approval of
22 Class Action Settlement with supporting declarations.

23 39. On July 7, 2022, the Court issued a Tentative Ruling on Plaintiff's Motion for
24 Preliminary Approval requesting that the parties make specific revisions to the settlement
25 agreement and the class notice and on July 11, 2022, the Court issued a Minute Order and
26 continued the hearing on Plaintiff's motion to August 26, 2022.

40. On August 26, 2022, the Court granted preliminary approval of the settlement and approved the revised notice of settlement prepared by the parties. A copy of the Court's preliminary approval order is attached hereto as **Exhibit 2**.

41. Upon review of the Class data and subsequent meet and confer communications with Defendants' counsel, we realized that the release language in the settlement required further clarification. Although the settlement was intended only to include and apply to Univar employees and former employees, as originally drafted it could have been read to include employees of Nexeo Solutions, Inc., a company which Defendant Univar acquired in 2019 during the class period (who did not become Univar employees until the end of 2019). On December 15, 2022, the parties held an informal conference with the Court, and the Court granted the request to include language in the Order granting final approval of the settlement clarifying that (1) the releases will not include any claims arising during periods in which a Class Member was employed by Nexeo Solutions, Inc. and (2) that the Released Parties, as defined in the Settlement Agreement, does not include Nexeo Solutions, Inc. The parties also agreed that the same limiting language would be included in the Representative Plaintiff's individual release.²

Settlement Administration

42. The settlement is being administered by Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”). Until distribution, the Gross Settlement Amount will be held in a Qualified Settlement Fund established by the Settlement Administrator. Phoenix’s fee for the costs of administration of the settlement is \$10,000.

² Pursuant to the Court’s instruction at the December 15, 2022 informal conference, the following language will be added to the Settlement Class Member Release (Ex. 1, ¶ VI.A), Released Claims (Ex. 1, ¶ II.GG), PAGA Employee Release (Ex. 1, ¶ VI.B), and PAGA Released Claims (Ex. 1, ¶ II.BB): “Provided, however, that the forgoing release does not include any claims arising during periods in which a [Class Member][PAGA Employee] was employed by Nexeo Solutions, Inc.” Additionally, the following language will be added to the Representative Plaintiff’s Release: “Provided, however, that the forgoing release does not include any claims arising during periods in which Plaintiff was employed by Nexeo Solutions, Inc.” (Ex. 1, ¶ VII). Finally, the following language shall be added to the definition of “Released Parties”: “Provided, however, that Released Parties does not include Nexeo Solutions, Inc.” (Ex. 1, ¶ II.HH).

1 43. The notification process was fairly administered. As set forth in the
2 Declaration of Jarrod Salinas, Phoenix Case Manager, on October 27, 2022, Phoenix sent
3 the Notice of Settlement to the 569 Class Members' last-known address as specified in the
4 Court's Order granting preliminary approval of class action settlement. Of those, 3 were
5 returned, those 3 were traced and re-mailed, and 1 was determined to be undeliverable.

6 44. As set forth in the TPA's declaration, as of the date of this Declaration,
7 Phoenix has received no opt-outs and no objections. Class Counsel have not received any
8 objections or opt out notices from any Class Members. Because this is an opt-out Class, all
9 569 Class Members will receive a settlement payment. That participation rate, together with
10 the absence of any objectors, provides a strong indication that the settlement is fair and
11 adequate, and that Class Members believe it to be so.

12 **Request for Attorneys' Fees and Costs**

13 45. The preliminarily approved settlement provides for the payment of up to one
14 third of the gross settlement amount (\$916,666) to Class Counsel for attorneys' fees and up
15 to \$25,000 for Class Counsel's reasonable costs and expenses, \$15,150.35 of which Class
16 Counsel had expended or will expend in connection with this lawsuit. This request is fair,
17 reasonable and adequate to compensate Class Counsel for the substantial work we have put
18 into this case and the risk we assumed by taking it. The attorneys' fees award is intended to
19 reimburse Class Counsel for all the uncompensated work that we have already done and for
20 all the work we will continue to do in carrying out and overseeing the administration of the
21 settlement. We are requesting that the Court compensate Class Counsel on a contingency
22 basis in light of the benefit provided to the Class and because a lodestar analysis confirms
23 the reasonableness of the contingency fee.

24 **A. Summary of Class Counsel's Experience**

25 46. I graduated from the University of Southern California Law School in 1987
26 and have been a member of the California bar since 1987. For my first 14 years of practice, I
27 worked in the Los Angeles office of a large international law firm, then known as LeBoeuf,
28 Lamb, Greene & MacRae, first as an associate and then as an equity partner. I left that firm

1 in 2001 and formed Cotton & Gundzik LLP. In 2012, I joined Gartenberg Gelfand Hayton
2 LLP, and in January of 2020, I formed Gundzik Gundzik Heeger LLP (“GGH”). Throughout
3 my career, I have been involved in the litigation of complex cases, including securities,
4 consumer and wage and hour class actions. Presently, I and my partner, Rebecca Gundzik,
5 are Plaintiff’s counsel in approximately thirteen class actions in various stages of litigation. I
6 have served as class counsel in numerous wage and hour class actions that have already
7 settled and successfully represented a class of service technicians at trial and through appeal
8 in *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36 (2013). The *Gonzalez* case
9 helped develop the law regarding an employee’s right to be separately paid for their
10 nonproductive time and is one of the bases for Labor Code section 226.2.

11 47. Rebecca Gundzik, who is also a partner at my law firm, has worked with me
12 extensively on this case. Ms. Gundzik graduated from the University of Southern California
13 Law School in 1988 and has been a member of the California bar since 1988. In her 34-year
14 legal career, Ms. Gundzik worked at Loeb & Loeb and worked at Allen Matkins Leck
15 Gamble Mallory & Natsis LLP for fifteen years. Ms. Gundzik has also had significant
16 experience with complex cases, including real estate, business, and consumer and wage and
17 hour class actions. Ms. Gundzik works with me on all of my class action matters and was
18 my co-counsel at the trial of *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36
19 (2013).

20 48. I and and/or Rebecca Gundzik and I have been appointed as class counsel in
21 the following wage and hour class actions:

- 22 a. *Gonzalez v. Downtown LA Motors*, 215 Cal. App. 4th 35 (2013)
- 23 b. *Aboyte v. Sunrise Ford, Inc.*, Los Angeles County Superior Court Case No.
24 BC521274
- 25 c. *Alshamri v. Ford of Santa Monica, Inc.*, Los Angeles County Superior Court
26 Case No. BC529007
- 27 d. *Altschuler v. Sedgwick Claims Management Services, Inc.*, Los Angeles
28 County Superior Court Case No. 21STCV06933

- 1 e. *Bromberg v. Fidelity National Information Services*, C.D. Cal. No. 2:15-CV-
2 7930
- 3 f. *Burciaga v. Superior Thread Rolling Company*, Los Angeles County
4 Superior Court Case No. BC585143
- 5 g. *Centino v. Arrowhead Products Corporation*, Orange County Superior Court
6 Case No. 30-2018-00988493
- 7 h. *Caesar-Roden v Yoga Works, Inc.*, Los Angeles County Superior Court Case
8 No. BC711991
- 9 i. *Claim Jumper Restaurants Wage and Hour Cases*, JCCP No. 4916
- 10 j. *ClubCorp Wage and Hour Cases*, Orange County Superior Court Case No.
11 30-2-2—01137085 (JCCP No. 5138)
- 12 k. *Cypress Security Wage and Hour Cases*, Los Angeles County Superior Court
13 Case No. BC672405 (JCCP No. 4963)
- 14 l. *Dittmar v. Costco*, S.D. Cal. No. 3-14-CV-1156
- 15 m. *Franco v. Gentry Brothers, Inc.*, Los Angeles County Superior Court Case
16 No. BC586571
- 17 n. *Gallegos v. EC Holdings Inc.*, Los Angeles County Superior Court Case No.
18 BC616867
- 19 o. *Gonzales v. Manrika, Inc.*, Los Angeles County Superior Court Case No.
20 BC570534
- 21 p. *Grieg v. Food on Time, Inc.*, at al., Los Angeles County Superior Court Case
22 No. BC684566
- 23 q. *Guillen v. Grasshopper House, LLC*, Los Angeles County Superior Court
24 Case No. BC685116
- 25 r. *Hall v. Culpepper & Associates Security Services, Inc.*, Los Angeles County
26 Superior Court Case No. 20STCV15317
- 27 s. *Haskins v. Walmart, et al.*, San Diego County Superior Court Case No. 37-
28 2019-00020149-CU-OE-NC

- 1 t. *Hamilton v. BlueMercury, Inc.*, Los Angeles County Superior Court Case No.
2 BC625829
- 3 u. *Henriquez v. NGU Transport LLC*, Los Angeles County Superior Court No.
4 BC714165
- 5 v. *Hernandez v. The Bicycle Casino LP*, Los Angeles County Superior Court
6 Case No. BC628414
- 7 w. *Honeine v. PMB Motorcars, LLC*, Los Angeles County Superior Court Case
8 No. BC530827
- 9 x. *Jimenez v. El Proyecto Del Barrio, Inc.*, Los Angeles County Superior Court
10 No. 19STCV18696
- 11 y. *Jimenez v. PPG Industries, Inc.*, Los Angeles County Superior Court Case
12 No. BC613324
- 13 z. *Kaelberer v. Long Beach Eurocars LLC*, Los Angeles County Superior Court
14 Case No. BC521275
- 15 aa. *Kuenstle v. Childrens Hospital Los Angeles Medical Group, Inc.*, Los
16 Angeles County Superior Court Case No. BC653858
- 17 bb. *Maravilla v. Motion Picture Television Fund*, Los Angeles County Superior
18 Court Case No. BC690494
- 19 cc. *Medina v. Kaweah Pump, Inc.*, Tulare County Superior Court No. 265579
- 20 dd. *Mendoza v. Quanta Computer, USA, Inc.*, Alameda County Superior Court
21 No. RG11589781
- 22 ee. *Mitchiner v. Cox Target Media, Inc.*, Los Angeles County Superior Court
23 Case No. 19STCV00319
- 24 ff. *Munoz v. Dependable Highway Express, Inc.*, Los Angeles County Superior
25 Court Case No. BC535931
- 26 gg. *Nava v. Pacific Coast Sightseeing Tours and Charters, Inc.*, Los Angeles
27 County Superior Court Case No. BC685681
- 28

1 hh. *Ortiz v. Roberts Tool Co., Inc.*, Los Angeles County Superior Court Case No.
2 BC626244
3 ii. *Otis v. Ray Stone Incorporated*, Sacramento County Superior Court Case No.
4 34-2019-00269952
5 jj. *Perez v. The Parsons Group, Inc.*, Santa Barbara County Superior Court Case
6 No. 19CV01203
7 kk. *Poland v. Glen Ivy Hot Springs, Inc.*, Riverside County Superior Court No.
8 RIC1312130
9 ll. *Saavedra v. Cliff View Terrace, Inc.*, Santa Barbara County Superior Court
10 Case No. 17CV02531
11 mm. *Schneider v. Inner City Education Foundation*, Los Angeles County
12 Superior Court Case No. BC617827
13 nn. *Stadnik v. Leon's Transmission Service, Inc.*, Los Angeles County Superior
14 Court Case No. 19STCV44253
15 oo. *Surveillance Security Wage and Hour Cases*, JCCP 4969
16 pp. *T.J. Maxx Wage & Hour Cases*, JCCP No. 5097
17 qq. *Vatralleva v. Sears, Roebuck and Co.*, Los Angeles County Superior Court
18 Case No. BC515650
19 rr. *Villalobos v. Pedego, Inc.*, Orange County Superior Court Case No. 30-
20 2019-01102461
21 ss. *Watson v. Aegis Security & Investigations Inc.*, Los Angeles County
22 Superior Court Case No. BC695411
23 tt. *Wysocki v. Color Spot Nurseries, Inc.*, San Luis Obispo County Superior
24 Court No. 14CVPO138
25 uu. *Yoo v NGL Transportation LLC*, Los Angeles County Superior Court Case
26 No. BC682160
27 vv. *Yoo v. South Coast Transportation & Distribution, Inc.*, Los Angeles County
28 Superior Court Case No. BC682120

1 49. Each of the cases listed in Paragraph 48 and the cases still active involve
2 wage and hour issues similar to the legal and factual issues involved in this case.

