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

MARIANO AGUIRRE, JR., individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BW PACKAGING SYSTEMS, INC., a Missouri
corporation; BARRY-WEHMILLER GROUP,
INC., a Missouri corporation; BARRY-
WEHMILLER COMPANIES, INC., a Missouri
corporation; BARRY-WEHMILLER DESIGN
GROUP, INC., a Missouri corporation; THIELE
TECHNOLOGIES LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No. 21STCV39617

CLASS AND REPRESENTATIVE ACTION

[Hon. Kenneth R. Freeman, Dept. 14]

**JOINT STIPULATION OF CLASS AND PAGA
ACTION SETTLEMENT**

PAGA Notice Case No.	
LWDA-CM-849754-21:	October 25, 2021
Action Filed:	October 27, 2021
FAC Filed:	June 20, 2022
Answer Filed:	April 21, 2023
Trial Date:	None Set

1 IT IS HEREBY STIPULATED, by and between Plaintiff Mariano Aguirre Jr. (“Plaintiff”),
2 individually and on behalf of the Class Members (as defined below), and Defendant BARRY-
3 WEHMILLER COMPANIES, INC., (“Defendant”), and subject to the approval of the Court, that the
4 Action (as defined below) is hereby compromised and settled pursuant to the terms and conditions set forth
5 in this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Agreement”) and
6 that the Court shall make and enter judgment subject to the definitions, recitals, and terms set forth herein,
7 which by this reference become an integral part of this Agreement.

8 **I. DEFINITIONS**

- 9 A. “Action” or “Lawsuit” means the civil action entitled *Mariano Aguirre Jr. v. BW*
10 *Packaging Systems, Inc.*, filed on October 27, 2021, in the Los Angeles County Superior
11 Court, and assigned Case No. 21STCV39617.
- 12 B. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class and PAGA
13 Action Settlement and Release of Claims.
- 14 C. “Class” or “Class Members” means all non-exempt employees who are or previously were
15 employed by any of the defendants named in the Second Amended Complaint and
16 performed work in California during the Class Period, or if any such person is incompetent,
17 deceased, or unavailable due to military service, his or her legal representative or successor
18 in interest, evidenced by reasonable verification.
- 19 D. “Class Counsel” means the attorneys of record for the Class Representative and Class
20 Members, including Kane Moon, Allen Feghali, and Hyunjin Kim of Moon Law Group,
21 P.C., 1055 West Seventh Street, Suite 1880, Los Angeles, California, 90017.
- 22 E. “Class Counsel Costs Award” means the amount allocated to Class Counsel for
23 reimbursement of the reasonable attorneys’ expenses they incurred to prosecute the Action,
24 subject to Court-approval and paid from the Maximum Settlement Amount.
- 25 F. “Class Counsel Fees Award” means the amount allocated to Class Counsel for
26 reimbursement of the reasonable attorneys’ fees they incurred to prosecute the Action,
27 subject to Court-approval and paid from the Maximum Settlement Amount.
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- 1 G. “Class Data” means Class Member identifying information that Defendant will compile
2 from its available electronic records and provide to the Settlement Administrator. The Class
3 Data shall be formatted as a Microsoft Excel spreadsheet and shall include, to the extent
4 such information is in Defendant’s currently available electronic timekeeping and payroll
5 systems: (i) each Class Member’s full name; (ii) each Class Member’s last known address;
6 (iii) each Class Member’s last known telephone number; (iv) each Class Member’s Social
7 Security number; (v) each Class Member’s Qualified Workweeks; and (vi) each Class
8 Member’s Qualified PAGA Workweeks.
- 9 H. “Class Payment Ratio” means the respective Qualified Workweeks for each Settlement
10 Class Member divided by the total Qualified Workweeks for all Settlement Class
11 Members.
- 12 I. “Class Period” means the period from October 27, 2017 through March 31, 2024.
- 13 J. “Class Representative Service Award” means the amount allocated to the Class
14 Representative for his efforts and risks in assisting with the prosecution of the Action and
15 in exchange for his General Release of Defendant, subject to Court-approval and paid from
16 the Maximum Settlement Amount.
- 17 K. “Class Representative” means the named Plaintiff in this Lawsuit, Mariano Aguirre Jr.
- 18 L. “Court” means the Superior Court for the State of California, County of Los Angeles.
- 19 M. “Defendant” means Barry-Wehmiller Companies, Inc.
- 20 N. “Defense Counsel” means the attorney of record for Defendant, including Christopher W.
21 Decker of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope Street, Suite
22 1200, Los Angeles, California 90071.
- 23 O. “Effective Date” means the