3 **B. Summary of Work Performed**

4 50. Ms. Gundzik and I have performed significant legal work in this case on
5 behalf of Plaintiff, as summarized in Paragraphs 51-67 below.

6 51. We were retained by Mr. Santiago in May of 2021. Thereafter, we
7 investigated and researched Mr. Santiago's claims, we investigated Defendants Univar
8 Solutions Inc. and Univar Solutions USA and the nature and status of other cases filed
9 against Defendants. We drafted the Complaint and filed it in July of 2021. We concurrently
10 submitted a PAGA letter to the California Labor and Workforce Development Agency
11 ("LWDA"). And, we conferred with other counsel who had filed a different case against
12 Defendants.

13 52. The case was initially assigned to Hon. Daniel Buckley, with an initial status
14 conference set on October 13, 2021.

15 53. On August 13, 2021, Defendants filed a Notice of Removal to the Federal
16 District Court. The case was assigned to Hon. Mark Scarsi, who has numerous rules that
17 differ from the Local Rules of the Central District. In connection with the Notice of
18 Removal, we received Judge Scarsi's Initial Standing Order and Order Setting a Scheduling
19 Conference on October 4, 2021. These documents advised the parties that Plaintiff's motion
20 for class certification would be due within 4 months of October 4, and that the Court would
21 set this date at the October 4, 2021, Scheduling Conference. For the next two months—until
22 October 12, when Judge Scarsi granted the parties' stipulation to remand the case to this
23 Court—we worked nearly full-time on this case so that we could be prepared to file our
24 motion for class certification.

25 54. With respect to case management, while the case was pending in Federal
26 Court, we (1) reviewed and carefully analyzed Judge Scarsi's Standing Order and Order
27 Setting Scheduling, (2) drafted the Rule 26f Report, engaged in numerous communications
28 with opposing counsel regarding the Rule 26f Report, revised the report several times and

1 engaged in the Rule 26f Conference, (3) drafted initial disclosures, (4) drafted
2 interrogatories and requests for production of documents, and (5) drafted a *Belaire-West*
3 notice and stipulation.

4 55. At the same time, we met and conferred with Defense counsel regarding the
5 possibility of mediating the case. We agreed to use Mr. Kyriacou as a mediator, and we
6 negotiated and prepared a Stipulation to Stay the case pending the mediation. And we
7 advised Defense counsel of our intention to file a Motion to Remand. We also discussed the
8 possibility of stipulating to remand the case, but Defense counsel was not agreeable to that
9 request, at that time.

10 56. The Stipulation to Stay was submitted to Judge Scarsi on September 10, and
11 it was denied on September 13. We therefore moved forward to file the Joint Rule 26f
12 Report, and the District Court scheduled January 31, 2022, as the last day for Plaintiff to file
13 his class certification motion.

14 57. Because we considered the possibility that the Court would not agree to
15 continue the deadlines or stay the case, we researched numerous cases regarding the most
16 recent remand standards and remand factual scenarios and spent a great deal of time
17 preparing a motion to remand the case. In connection with our intention to remand, we
18 repeatedly requested our client's documents and pay records from Defense counsel.

19 58. We also started preparing a motion for class certification. To do so, we
20 researched Judge Scarsi's past opinions extensively. We also researched recent Federal
21 Court opinions which decided class certification motions on claims for improper rounding of
22 time, failure to pay for all time worked, failure to pay overtime at the correct "regular rate,"
23 failure to include the correct rate on wage statements, failure to pay meal and rest break
24 premiums, and failure to pay all amounts due at separation. We strategized about the most
25 viable claims under Federal standards, and we began to outline and draft the motion. We had
26 to do so, even before we had documents or discovery responses, in order to be certain that
27 we would be able to timely file the class certification motion.

1 59. After the District Court set the deadlines for the class certification motion,
2 Defendants agreed to reconsider our request that we stipulate to remand the case. We
3 prepared and negotiated the Stipulation to Remand the case and a proposed order, and on
4 October 12, 2021, Judge Scarsi granted the Stipulation to Remand and transmitted the case
5 file to this Court.

6 60. After the case was remanded, we drafted a Joint Status Conference Report,
7 negotiated with Defense counsel regarding Plaintiff's First Amended Complaint, drafted a
8 Stipulation to permit Plaintiff to file his First Amended Complaint, and negotiated with
9 Defense counsel regarding informal discovery needed for the mediation.

10 61. In connection with our informal discovery, we learned that many of the
11 putative Class Members were covered by several different collective bargaining agreements
12 ("CBAs"). We therefore requested and reviewed all of the CBAs, each of which included
13 different provisions, and researched the impact of each of these provisions on the validity of
14 Plaintiff's claims.

15 62. We engaged a consultant to assist us with the review of the time and pay
16 records produced for a sample of 20% of the Class and worked with him to develop a
17 detailed damages assessment. And we extensively researched recent California cases
18 involving Plaintiff's claims for improper rounding of time, failure to pay for all time
19 worked, failure to pay overtime at the correct regular rate, failure to include the correct rate
20 on wage statements, failure to pay meal and rest break premiums, and failure to pay all
21 amounts due at separation.

22 63. In addition to the above-referenced informal discovery, in connection with
23 the March 22, 2022, mediation we obtained additional records and relevant data points. And
24 we prepared a mediation brief and prepared for the mediation.

25 64. When the case settled after the mediation, my office agreed to prepare all of
26 the settlement documents and motions. To that end, we first prepared a memorandum of
27 understanding and then the initial settlement agreement and First Amended Stipulation of
28 Class Action and PAGA Settlement, all of which we negotiated extensively with defense

counsel. We also prepared the Motion for Preliminary Approval and the supplemental papers required by the Court. We then oversaw the process of mailing settlement notices. Finally, we prepared this motion.

65. Our work on the case will not end with the filing of this motion. We will need to address any objections, appear for the hearing and then, if the motion is granted, oversee the receipt and disbursement of settlement funds. As part of that process, we will likely receive and respond to communications from Class Members about the settlement.

66. The actual time Rebecca Gundzik and I expended litigating this matter is itemized in detail in our billing records through December 22, 2022, a true and correct copy of which are attached hereto in **Exhibit “3.”** As shown on **Exhibit “3,”** my firm has incurred attorneys’ fees through December 22, 2022 on this case in the amount of \$459,360. These time entries include the following amounts of time spent on the following activities:

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
Communications with class members: initial client meetings and review of claims, ongoing communications and meetings with client, pre-filing investigation	21.3 hours
While case was pending in Federal District Court: (1) drafting the Rule 26f Report, engaged in numerous communications with opposing counsel regarding the Rule 26f Report, revised the report several times and engaged in the Rule 26f Conference, (2) drafting initial disclosures, (3) drafting interrogatories and requests for production of documents, (4) drafting <i>Belaire-West</i> notice and stipulation, (5) drafting stipulation to stay case, (6) drafting request to appear, (7) drafting stipulation to remand, (8) research re motion to remand, (9) drafting motion to remand, (10) research re Federal	194.4 hours

<u>ATTORNEY ACTIVITY</u>	<u>TIME EXPENDED:</u>
standards for Plaintiff's claims, (11) work on motion for class certification	
Strategy, research and analysis regarding claims and issues in state court	17.1 hours
Communications with defense counsel	8.3 hours
settlement matters (including negotiation with opposing counsel after mediation, communications with co-counsel, preparing and reviewing the Memorandum of Understanding, settlement stipulation and the class notice, and communications with the settlement administrator)	70.9 hours
prepare for/attend Court hearings	9.2 hours
performing review and analysis of class members' and plaintiff's records, sample payroll records, policies and other documents, determine key facts and create written analyses, summaries and damages model	38.4 hours
prepare for and attend mediation (includes working to prepare mediation strategy, drafting mediation brief and summary for Defendants, post-mediation analysis)	79.4 hours
Drafting and reviewing pleadings and Court documents and related communications in State Court (includes complaints, stipulations regarding litigation, motion for preliminary approval and supporting declarations, and motion for final approval and supporting declarations)	117.8 hours
<u>Total Hours:</u>	556.8 hours

67. This chart and our billing records do not include approximately 25 additional hours to finalize this Motion, prepare for and attend the hearing on this Motion, and time that that I or Ms. Gundzik will spend working with Phoenix and Defendants to implement

1 the settlement and communicate with Class Members regarding the disbursement of the
2 settlement funds. At our hourly rate of \$825, this additional time adds \$20,625 to our
3 lodestar. Additionally, as set forth in his declaration, our co-counsel Galen Shimoda spent
4 81 hours working on the case at his hourly rate of \$800, and he accordingly incurred total
5 fees in the amount of \$64,800. Including the fees we have already billed, the additional
6 \$20,625 we anticipate incurring in the future, and the \$64,800 amount incurred by Mr.
7 Shimoda, our total lodestar is **662.8 hours** for a total loadstar in the amount of **\$544,785**.

8 68. My firm also incurred costs in this case that we have paid which include but
9 are not limited to fees and expenses for filing, copies, service of process, the mediator's fees,
10 consultant fees and postage and delivery. My firm incurred costs and expenses of
11 \$14,445.55 and will incur additional filing fees in connection with this Motion in the
12 approximate amount of \$49 and future CaseAnywhere fees of approximately \$240 (\$120 per
13 quarter for at least two more quarters) for total expenses in the amount of \$14,734.55. As set
14 forth in Galen Shimoda's declaration, his firm incurred costs and expenses in the amount of
15 \$415.80. Therefore, in total we are requesting **\$15,150.35** for reimbursement of Plaintiff's
16 costs and expenses.

17 69. Despite the risks presented by Defendants' various arguments and defenses,
18 we invested our time and litigation costs and expenses, with no guarantee of compensation
19 or reimbursement. In addition, we were precluded from spending time on other matters so
20 that we could devote our attention to this case, especially during the two months while the
21 matter was pending in Federal District Court. My firm took this case on a contingent-fee
22 basis against a corporation represented by a reputable defense firm. We are a small firm with
23 few attorneys and staff. As such, when we take contingent-fee cases, we must pay careful
24 attention to the economics involved, because there are some cases we expend a great deal of
25 time on, but which produce little or no fees.

26 70. Contingent-fee cases present the very real risk of working hundreds if not
27 thousands of hours that may never be entirely compensated. Moreover, while the case is
28 being litigated, counsel must pay overhead (salaries, rent, etc.), pay their expenses and pay

1 out-of-pocket expenses on the plaintiff's behalf. The prospect of a court-awarded fee does
2 not greatly reduce the risk posed by these cases. One must prevail to receive a court-
3 awarded fee, and even the best cases can be lost at trial. There are also often unseen
4 obstacles that arise during a case, such as a change in the law, documents which do not
5 comport with a client's recollection of the facts, or a client's acceptance of a settlement offer
6 that does not compensate us for our reasonable fees.

7 71. Defendants do not oppose the fees and costs being requested in this case.
8 Moreover, the Notice of Settlement mailed to Class Members stated the amount of fees
9 being requested by Class counsel. Not a single Class Member has objected to an award of
10 fees in the amount requested.

11 72. I am familiar with the hourly rates charged by attorneys with similar
12 experience and expertise. My and Ms. Gundzik's hourly rate of \$825 is well within the
13 range of rates charged by attorneys with similar expertise and experience. These rates are
14 comparable to those judicially-approved for other plaintiffs' firms in California. *See, e.g., In*
15 *re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No.
16 2672, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (finding a lodestar cross-check
17 supports the reasonableness of Class Counsel's requested fees and approving partner billing
18 rates ranging from \$275 to \$1,600); *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-
19 04922-HSG, 2020 WL 870928, at *8 (N.D. Cal. Feb. 21, 2020) (finding rates
20 between \$275 and \$1,000 for attorneys reasonable); *In re Yahoo! Inc. Customer Data Sec.*
21 *Breach Litig.*, No. 16-MD-02752-LHK, 2020 WL 4212811, at *26 (N.D. Cal. July 22, 2020)
22 (approving rates of \$450 to \$900 for partners, \$160 to \$850 for non-partner attorneys, and
23 \$50 to \$380 for staff members); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San
24 Francisco Super. Ct.) (approving partner rates between \$550 and \$850 per hour); and
25 *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates
26 of \$700 to \$825 an hour).

27 73. The 2020 Class Action Hourly Rate Survey, conducted by the National
28 Association of Legal Fee Analysis (NALFA), asked class action litigators from the nation's

1 16 largest legal markets if their current regular hourly rate falls within a given range. The
2 NALFA survey shows that the average hourly rate for partners like me and Ms. Gundzik,
3 who have more than 20 years of experience, ranges between \$801-\$900. See **Exhibit 4**.

4 74. Defense-side hourly rates are also relevant. In a survey of more than 250 U.S.
5 law firms conducted by the international accounting and consulting firm
6 PricewaterhouseCoopers ("PwC"), the median average 2020 billing rate for litigation equity
7 partners at AmLaw 25 firms was \$1,327/hour and for AmLaw 50 firms was \$1,206/hour.

8 75. Likewise, the following is a table of hourly rates which was prepared by a
9 Federal Court in *Xu v. Yamanaka*, No. 13-CV-3240 YGR, 2014 WL 3840105, at *4 (N.D.
10 Cal. Aug. 1, 2014):

11	Firm	Partner Range	Partner Average	Associate Range	Associate Avg.
12	Weil Gotshall		\$927	\$450–790	\$581
13	Latham & Watkins	\$895–1110	\$990	\$465–725	\$605
14	Paul Weiss	\$760–1120	\$1040	\$250–760	\$600
15	Skadden Arps	\$845–1150	\$1035	\$340–845	\$620
16	Willkie Farr	\$790–1090	\$950	\$350–790	\$580

17 These rates for partners include many who have less years of legal experience than Class
18 Counsel, as partnership positions usually begin after eight or nine years of work. I became a
19 partner at the national firm formerly known as LeBoeuf Lamb Greene & MacRae in 1995
20 but have been working in the legal field for twenty-seven years since that time and have
21 been working as an attorney for thirty-five years. It is therefore reasonable to assume that
22 these average rates certainly apply to partners at these firms with thirty plus years of
23 experience, like Rebecca Gundzik and me. Most of my former partners charge hourly rates
24 in excess of the hourly rate I am seeking.

25 76. The fees we are requesting comport with the attorneys' fee agreements in the
26 lawsuit. Pursuant to the Settlement Agreement, the parties agreed that Class Counsel could
27 seek their attorneys' fees in an amount of up to one-third of the Gross Settlement Amount.
28 The engagement agreement that GGH and Plaintiff Santiago entered into provides for a fee
award in this amount. It was agreed that attorney's fees would be the greater of (1) one-third
of all amounts obtained or received in the lawsuit, or (2) the hours worked multiplied by the

1 hourly rates of the attorneys working on the case, plus any additional multiplier awarded by
2 the Court.

3 77. The factors set forth in *Serrano v. Priest*, 20 Cal.3d 25, 48 (1975), strongly
4 favor the requested multiplier of 1.68. This case raised a number of complex and contested
5 issues such as the impact of Defendants' purchase of the company which originally
6 employed Plaintiff, Defendants' liability for its rounding of employee time, our ability to
7 remand the case to this Court based on the evidence included in Defendants' Notice of
8 Removal, how the recent "regular rate" cases impacted Defendants' liability for failure to
9 pay overtime, and how Defendants' Collective Bargaining Agreements impacted their
10 liability for violations of the California Labor Code. We had to research and analyze these
11 and other issues presented in this case. Because of our experience trying and pursuing wage
12 and hour class action lawsuits, we were able to recognize these types of violations and look
13 for and analogize recent cases and other authorities to support our contention that
14 Defendants' practices did not comply with the legal requirements.

15 78. The case was also factually complex. The volume of time and pay records
16 analyzed, as well as the public filings regarding Defendants and the numerous Collective
17 Bargaining Agreements involved, made the case complex. Using the sample data, we
18 determined that not only did Defendants' time keeping system violate the precedent in
19 *Donohue v AMN Services, LLC*, 11 Cal. 5th 58, but it also rounded employees' time in
20 Defendants' favor. We also spent a great deal of time analyzing all of the Collective
21 Bargaining Agreements and the provisions relevant to the claims Plaintiff alleged in order to
22 establish grounds for disputing that those agreements prevented Plaintiff from asserting his
23 claims.

24 79. Our past experience gave us knowledge as to the timekeeping methods in
25 manufacturing industries and how to find additional sources of evidence. And, we knew how
26 to seek, and calculate, the extent of the unpaid time, meal period and wage statement
27 violations at issue. We were able to do so because of our creative approach in the seeking,
28

1 sampling and review of records, as well as our proactive approach to proceeding with the
2 case in Federal Court, which we assumed we would be required to do.

3 80. We also had to be creative in our approach to settlement. We were well-
4 aware of the value of the case, and we relied upon our review of Class member records and
5 the damages assessment we created based on that investigation. And we certainly risked the
6 possibility of not arriving at a settlement and having to continue to litigate the lawsuits for
7 years, as the settlement was reached only after a lengthy full-day mediation.

8 81. In sum, we had to come up with creative approaches to litigating the case
9 and, ultimately, negotiating and crafting the Settlement Agreement and First Amended
10 Settlement Agreement. To this end, we have devoted a tremendous amount of time and
11 energy. As set forth in the attached invoices, we have spent a substantial number of hours
12 working on this case. This time commitment was necessary in order to research and
13 construct viable legal claims in the face of stiff opposition. But it has come at a cost, as the
14 time we devoted to this case has precluded us from taking on other cases, including hourly
15 work for which compensation for work done would have been more certain.

16 82. Fortunately, by means of our approach and hard work, we were able to obtain
17 a successful outcome for the Class. Yet this is not always true. We have invested time into
18 other cases that have not been successful, leaving us without any compensation for our
19 efforts. Although we were able to achieve a good outcome for the Class in this case, this was
20 by no means a forgone conclusion when we agreed to take the case.

21 **The Proposed Service and Release Award to the Class Representative**

22 83. As compensation for his efforts, the Settlement Agreement provides that
23 Representative Plaintiff Javier Santiago will receive a service and release award in the
24 amount of \$10,000 as payment for his time and efforts in pursuing this action, for the risks
25 he took in agreeing to serve as a class representative and as additional compensation for the
26 expanded release that he is providing. In addition to the time that he spent on this matter and
27 the risks he undertook, as an additional requirement to receiving his service and release
28

1 payment, Plaintiff is being required to sign a broad general release which includes a waiver
2 of Section 1542 of the California Civil Code.

3 84. It is important that the named Plaintiff be paid a fair amount for his services.
4 By agreeing to become a named representative, he subjected himself to substantial risks. Mr.
5 Santiago also spent a significant amount of time on the lawsuit, meeting with us many times
6 by Zoom and by telephone and missing a full day of work to attend the mediations. See
7 *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal. App. 4th 1251, 1272. He provided us
8 with many documents and connected us with other class members who we interviewed. By
9 agreeing to serve as a class representative, Mr. Santiago has taken significant actions to
10 protect the interests of the Class, and the Class has significantly benefitted from those
11 actions. *Clark v. American Residential Services LLC* (2009) 175 Cal. App. 4th 785, 804.

12 85. If it wasn't for the named Plaintiff, the settlement, pursuant to which
13 approximately \$1,698,184 will be paid to Class Members, with the average Class Member
14 receiving approximately \$2,967.20, would not have been obtained for the Class. It is not
15 likely that many Class Members would have expended the time or effort to take the
16 necessary steps to attempt to recover their unpaid wages and wage premiums. Although
17 Defendants had been engaged in the pay policies at issue in this case for many years, only
18 the named Plaintiff was willing to come forward and seek compensation for all of
19 Defendants' non-exempt employees.

20 86. If Plaintiff had gone to the Department of Labor, he may have received some
21 compensation, but the Class, LWDA and PAGA Employees would have received nothing.

22 I declare under penalty of perjury under the laws of the state of California that the
23 foregoing is true and correct.

24 Dated: January 6, 2023



Aaron C. Gundzik

Exhibit 1

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Attorneys for Plaintiff Javier Santiago, individually
and on behalf of all others similarly situated
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*

**FIRST AMENDED STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: July 13, 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

1 provide accurate wage statements; (5) failure to reimburse necessary expenditures; (6)
2 violation of the Unfair Practices Act; (7) failure to pay all wages owed at termination; (8)
3 failure to comply with employee request for records; and (9) recovery of civil penalties under
4 PAGA, including based on the aforementioned causes of action.

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

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

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

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

22 C. Class Counsel's Costs, as approved by the Court, in an amount not to exceed
23 \$25,000;

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

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

1 Development Agency (the “LWDA Payment”), which represents the Labor and Workforce
2 Development Agency’s (“LWDA”) 75% share of \$100,000. The other 25% of the PAGA
3 Amount (\$25,000) will be distributed to those Class members who worked for Defendants at
4 any time during the PAGA Period (defined below).

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

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

12 **II. DEFINITIONS**

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

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

18 B. “Agreement” or “Stipulation” means this Stipulation of Class Action and
19 PAGA Settlement.

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

22 D. “Class Counsel” means Aaron C. Gundzik and Rebecca G. Gundzik of
23 Gundzik Gundzik Heeger LLP, 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423,
24 (818) 290-7461, and Galen Shimoda of Shimoda Law Corp., 9401 E. Stockton Blvd., Suite
25 200, Elk Grove, CA 95624, (916) 525-0716.

26 E. “Class Counsel’s Attorneys’ Fees” means the amount to be awarded to Class
27 Counsel from the Gross Settlement Amount for their attorneys’ fees for their work in this
28

1 Action, subject to Court approval at the Final Fairness and Approval Hearing. Class Counsel's
2 Attorneys' Fees will not exceed \$916,666, which is one-third of the Gross Settlement Amount.

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

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

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

12 I. "Class Period" means the period from July 13, 2017, through June 22, 2022.

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

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

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

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

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

26 O. "Employer's Withholding Share" means Defendants' share of all federal, state,
27 and local taxes and required withholdings, including without limitation, FICA, Medicare tax,
28

1 FUTA, and state unemployment taxes. Defendants will pay the Employer's Withholding
2 Share in addition to the Gross Settlement Amount.

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

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

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

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

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

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

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

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

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

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

1 Z. “PAGA Pay Period” means a two-week pay period within the PAGA Period
2 during which a PAGA employee performed work for Defendants in California. A pay period
3 during which a PAGA Employee was entirely absent from work, such as a week during which
4 a PAGA Employee was on leave or vacation, is not a PAGA Pay Period.

5 AA. “PAGA Period” means the time period from July 13, 2020, through June 22,
6 2022.

7 BB. “PAGA Released Claims” means any and all PAGA claims, causes of action
8 and legal theories for recovery of civil penalties asserted in the Complaint or Plaintiff’s July
9 13, 2021 letter submitted to California’s Labor and Workforce Development Agency (“PAGA
10 Letter”), as well as PAGA claims, causes of action and legal theories that could have been
11 asserted in the Complaint or PAGA Letter that are based upon the same or similar facts,
12 allegations and/or claims, including, without limitation, PAGA claims for violations of or
13 based on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7,
14 510, 512, 558, 1194.2, 1197, 1197.1, and 2802. PAGA Employees shall not waive section
15 1542 of the California Civil Code.

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

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

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

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

1 GG. "Released Claims," means all causes of action and factual or legal theories
2 arising during the Class Period that were alleged in the Complaint or could have been alleged
3 based on the facts alleged in the Complaint, including all damages, penalties, interest and
4 other amounts recoverable under said claims, causes of action or legal theories of relief. Class
5 Members shall not waive section 1542 of the California Civil Code.

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

11 II. "Representative Plaintiff" means Plaintiff Javier Santiago.

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

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

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

25 MM. "Settlement" means the disposition of the Action and all related claims
26 effectuated by this Agreement.

27 NN. "Settlement Administration Costs" means the fees and costs incurred or
28 charged by the Settlement Administrator in connection with the execution of its duties under

1 this Agreement including, but not limited to fees and costs associated with: (1) establishing
2 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and notices
3 (including the cost of printing and mailing all notices and other documents to the Class
4 Members) required to be prepared in the course of administering the Settlement; (3)
5 computing the amount of the settlement payments, taxes, and any other payments to be made
6 under this Agreement; (4) calculating and handling inquiries about the calculation of
7 individual settlement payments; (5) establishing and operating a settlement payment center
8 website, address, and phone number to receive Class Members' inquiries about the Settlement;
9 (6) providing a due diligence declaration for submission to the Court prior to the final approval
10 hearing; (7) printing and providing Settlement Class Members and Plaintiff with W-2 and
11 1099 forms as required under this Agreement and applicable law; (8) preparing, issuing, and
12 filing any tax returns and information returns and any other filings required by any
13 governmental taxing authority or other governmental agency; and (9) for such other tasks as
14 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
15 Settlement Administration Costs will not exceed \$10,000. Settlement Administration Costs
16 will be paid out of the Gross Settlement Amount.

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

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

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

22 **III. BACKGROUND**

23 During the Class Period, Defendants operated, among other things, a chemical sales
24 and distribution business in California. Plaintiff contends that during the Class Period, he and
25 other non-exempt employees of Defendants were not paid for all of their work including
26 minimum wages and off-the-clock work, were not provided with compliant meal (including
27 1st and 2nd meal breaks) and rest breaks, were not paid for all of their overtime work including
28 accurate calculation of the regular rate of pay, were not provided compliant wage statements,

1 were not paid all amounts due at separation, were not reimbursed for all of their necessary
2 expenses, and were not provided with their employee records upon request.

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

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

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

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

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

26 **A. Preliminary Approval of Settlement**

27 Following the execution of this Stipulation by all Parties or at such other time specified
28 by the Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiff's

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

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

25 **B. Cooperation**

26 The Parties agree to fully cooperate with each other to accomplish the terms of this
27 Agreement, including but not limited to, execution of such documents and to take such other
28 reasonably necessary actions to implement the terms of this Agreement. No party, nor any of

1 its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to
2 the Settlement.

3 **C. Notice of Settlement**

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

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

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

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

25 For any Notice of Settlement that is returned as undeliverable, the Settlement
26 Administrator will perform a utility database search or other skip trace. The returned Notices
27 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such
28

1 searching and re-mailing will be completed within ten (10) calendar days of the date that
2 Notices of Settlement were originally returned as undeliverable.

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

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

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

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

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

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

1 **F. Declaration of Compliance**

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

8 **G. Sufficient Notice**

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

15 **H. Objections to Settlement**

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

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

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

1 Settlement Administrator shall send the objection to Defendants' Counsel and Class Counsel,
2 the claim will be paid, and the Class Member will become a Settlement Class Member and be
3 bound by the judgment.

4 **2. Responses to Objections**

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 that is approved by the Court.

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.

28 //

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.

28 //

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.

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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 Dated: Jul 25, 2022


Javier Santiago (Jul 25, 2022 18:59 PDT)
Plaintiff Javier Santiago

10 Dated: _____

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

13 By: _____

14 Its: _____

15 Approved as to form:

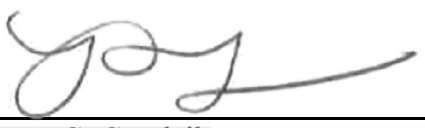
LITTLER MENDELSON, P.C.

16 Dated: _____

18 By: _____
19 Rebecca Aragon
20 Attorneys for Defendants Univar Solutions,
21 Inc. and Univar Solutions USA, Inc.

22 Dated: July 26, 2022

GUNDZIK GUNDZIK HEEGER LLP

24 By: 
25 Rebecca G. Gundzik
26 Attorney for Plaintiff Javier Santiago,
27 individually and on behalf of all others situated
28 similarly

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.

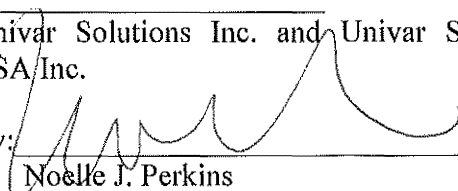
6 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS
7 TERMS:

8
9 Dated: _____

Plaintiff Javier Santiago

10 Dated: 07/28/2022

Univar Solutions Inc. and Univar Solutions
USA Inc.

12 By: 
13 _____

Noelle J. Perkins

14 Its: SVP, General Counsel & Secretary

15 Approved as to form:

LITTLER MENDELSON, P.C.

16 Dated: July 28, 2022

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19 By: 

Rebecca Aragon

20 Attorneys for Defendants Univar Solutions,
21 Inc. and Univar Solutions USA, Inc.

22 Dated: _____

GUNDZIK GUNDZIK HEEGER LLP

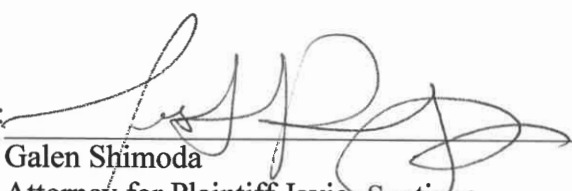
23
24
25 By: _____

Rebecca G. Gundzik

26 Attorney for Plaintiff Javier Santiago,
27 individually and on behalf of all others situated
28 similarly

1 Dated: 7/25/22

SHIMODA LAW CORP.

2
3 By: 

4 Galen Shimoda
5 Attorney for Plaintiff Javier Santiago,
6 individually and on behalf of all others situated
7 similarly
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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 13, 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 13, 2017, and June 22, 2022. You are receiving this notice because, according to Univar’s records, you may 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.

FOR MORE INFORMATION CALL 1-800-_____.

(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 13, 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 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

FOR MORE INFORMATION CALL 1-800-_____.

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 13, 2020 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

FOR MORE INFORMATION CALL 1-800-_____.

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, 2020, 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.

The Court will hear from any class member who attends the Final Approval Hearing and asks to speak about his or her objection, even if the class member did not submit a written objection.

(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. You have the option to attend the Final Approval Hearing by audio or video. Please review the Court's website at <https://my.lacourt.org/lacwelcome> and choose the "Civil" option for directions.

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._____.com) or you may contact the Settlement Administrator as follows:

FOR MORE INFORMATION CALL 1-800-_____.

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

Exhibit 2

Electronically Received 07/29/2022 03:09 PM

1 AARON C. GUNDZIK (State Bar No. 132137)
2 REBECCA G. GUNDZIK (State Bar No. 138446)
3 GUNDZIK GUNDZIK HEEGER LLP
4 14011 Ventura Blvd., Suite 206E
5 Sherman Oaks, CA 91423
6 Telephone: (818) 290-7461
7 Facsimile: (818) 918-2316

8 GALEN SHIMODA (State Bar No. 226752)
9 SHIMODA LAW CORP.
10 9401 E. Stockton Blvd., Suite 200
11 Elk Grove, CA 95624
12 Telephone: (916) 525-0716
13 Facsimile: (916) 760-3733

14 Attorneys for Plaintiff Javier Santiago, individually
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~~ AMENDED
ORDER:

- (1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;
- (2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;
- (3) APPROVING THE NOTICE OF SETTLEMENT; AND
- (4) SETTING A HEARING ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: August 26, 2022
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: July 13, 2021

FILED
Superior Court of California
County of Los Angeles
08/26/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

1 The Court, having considered the Motion for Preliminary Approval of Class Action
2 Settlement of Plaintiff Javier Santiago (“Plaintiff”), the Declaration of Aaron Gundzik, the
3 Declaration of Plaintiff Javier Santiago, the Declaration of Galen Shimoda, and the
4 Declaration of Phoenix Settlement Administrators, the First Amended Stipulation of Class
5 Action and PAGA Settlement (“Stipulation” or “Settlement Agreement”) executed by
6 Plaintiff and Defendants Univar Solutions, Inc. and Univar Solutions USA, Inc.
7 (“Defendants” or “Univar”), the as well as the Notice of Proposed Class Action Settlement
8 (“Notice of Settlement”) attached as Exhibit A to Exhibit 2 to the Declaration of Rebecca
9 Gundzik in Further Support of Motion for Preliminary Approval, makes the following
10 findings:

11 1. The parties to this action are Plaintiff Javier Santiago (“Plaintiff”) and
12 Defendants Univar Solutions, Inc. and Univar Solutions USA, Inc. (“Defendants” or
13 “Univar”). Plaintiff seeks to represent a Class of all individuals who were employed by
14 Defendants in California as non-exempt employees during the Class Period (July 13, 2017,
15 through June 22, 2022).

16 2. After participating in an arms-length mediation, Plaintiff and Defendants
17 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks
18 to represent. The terms of the proposed settlement are fully set forth in the Settlement
19 Agreement (included as Exhibit 2 to the Declaration of Rebecca Gundzik in Further Support
20 of Plaintiff’s Motion for Preliminary Approval).

21 3. The terms of the proposed settlement include the following:

22 a. The proposed Class consists of all individuals who were employed by
23 Defendants in California as non-exempt employees during the Class Period.

24 b. The Class Period shall begin on July 13, 2017 and end on June 22,
25 2022.

26 c. The “PAGA Period” means the period beginning July 13, 2020,
27 through June 22, 2022.

1 d. In settlement, Defendants will pay the gross amount of \$2,750,000,
2 plus the employer's share of withholding taxes. From the gross settlement amount, the
3 parties propose to deduct fees for settlement administration costs in the amount of \$10,000,
4 a payment to the Labor and Workforce Development Agency ("LWDA") of \$75,000 in
5 settlement of claims under the California Labor Code Private Attorneys General Act
6 ("PAGA"), a service and release payment in the amount of \$10,000 to Plaintiff, Class
7 Counsel's reasonable and actual costs in an amount not to exceed \$25,000, and Class
8 counsel's attorneys' fees as approved by the Court, but not to exceed \$916,666.

9 e. \$25,000 of the settlement amount will be distributed only to PAGA
10 Employees, based on the formula specified in the Settlement Agreement.

11 f. The amount remaining, after deductions approved by the Court, will
12 be distributed to individual Settlement Class Members in accord with the formula specified
13 in the Settlement Agreement.

14 4. The Parties propose that notice of this proposed settlement be sent to all Class
15 members by regular mail and that Class members shall have forty-five (45) days to opt out
16 of or object to the settlement.

17 5. The proposed Class counsel are experienced and in their view, the proposed
18 settlement is fair and reasonable.

19 6. The proposed settlement is fair and reasonable to Class members.

20 7. The notice procedure set forth in the Settlement Agreement will adequately
21 notify the Class of the settlement and of their right to opt out or object.

22 8. The Settlement Agreement and Notice include a proposed release which will
23 bind those Class members who do not opt out of the Class.

24 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

25 1. The motion is granted.

26 2. The class action settlement, as set forth in the Settlement Agreement, is
27 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.
28

1 3. The proposed class is provisionally certified as an opt-out class action under
2 Section 382 of the Code of Civil Procedure and conditionally certified as an opt-in
3 collective action under 29 U.S.C. § 216(b) solely for the purpose of the settlement of this
4 matter, with the class defined as specified above and in the Settlement Agreement.

5 4. Plaintiff Javier Santiago is appointed as the class representative for the
6 provisionally-certified class.

7 5. Aaron C. Gundzik, Rebecca G. Gundzik and Galen Shimoda are appointed as
8 Class counsel for the provisionally-certified class.

9 6. Phoenix Settlement Administrators is approved as the Settlement
10 Administrator.

11 7. The Notice of Settlement in substantially the form attached hereto as Exhibit
12 1 is approved and the Settlement Administrator is authorized to send the Notice of
13 Settlement to the provisionally-certified Class.

14 8. The Court directs the settlement administrator to mail the Notice of
15 Settlement to the Class members in a manner consistent with the Settlement Agreement.

16 9. The Court preliminarily approves of the Class release in the Settlement
17 Agreement.

18 10. The Court directs that any and all objections to the Settlement be sent to the
19 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
20 the Notice of Settlement is mailed or re-mailed.

21 11. The Court directs that all requests for exclusion must be sent to the
22 Settlement Administrator and postmarked no later than forty-five (45) calendar days after
23 the Notice of Settlement is mailed or re-mailed.

24 12. A Final Approval Hearing on the question of whether the proposed class
25 settlement should be finally approved as fair, reasonable, and adequate as to the members
26 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
27 Counsel's Costs, for approval of the service and release payments to the class
28 representatives, for approval of the fees of the settlement administrator and for approval of

1 the payment to the LWDA in settlement of all PAGA claims is set for
February 6, 2023, 10:30 a.m.

2 _____ in Department 1 of the above-entitled Court.

3 13. The Court orders that the papers in support of the final approval of the
4 settlement and Plaintiff's award of attorneys' fees and costs shall be filed by ~~16 court days~~
5 ~~before the hearing~~. January 6, 2023.

6 14. Based on the terms of the Settlement Agreement, the following sets forth the
7 proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendants to provide Class data to settlement administrator	within twenty-eight (28) calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten (10) calendar days of receipt of class data from Defendants
Deadline to dispute workdays, opt out of or object to settlement	within forty-five (45) days of mailing or re-mailing of Notice of Settlement
Deadline for settlement administrator to provide counsel with Declaration of Compliance and report regarding notice and exclusion process	5 days prior to deadline for filing motion for final approval
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing January 6, 2023
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	February 6, 2023, 10:30 a.m. _____, 2022

21
22 Dated: 08/26/2022





Hon. Stuart M. Rice
Stuart M. Rice / Judge

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 13, 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 13, 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
--	--

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.

FOR MORE INFORMATION CALL 1-800-_____.

(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 13, 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 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

FOR MORE INFORMATION CALL 1-800-_____.

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 13, 2020 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

FOR MORE INFORMATION CALL 1-800-_____.

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, 2020, 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.

The Court will hear from any class member who attends the Final Approval Hearing and asks to speak about his or her objection, even if the class member did not submit a written objection.

(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. You have the option to attend the Final Approval Hearing by audio or video. Please review the Court's website at <https://my.lacourt.org/lacwelcome> and choose the "Civil" option for directions.

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._____.com) or you may contact the Settlement Administrator as follows:

FOR MORE INFORMATION CALL 1-800-_____.

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

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 July 29, 2022, I served the following document described as

- **[PROPOSED] AMENDED ORDER**

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 July 29, 2022, 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**

Gundzik Gundzik Heeger LLP

Aaron Gundzik, Esq. (aaron.gundzik@gghllp.com)
Rebecca Gundzik, Esq. (rebecca.gundzik@gghllp.com)
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Phone: (818) 290-7461
Fax: (818) 918-2316

Representing:

Javier Santiago, et al.

Littler Mendelson, P.C.

James Becerra, Esq. (jbecerra@littler.com)
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Phone: (310) 553-0308
Fax: (310) 553-5583

Representing:

Univar Solutions Inc.
Univar Solutions USA Inc.

Littler Mendelson, P.C.

Rebecca Aragon, Esq. (raragon@littler.com)
633 West Fifth Street, 63rd Floor
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Phone: (213) 443-4300
Fax: (213) 443-4299

Representing:

Univar Solutions Inc.
Univar Solutions USA Inc.

Shimoda Law Corporation

Galen Shimoda, Esq. (attorney@shimodalaw.com)
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Phone: (916) 525-0716
Fax: (916) 760-3733

Representing:

Javier Santiago, et al.

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.

Exhibit 3



Gundzik | Gundzik | Heeger
Attorneys at Law LLP

14011 Ventura Blvd., Ste. 206E
Sherman Oaks, CA 91423
818.290.7461

December 26, 2022

Javier Santiago

Invoice Number: 1122

Invoice Period: 05-04-2021 - 12-22-2022

Payment Terms: Upon Receipt

RE: Santiago v. Univar Solutions, Inc.- 6208

Time Details

Date	Professional	Description	Hours	Rate	Amount
05-04-2021	ACG	Review employee records; confer with G. Shimoda regarding facts and legal theories; confer with co-counsel regarding facts.	2.20	825.00	1,815.00
05-04-2021	RGG	Confer with A. Gundzik regarding facts and potential claims.	1.30	825.00	1,072.50
05-06-2021	RGG	Review emails with G. Shimoda regarding client communication.	0.30	825.00	247.50
05-06-2021	ACG	Emails with G. Shimoda regarding conversation with client.	0.60	825.00	495.00
05-07-2021	RGG	Confer with co-counsel regarding facts and potential issues regarding Defendant.	0.70	825.00	577.50
05-07-2021	ACG	Interview J. Santiago; research information on defendant; email J. Santiago regarding records authorization; confer with co-counsel regarding same.	3.80	825.00	3,135.00
05-11-2021	ACG	Emails with J. Santiago.	0.40	825.00	330.00
05-21-2021	ACG	Draft engagement and division of fees agreements.	0.60	825.00	495.00
05-24-2021	ACG	Confer with J. Santiago regarding status; revise Engagement Agreement and Division of Fees Agreement; related emails with G. Shimoda.	1.20	825.00	990.00

We appreciate your business

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Date	Professional	Description	Hours	Rate	Amount
05-25-2021	ACG	Emails with G. Shimoda regarding CBAs and other issues.	1.10	825.00	907.50
05-25-2021	RGG	Review emails regarding CBAs and other potential factual hurdles.	0.50	825.00	412.50
05-29-2021	ACG	Review email from J. Santiago regarding engagement agreement.	0.20	825.00	165.00
06-01-2021	ACG	Emails with client regarding division of fees agreement.	0.20	825.00	165.00
06-09-2021	RGG	Review emails with client regarding representation agreements and CBAs.	0.30	825.00	247.50
06-09-2021	ACG	Confer with J. Santiago regarding CBA; emails regarding fee agreement.	0.60	825.00	495.00
06-17-2021	ACG	Emails with G. Shimoda regarding status and CBAs.	0.60	825.00	495.00
06-23-2021	ACG	Email J. Santiago regarding CBAs.	0.40	825.00	330.00
06-28-2021	ACG	Emails with J. Santiago regarding CBA.	0.40	825.00	330.00
06-29-2021	RGG	Review A. Gundzik client notes; confer with co-counsel regarding Complaint; begin drafting Complaint.	4.60	825.00	3,795.00
06-29-2021	ACG	Prepare interview notes; confer with R. Gundzik regarding issues for Complaint.	2.20	825.00	1,815.00
06-30-2021	RGG	Draft Complaint; draft PAGA letter.	1.50	825.00	1,237.50
07-01-2021	ACG	Revise Complaint and PAGA letter.	2.30	825.00	1,897.50
07-01-2021	RGG	Confer with co-counsel regarding claims and venue issues.	0.60	825.00	495.00
07-01-2021	ACG	Confer with co-counsel regarding venue.	0.60	825.00	495.00
07-07-2021	ACG	Emails with G. Shimoda regarding status.	0.50	825.00	412.50
07-07-2021	RGG	Review emails with G. Shimoda regarding status.	0.30	825.00	247.50
07-13-2021	ACG	Revise and finalize Complaint and PAGA letter; emails regarding status and filing.	1.90	825.00	1,567.50
07-16-2021	ACG	Emails with G. Shimoda regarding related case.	0.20	825.00	165.00
07-17-2021	ACG	Review case assignment.	0.40	825.00	330.00
07-19-2021	ACG	Emails regarding related case.	0.40	825.00	330.00
07-21-2021	RGG	Confer with co-counsel regarding potential related case; review emails with G. Shimoda and Larry Lee	0.70	825.00	577.50

Date	Professional	Description	Hours	Rate	Amount
		regarding same.			
07-21-2021	ACG	Confer with L. Lee regarding mediation of Kennedy case; confer with G. Shimoda regarding same; related emails; confer with co-counsel regarding same.	1.40	825.00	1,155.00
07-27-2021	RGG	Review emails regarding Initial Status Conference, employee records and Initial Status Conference Order.	0.40	825.00	330.00
07-27-2021	ACG	Confer with defense counsel regarding status and Initial Status Conference; emails regarding employee records; review Initial Status Conference Order.	2.10	825.00	1,732.50
08-12-2021	ACG	Review of removal papers filed by defendant; confer with co-counsel regarding same and strategy.	3.60	825.00	2,970.00
08-13-2021	RGG	Extensive review and analysis of Judge Scarsi's standing order and how it differed from local rules; extensive review of courtroom requirements, scheduling order and certification motion deadlines; confer with co-counsel regarding strategy regarding timing, discovery and remand.	6.10	825.00	5,032.50
08-13-2021	ACG	Review Standing Order and Scheduling Order; email defense counsel regarding 26f conference; confer with co-counsel regarding removal and certification issues.	5.40	825.00	4,455.00
08-16-2021	RGG	Confer with co-counsel regarding removal and remand; research regarding recent remand cases.	8.20	825.00	6,765.00
08-17-2021	RGG	Research regarding Motion to Remand and recent application regarding sufficiency of Defendant's evidence.	5.20	825.00	4,290.00
08-18-2021	RGG	Research regarding Judge Scarsi remand decisions; research other Judge Scarsi opinions to identify key issues relating to his decisions.	7.90	825.00	6,517.50
08-19-2021	ACG	Confer with and email defense counsel regarding 26f conference.	0.40	825.00	330.00
08-23-2021	ACG	Emails with defense counsel regarding rule 26f meeting.	0.20	825.00	165.00
08-23-2021	RGG	Confer with co-counsel regarding remand and 26f conference; research regarding Motion to Remand and evidence regarding Defendant's removal petition.	4.80	825.00	3,960.00
08-24-2021	RGG	Review court Standing Order and motion rules; analysis regarding Motion to Remand and outline of motion; continue research regarding recent remand cases in light of Nexeo filings.	5.20	825.00	4,290.00
08-24-2021	ACG	Review rules and orders regarding case management report; work on draft report.	3.50	825.00	2,887.50
08-25-2021	ACG	Continue drafting 26f report; prepare for and	2.40	825.00	1,980.00

Date	Professional	Description	Hours	Rate	Amount
		participate in 26f call with defense counsel.			
08-25-2021	RGG	Research regarding Univar's transfer of liabilities; rule 26f conference; email with co-counsel regarding mediators.	6.40	825.00	5,280.00
08-26-2021	ACG	Revise 26f report; draft Requests for Production; draft Interrogatories.	4.10	825.00	3,382.50
08-27-2021	ACG	Draft Belaire Stipulation and Notice; emails with defense counsel regarding same.	2.60	825.00	2,145.00
08-27-2021	RGG	Review and revise Requests for Production, Special Interrogatories and Belaire-West notice and stipulation.	1.40	825.00	1,155.00
08-29-2021	RGG	Continue research regarding Federal opinions regarding rounding of time.	4.80	825.00	3,960.00
08-30-2021	RGG	Revise plaintiff's declaration; research and analysis regarding Motion to Remand; begin drafting Motion to Remand.	7.90	825.00	6,517.50
08-30-2021	ACG	Finalize discovery; email J. Santiago regarding declaration; emails with defense counsel regarding mediation; draft Plaintiff's declaration for Motion to Remand.	2.70	825.00	2,227.50
08-31-2021	ACG	Prepare stipulation to stay action; related legal research; confer with R. Gundzik regarding same.	4.20	825.00	3,465.00
08-31-2021	RGG	Email with opposing counsel re Motion to Remand and further data and records requested; continue research regarding remand and violation assumptions; review emails regarding status and mediation; review and revise draft stipulation to stay; telephone call and email with opposing counsel regarding Motion to Remand and stay of case.	8.70	825.00	7,177.50
09-01-2021	ACG	Emails with J. Santiago regarding other employees; emails with defense counsel regarding stipulation.	0.70	825.00	577.50
09-01-2021	RGG	Emails with opposing counsel regarding stay and Motion to Remand.	0.50	825.00	412.50
09-02-2021	RGG	Work on Motion to Remand.	5.60	825.00	4,620.00
09-02-2021	ACG	Draft First Amended Complaint and Stipulation; email defense counsel regarding same.	2.20	825.00	1,815.00
09-03-2021	ACG	Prepare for and participate in call with defense counsel regarding stay and other issues; legal research regarding Motion to Remand; emails with R. Gundzik regarding remand issues; email defense counsel regarding dismissal.	4.90	825.00	4,042.50
09-03-2021	RGG	Confer with co-counsel regarding Stipulation and Motion to Remand; review emails and research	1.20	825.00	990.00

Date	Professional	Description	Hours	Rate	Amount
		regarding same.			
09-06-2021	ACG	Email client regarding declaration regarding remand.	0.20	825.00	165.00
09-07-2021	RGG	Research regarding recent Central District certification decisions; begin preparation of key highlights and facts from recent certification decisions.	6.20	825.00	5,115.00
09-08-2021	RGG	Confer with co-counsel regarding Stipulation regarding Stay; revise stipulation; draft Proposed Order; email with opposing counsel regarding same; work on Motion to Remand.	8.30	825.00	6,847.50
09-08-2021	ACG	Confer with R. Gundzik regarding issues for revisions to stipulation; emails with defense counsel regarding stipulation.	0.60	825.00	495.00
09-09-2021	RGG	Emails with defense counsel regarding stipulation.	0.40	825.00	330.00
09-10-2021	ACG	Review revisions to stipulation and orders; revise and finalize documents; confer with defense counsel regarding orders.	0.80	825.00	660.00
09-13-2021	ACG	Review order regarding stipulation; emails with defense counsel.	0.40	825.00	330.00
09-13-2021	RGG	Continue research regarding recent Federal Court decisions regarding failure to pay for all time worked; begin research regarding recent Federal decisions regarding failure to pay for all time worked.	6.40	825.00	5,280.00
09-14-2021	RGG	Research regarding Federal Decisions regarding regular rate issues regarding overtime for California Labor Code violations.	5.80	825.00	4,785.00
09-15-2021	RGG	Telephone call with opposing counsel regarding court denial of stay; revise Rule 26f Statement; email with opposing counsel regarding same; confer with co-counsel regarding strategy and deadlines.	3.20	825.00	2,640.00
09-15-2021	ACG	Prepare for and confer with defense counsel regarding scheduling report; confer with co-counsel regarding strategy and deadlines.	1.50	825.00	1,237.50
09-17-2021	RGG	Research regarding Federal Court decisions involving CA Labor Code violations for failure to pay meal and rest break premiums; analysis regarding potential expert testimony needed for certification motion.	7.60	825.00	6,270.00
09-17-2021	ACG	Emails with defense counsel regarding 26f report; review revisions.	0.40	825.00	330.00
09-18-2021	ACG	Emails with defense counsel regarding 26f report; draft initial disclosures.	1.50	825.00	1,237.50
09-20-2021	RGG	Research recent Federal Court decisions regarding CA Labor Code violations for failure to pay all amounts	6.50	825.00	5,362.50

Date	Professional	Description	Hours	Rate	Amount
		due at separation.			
09-20-2021	ACG	Emails with defense counsel regarding 26f Report.	0.40	825.00	330.00
09-21-2021	ACG	Draft initial disclosures.	1.30	825.00	1,072.50
09-22-2021	RGG	Research, strategy and analysis regarding commonality of claims under Federal standards for certification.	7.10	825.00	5,857.50
09-24-2021	RGG	Review recent certification motions filed in Central District; analysis regarding manageability in Federal certification motions and replies.	7.60	825.00	6,270.00
09-24-2021	ACG	Revise and finalize initial disclosures; email defense counsel regarding same.	1.30	825.00	1,072.50
09-28-2021	ACG	Draft Order regarding First Amended Complaint; review, revise and finalize request for telephonic appearance.	1.40	825.00	1,155.00
09-28-2021	RGG	Review court procedures; emails with opposing counsel regarding discovery and request for telephonic appearance at scheduling conference; draft request for telephonic appearance, draft A. Gundzik declaration and order regarding same.	3.20	825.00	2,640.00
09-29-2021	ACG	Analysis and review of scheduling order; confer with co-counsel regarding same.	1.30	825.00	1,072.50
09-29-2021	RGG	Analysis regarding pleadings and whether subclasses needed to proceed to certification; review recent Federal Court cases regarding same; confer with co-counsel regarding scheduling order.	6.20	825.00	5,115.00
09-30-2021	ACG	Emails with defense counsel regarding scheduling order.	0.20	825.00	165.00
10-04-2021	RGG	Confer with co-counsel regarding strategy; telephone call with opposing counsel regarding options for moving forward; emails with mediator regarding additional dates.	3.50	825.00	2,887.50
10-05-2021	RGG	Email with opposing counsel regarding Stipulation to Remand and discovery; draft Stipulation to Remand and Order; confer with co-counsel regarding same; email with mediators regarding dates.	3.40	825.00	2,805.00
10-05-2021	ACG	Email with client regarding supervisors.	0.40	825.00	330.00
10-06-2021	ACG	Review, revise and finalize stipulation; related emails.	0.90	825.00	742.50
10-06-2021	RGG	Emails with opposing counsel regarding Stipulation to Remand and Order.	0.40	825.00	330.00
10-07-2021	ACG	Emails with defense counsel regarding stipulation to	0.20	825.00	165.00

Date	Professional	Description	Hours	Rate	Amount
		remand.			
10-11-2021	RGG	Emails with defense counsel re discovery.	0.40	825.00	330.00
10-12-2021	RGG	Email with opposing counsel regarding discovery and Stipulation regarding Remand.	0.40	825.00	330.00
10-13-2021	RGG	Review Remand Order; review correspondence with opposing counsel regarding same.	0.50	825.00	412.50
10-13-2021	ACG	Email defense counsel regarding Notice of Remand and Stipulation; review and approve Notice of Remand.	0.40	825.00	330.00
10-15-2021	ACG	Email defense counsel regarding stipulation.	0.10	825.00	82.50
10-19-2021	ACG	Review Minute Order.	0.10	825.00	82.50
10-20-2021	RGG	Review email with opposing counsel regarding remand and notice of case review.	0.40	825.00	330.00
10-25-2021	ACG	Draft Joint Status Conference Report; First Amended Complaint and Stipulation; email defense counsel regarding same.	1.20	825.00	990.00
11-02-2021	ACG	Emails with defense counsel regarding Joint Status Conference Report.	0.20	825.00	165.00
11-03-2021	ACG	Review acknowledgment of receipt of remand; review Minute Order; emails with defense counsel regarding Initial Status Conference Report; review and approve Notice of Initial Status Conference.	0.40	825.00	330.00
11-04-2021	ACG	Prepare list of mediation requests; email G. Shimoda regarding same.	1.30	825.00	1,072.50
11-04-2021	RGG	Review correspondence regarding remand and Initial Status Conference; review list of mediation requests with co-counsel.	0.80	825.00	660.00
11-05-2021	ACG	Email defense counsel regarding list of mediation materials.	0.30	825.00	247.50
11-05-2021	RGG	Review emails regarding mediation requests.	0.30	825.00	247.50
11-16-2021	RGG	Review emails regarding First Amended Complaint and mediation records.	0.20	825.00	165.00
11-16-2021	ACG	Emails with defense counsel regarding First Amended Complaint, stipulation and mediation records.	0.50	825.00	412.50
11-22-2021	RGG	Review Joint Status Conference Report; review emails regarding same with opposing counsel.	0.40	825.00	330.00
11-22-2021	ACG	Draft Initial Status Conference Report; emails with defense counsel regarding same.	1.30	825.00	1,072.50

Date	Professional	Description	Hours	Rate	Amount
12-06-2021	RGG	Email with opposing counsel regarding mediation documents.	0.40	825.00	330.00
12-09-2021	RGG	Emails with defense counsel regarding mediation records.	0.40	825.00	330.00
12-10-2021	ACG	Confer with defense counsel regarding Initial Status Conference Report.	0.40	825.00	330.00
12-10-2021	ACG	Review and finalize Joint Status Conference Report.	0.20	825.00	165.00
01-06-2022	ACG	Emails with J. Santiago regarding status.	0.40	825.00	330.00
01-31-2022	RGG	Confer with co-counsel regarding mediation documents; email with opposing counsel regarding same.	0.40	825.00	330.00
02-08-2022	RGG	Email with opposing counsel regarding mediation documents.	0.20	825.00	165.00
02-09-2022	RGG	Emails with defense counsel regarding status of production of mediation documents.	0.30	825.00	247.50
02-15-2022	RGG	Email with opposing counsel regarding mediation data.	0.20	825.00	165.00
02-16-2022	RGG	Email and call with opposing counsel regarding mediation data and dates; confer with co-counsel regarding same.	0.80	825.00	660.00
02-17-2022	ACG	Emails with mediator and defense counsel regarding mediation; email J. Santiago regarding status.	1.20	825.00	990.00
02-17-2022	RGG	Review emails with mediator and opposing counsel; review emails with client.	0.40	825.00	330.00
02-21-2022	RGG	Emails with defense counsel regarding missing mediation data.	0.30	825.00	247.50
03-01-2022	RGG	Email with defense counsel and mediator regarding mediation documents.	0.40	825.00	330.00
03-01-2022	ACG	Emails with defense counsel regarding mediation; emails with consultant; review CBAs produced by defendant.	3.70	825.00	3,052.50
03-02-2022	ACG	Research issues for mediation.	2.80	825.00	2,310.00
03-02-2022	RGG	Email with mediator and defense counsel regarding sample documents; confer with co-counsel regarding same.	0.90	825.00	742.50
03-04-2022	RGG	Emails with mediator and defense counsel regarding mediation documents and additional data needed.	0.50	825.00	412.50

Date	Professional	Description	Hours	Rate	Amount
03-07-2022	RGG	Review consultant analysis of client documents and time records; confer with co-counsel regarding same; begin review of handbooks and policies for mediation brief.	6.20	825.00	5,115.00
03-07-2022	ACG	Review preliminary analysis from consultant; email consultant regarding same; confer with R. Gundzik regarding issues for mediation brief; email defense counsel regarding missing data; work on analysis of CBAs; email defense counsel regarding same; review time and pay data.	4.70	825.00	3,877.50
03-08-2022	ACG	Emails with consultant regarding data analysis; confer with consultant; emails with defense counsel regarding mediation.	1.70	825.00	1,402.50
03-08-2022	RGG	Review and analyze policies; emails with consultant regarding damages; work on summary of policies and CBAs.	7.40	825.00	6,105.00
03-09-2022	ACG	Review pay code information; emails with consultant and defense counsel regarding data.	0.90	825.00	742.50
03-10-2022	RGG	Review file to collect facts for mediation brief; review and analyze sample records.	6.80	825.00	5,610.00
03-11-2022	RGG	Email with opposing counsel regarding additional data; continue review of sample records; analysis regarding claims and damages.	8.70	825.00	7,177.50
03-11-2022	ACG	Emails regarding mediation data.	0.30	825.00	247.50
03-14-2022	ACG	Review consultant analysis; related emails with consultant; draft Memorandum of Understanding for potential settlement.	3.20	825.00	2,640.00
03-14-2022	RGG	Draft mediation brief.	8.30	825.00	6,847.50
03-15-2022	RGG	Continue working on mediation brief.	8.90	825.00	7,342.50
03-15-2022	ACG	Confer with G. Shimoda regarding case status and issues for mediation; emails with J. Santiago regarding mediation.	0.70	825.00	577.50
03-16-2022	ACG	Review and revise mediation brief; confer with J. Santiago regarding mediation; emails with consultant.	3.00	825.00	2,475.00
03-16-2022	RGG	Review info from consultant regarding itemization of damages; confer with co-counsel regarding mediation brief.	2.20	825.00	1,815.00
03-17-2022	RGG	Finalize mediation brief; review relevant sections of CBAs regarding grievances.	4.10	825.00	3,382.50
03-17-2022	ACG	Review CBAs; revise mediation brief; emails with G. Shimoda regarding CBAs.	2.30	825.00	1,897.50

Date	Professional	Description	Hours	Rate	Amount
03-21-2022	ACG	Review and analyze CBAs for mediation; review cases on CBA arbitration and rounding; work on issues for mediation.	7.60	825.00	6,270.00
03-21-2022	RGG	Prepare for mediation; research regarding all claims; review brief and damages analysis.	8.60	825.00	7,095.00
03-22-2022	RGG	Prepare for and attend mediation; review and revise Memorandum of Understanding.	9.80	825.00	8,085.00
03-22-2022	ACG	Prepare for and participate in mediation.	9.60	825.00	7,920.00
03-23-2022	ACG	Review final version of Memorandum of Understanding; confer with J. Santiago regarding settlement terms; emails with G. Shimoda regarding Memorandum of Understanding.	2.80	825.00	2,310.00
03-23-2022	RGG	Review correspondence regarding Memorandum of Understanding; review finalized Memorandum of Understanding and correspondence with opposing counsel and client.	2.30	825.00	1,897.50
03-24-2022	RGG	Review correspondence regarding Memorandum of Understanding; email with opposing counsel regarding settlement agreement.	0.60	825.00	495.00
03-24-2022	ACG	Emails with defense counsel regarding Memorandum of Understanding and Joint Status Conference Report; draft, revise and finalize Joint Status Conference Report.	1.80	825.00	1,485.00
03-25-2022	ACG	Emails with defense counsel regarding Memorandum of Understanding and Joint Status Conference Report; review issues for settlement agreement; confer with R. Gundzik regarding issues for settlement agreement.	2.30	825.00	1,897.50
03-25-2022	RGG	Begin drafting long-form settlement stipulation; confer with paralegal regarding status conference.	7.60	825.00	6,270.00
03-28-2022	RGG	Complete drafting long form settlement stipulation.	8.20	825.00	6,765.00
03-28-2022	ACG	Review and revise settlement agreement.	2.10	825.00	1,732.50
03-29-2022	ACG	Revise settlement agreement; review and revise draft notice of settlement; emails with defense counsel regarding hearing dates; review message from court regarding continue of Status Conference.	3.90	825.00	3,217.50
03-29-2022	RGG	Draft class notice.	5.20	825.00	4,290.00
03-30-2022	RGG	Revise class notice and settlement stipulation; confer with co-counsel regarding same.	4.20	825.00	3,465.00
03-30-2022	ACG	Review Minute Order; email defense counsel regarding settlement agreement and notice; review and revise settlement agreement and notice; email defense counsel regarding same; review TPA bids.	4.70	825.00	3,877.50

Date	Professional	Description	Hours	Rate	Amount
03-31-2022	RGG	Review court order; confer with co-counsel regarding Motion for Preliminary Approval.	0.70	825.00	577.50
03-31-2022	ACG	Confer with co-counsel regarding Motion for Preliminary Approval issues.	0.40	825.00	330.00
04-04-2022	ACG	Emails with defense counsel regarding settlement agreement and TPAs.	0.40	825.00	330.00
04-08-2022	ACG	Review defense comments on settlement agreement and notice; prepare for and confer with defense counsel regarding comments.	2.70	825.00	2,227.50
04-08-2022	RGG	Email with opposing counsel regarding settlement stipulation and class notice; review opposing counsel revisions to same; meet and confer with opposing counsel regarding settlement stipulation and class notice.	2.10	825.00	1,732.50
04-13-2022	RGG	Revise and finalize settlement stipulation and class notice; email with opposing counsel regarding same.	1.90	825.00	1,567.50
04-20-2022	ACG	Email with defense counsel regarding class notice.	0.30	825.00	247.50
04-21-2022	RGG	Review email from opposing counsel and research current health requirements for class notice; revise per current requirements.	1.40	825.00	1,155.00
04-21-2022	ACG	Emails with defense counsel regarding settlement agreement.	0.20	825.00	165.00
04-29-2022	ACG	Emails with J. Santiago regarding settlement agreement.	0.80	825.00	660.00
05-02-2022	ACG	Emails with J. Santiago regarding settlement agreement.	0.40	825.00	330.00
05-02-2022	RGG	Email with opposing counsel regarding settlement stipulation; confer with co-counsel regarding Motion for Preliminary Approval; review emails with client regarding settlement stipulation.	0.80	825.00	660.00
05-03-2022	RGG	Review settlement stipulation and correspondence with opposing counsel regarding same.	0.30	825.00	247.50
05-03-2022	ACG	Emails with defense counsel regarding settlement agreement.	0.30	825.00	247.50
05-03-2022	RGG	Review emails with opposing counsel regarding settlement agreement.	0.20	825.00	165.00
05-04-2022	RGG	Review emails with client regarding settlement agreement.	0.20	825.00	165.00
05-04-2022	ACG	Emails with J. Santiago regarding status and	0.30	825.00	247.50

Date	Professional	Description	Hours	Rate	Amount
		settlement.			
05-04-2022	RGG	Draft A. Gundzik Declaration regarding Motion for Preliminary Approval.	6.80	825.00	5,610.00
05-05-2022	RGG	Draft A. Gundzik declaration regarding Motion for Preliminary Approval; begin drafting Motion for Preliminary Approval.	7.90	825.00	6,517.50
05-09-2022	RGG	Email with opposing counsel regarding settlement stipulation; draft Motion for Preliminary Approval.	8.40	825.00	6,930.00
05-10-2022	RGG	Draft Motion for Preliminary Approval.	7.90	825.00	6,517.50
05-10-2022	ACG	Review and revise Motion for Preliminary Approval Declaration.	3.10	825.00	2,557.50
05-11-2022	RGG	Draft Declaration of TPA, Declaration of J. Santiago, Motion for Preliminary Approval Order; email with TPA regarding declaration; email with opposing counsel regarding Motion for Preliminary Approval.	5.40	825.00	4,455.00
05-23-2022	RGG	Email with co-counsel regarding his declaration for Motion for Preliminary Approval and prepare information for same.	3.20	825.00	2,640.00
05-24-2022	RGG	Draft Declaration for G. Shimoda; revise all Motion for Preliminary Approval papers.	6.20	825.00	5,115.00
05-24-2022	ACG	Confer with G. Shimoda regarding declaration for Motion for Preliminary Approval; review draft declaration.	0.60	825.00	495.00
05-25-2022	ACG	Review and revise papers in support of Motion for Preliminary Approval.	4.10	825.00	3,382.50
07-07-2022	RGG	Review Court's Tentative Ruling regarding Motion for Preliminary Approval; email with opposing counsel regarding same.	0.90	825.00	742.50
07-08-2022	ACG	Review tentative ruling on Motion for Preliminary Approval.	0.40	825.00	330.00
07-11-2022	ACG	Review and revise draft supplemental briefing for Motion for Preliminary Approval; emails with defense counsel.	1.20	825.00	990.00
07-11-2022	RGG	Confer with co-counsel regarding Motion for Preliminary Approval Tentative Ruling; draft amended settlement stipulation and notice; draft declaration regarding amended agreements and Court's Tentative Ruling.	2.80	825.00	2,310.00
07-12-2022	RGG	Email with opposing counsel regarding amended settlement stipulation.	0.50	825.00	412.50

Date	Professional	Description	Hours	Rate	Amount
07-28-2022	RGG	Revise settlement notice; email with opposing counsel regarding amended settlement stipulation; revise supplemental briefing and exhibits.	3.50	825.00	2,887.50
07-29-2022	RGG	Revise supplemental declaration; draft amended settlement stipulation; finalize all for filing.	3.80	825.00	3,135.00
07-29-2022	ACG	Review and revise final supplemental papers.	2.20	825.00	1,815.00
08-25-2022	RGG	Confer with co-counsel regarding Motion for Preliminary Approval.	0.50	825.00	412.50
08-26-2022	RGG	Confer with co-counsel regarding Motion for Preliminary Approval hearing, Motion for Final Approval, TPA duties; review correspondence with TPA and opposing counsel regarding Motion for Final Approval Order and notice; review notice of entry; confer with co-counsel regarding class list.	3.80	825.00	3,135.00
08-26-2022	ACG	Prepare for Motion for Preliminary Approval hearing; attend Motion for Preliminary Approval hearing; emails with co-counsel regarding dates and deadlines from hearing; emails with J. Santiago regarding status.	3.20	825.00	2,640.00
08-29-2022	RGG	Review correspondence with client regarding status; review correspondence regarding Motion for Preliminary Approval and calendar of events.	0.50	825.00	412.50
08-31-2022	ACG	Emails with TPA regarding administrative timeline.	0.30	825.00	247.50
10-07-2022	RGG	Review email from opposing counsel regarding class data; confer with co-counsel regarding same.	0.40	825.00	330.00
10-07-2022	ACG	Emails with defense counsel regarding status of data.	0.20	825.00	165.00
10-11-2022	ACG	Emails with defense counsel regarding data.	0.20	825.00	165.00
10-11-2022	RGG	Email with opposing counsel regarding class data.	0.30	825.00	247.50
10-13-2022	RGG	Email with TPA and opposing counsel regarding class data.	0.40	825.00	330.00
10-13-2022	ACG	Emails with defense counsel and TPA regarding data.	0.30	825.00	247.50
10-14-2022	ACG	Emails with defense counsel regarding status of data.	0.20	825.00	165.00
10-15-2022	RGG	Review correspondence regarding class list.	0.30	825.00	247.50
10-17-2022	RGG	Review correspondence regarding class list; confer with co-counsel regarding same; email TPA regarding revised mailing dates.	0.80	825.00	660.00
10-17-2022	ACG	Review data from Defendant; emails with defense counsel regarding same.	1.10	825.00	907.50

Date	Professional	Description	Hours	Rate	Amount
10-18-2022	RGG	Review correspondence with TPA regarding class notice, class period dates; review revised class payments spreadsheet.	1.80	825.00	1,485.00
10-18-2022	ACG	Review and comment on draft calculations and notice from TPA; related emails.	1.40	825.00	1,155.00
10-28-2022	ACG	Email with TPA continuing notice mailing.	0.20	825.00	165.00
10-31-2022	RGG	Emails with TPA regarding class notice mailing.	0.30	825.00	247.50
11-04-2022	ACG	Confer with potential class member regarding notice; emails with TPA and defense counsel regarding same.	0.40	825.00	330.00
11-14-2022	ACG	Review TPA report; emails with TPA regarding same.	0.20	825.00	165.00
11-15-2022	ACG	Emails with defense counsel regarding potential class member.	0.20	825.00	165.00
11-15-2022	RGG	Review emails regarding Nexeo employee.	0.20	825.00	165.00
11-21-2022	ACG	Emails with potential class member; email defense counsel; review TPA report; confer with defense counsel regarding Nexeo issues.	1.20	825.00	990.00
11-21-2022	RGG	Confer with co-counsel regarding class release issues; telephone call with opposing counsel regarding same.	1.20	825.00	990.00
11-22-2022	RGG	Review and revise summary to opposing counsel regarding release and Nexeo; confer with co-counsel regarding strategy.	1.40	825.00	1,155.00
11-22-2022	ACG	Emails with defense counsel regarding revisions to release.	0.50	825.00	412.50
11-26-2022	ACG	Review TPA report.	0.20	825.00	165.00
11-28-2022	RGG	Review weekly report.	0.30	825.00	247.50
12-01-2022	ACG	Confer with court clerk regarding conference with court; email defense counsel regarding same.	0.60	825.00	495.00
12-02-2022	ACG	Emails with defense counsel regarding conference with court; message court regarding conference.	0.50	825.00	412.50
12-02-2022	RGG	Review emails with opposing counsel regarding release language and court posting.	0.30	825.00	247.50
12-05-2022	RGG	Review emails with opposing counsel regarding Nexeo; review TPA report.	0.50	825.00	412.50
12-05-2022	ACG	Review TPA report; review message from court; draft response; email to defense counsel regarding same.	1.30	825.00	1,072.50

Date	Professional	Description	Hours	Rate	Amount
12-05-2022	RGG	Review court postings and confer with co-counsel regarding same; review weekly report.	0.60	825.00	495.00
12-06-2022	ACG	Post message on CaseAnywhere regarding release issue; emails with defense counsel regarding same.	0.30	825.00	247.50
12-09-2022	RGG	Review weekly report.	0.30	825.00	247.50
12-12-2022	ACG	Review TPA report.	0.20	825.00	165.00
12-12-2022	RGG	Review TPA report.	0.20	825.00	165.00
12-15-2022	ACG	Prepare for and attend hearing regarding Nexeo release issues.	1.10	825.00	907.50
12-19-2022	ACG	Review TPA report.	0.20	825.00	165.00
12-19-2022	RGG	Review TPA report.	0.20	825.00	165.00
12-19-2022	RGG	Review weekly report; analysis regarding Motion for Final Approval issues; begin drafting A. Gundzik declaration regarding Motion for Final Approval.	7.40	825.00	6,105.00
12-20-2022	RGG	Draft A. Gundzik declaration for Motion for Final Approval; begin review and corrections to time records.	8.70	825.00	7,177.50
12-20-2022	ACG	Work on Iodestar for Motion for Final Approval.	1.10	825.00	907.50
12-21-2022	ACG	Revise declaration regarding Motion for Final Approval.	2.20	825.00	1,815.00
12-21-2022	RGG	Confer with co-counsel regarding Nexeo issues; research issues related to final approval; continue review and corrections to time records; complete A. Gundzik declaration; email with TPA regarding payment amounts to class members.	9.20	825.00	7,590.00
12-22-2022	RGG	Draft TPA's declaration; draft Plaintiff's declaration; begin drafting Motion for Final Approval.	8.90	825.00	7,342.50
			Total		459,360.00

Time Summary

Professional	Hours	Amount
Aaron C. Gundzik	174.80	144,210.00
Rebecca G. Gundzik	382.00	315,150.00
Total		459,360.00

Expenses

Date	Expense	Description	Amount
07-13-2021	Express Network	Summons and Complaint	195.00
07-13-2021	Express Network	Summons and Complaint	45.00
07-13-2021	Filing fee	LWDA	75.00

Date	Expense	Description	Amount
07-13-2021	Express Network	Summ; Complaint; Cover Sheet; Addendum	1,641.00
07-16-2021	Express Network	POS (x2)	59.00
07-27-2021	Express Network	Notice	80.75
11-03-2021	Express Network	Notice	43.00
11-22-2021	Express Network	Stip and Order	68.00
12-01-2021	Express Network	Notice of Entry of Order	43.00
02-01-2022	Corporate Research	Case Anywhere 11/16/21-1/31/22	118.80
02-21-2022	Mediation Services	Kyriacou Mediation	9,000.00
03-29-2022	Miscellaneous	Berger Consulting Group	2,450.00
05-02-2022	Corporate Research	Case Anywhere 2/1/22-4/30/22	120.00
05-25-2022	Express Network	Motion; Dec (x4); Order	115.00
07-29-2022	Express Network	Dec	49.00
07-29-2022	Express Network	Proposed Amended Order	49.00
07-31-2022	Corporate Research	Case Anywhere 5/1/22-7/31/22	168.00
10-31-2022	Corporate Research	Case Anywhere 8/1-10/31/22	126.00
Total Expenses			14,445.55
Total for this Invoice			473,805.55

Matter Statement of Account

As of 01-05-2023

Matter	Invoices / Credits	Trust	Balance Due
Santiago v. Univar Solutions, Inc.- 6208	473,805.55		473,805.55
	Total Amount to Pay		473,805.55

Santiago v. Univar Solutions, Inc.- 6208

Transactions

Date	Transaction	Applied	Invoice	Amount
12-26-2022	Invoice 1122			473,805.55
			Balance	473,805.55

Open Invoices and Credits

Date	Transaction	Amount	Applied	Balance
12-26-2022	Invoice 1122	473,805.55		473,805.55
			Balance	473,805.55

Exhibit 4



National Association of Legal Fee Analysis
Specializing in Attorney Fees & Legal Billing
— *The Nation's Top Attorney Fee Experts*

News Release

FOR IMMEDIATE RELEASE

March 4, 2020

Survey: Defense Rates Keep Pace with Plaintiffs' Rates in Class Action Litigation

Chicago, IL -- Defense rates keep pace with plaintiffs' rates in class action litigation at partner and associate levels in 2020. That's just one of the findings from a recent survey, The 2020 Class Action Hourly Rate Survey, conducted by the National Association of Legal Fee Analysis (NALFA). This billing rate survey, conducted via email over a two month period, asked class action litigators from the nation's 16 largest legal markets if their current regular hourly rate falls within a given range.

The NALFA survey shows that 95 percent of all class actions fall within the \$200-\$1,200 hourly rate range for both defense and plaintiffs' counsel at partner and associate levels. In short, only 5 percent of class action hourly rates are less than \$200 and over \$1,200. Thus, nearly all class action hourly rates fall within a \$1,000 hourly rate statistical variance.

This survey is the first in a series of hourly rate surveys that NALFA will be conducting in specific practice areas. NALFA also conducts custom hourly rate surveys for clients such as law firms, corporate legal departments, and government agencies. NALFA surveys provide the most accurate and current hourly rate ranges within a given geography and practice area.

"This survey data may be the nation's first and only quantitative class action hourly rate data of its kind," said Terry Jesse, NALFA Executive Director. With more class action hourly rate data to follow, here are some of the top level findings from NALFA's 2020 Class Action Hourly Rate Survey:

The 2020 Average Hourly Rate Range in Class Actions		
	Plaintiffs' Rate	Defense Rate
Senior Partner (20+ Years in Practice)	\$801-\$900	\$801-\$900
Partner (16-19 Years in Practice)	\$701-\$800	\$601-\$700
Junior Partner (12-15 Years in Practice)	\$501-\$600	\$401-\$500
Senior Associate (9-11 Years in Practice)	\$401-\$500	\$301-\$400
Associate (5-8 Years in Practice)	\$201-\$300	\$201-\$300
Junior Associate (2-4 Years in Practice)	\$201-\$300	\$201-\$300
Estimated Margin of Error: +/- \$25.00		

For more information on this survey, visit <http://www.thenalfa.org/blog/survey-class-action-defense-rates-keep-pace-with-plaintiffs-rates-in-2020/> or contact Terry Jesse, NALFA Executive Director at terry@thenalfa.org or call us at (312) 907-7275.



The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. Our members follow

Best Practices in Legal Fee Analysis. Our services include: Custom Hourly Rate Surveys and Fee Dispute Mediation. For more on NALFA, visit www.thenalfa.org. Follow us on Twitter at [@AttorneyFees](https://twitter.com/AttorneyFees).

NALFA | 1336 W. Greenleaf Ave, #3E, Chicago, IL 60626

[Unsubscribe agundzik@gghslaw.com](mailto:unsubscribe_agundzik@gghslaw.com)

[Update Profile](#) | [About Constant Contact](#)

Sent by info@thenalfa.org

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

- **DECLARATION OF AARON C. GUNDZIK IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA ACTION 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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Representing:

Javier Santiago, et al.

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.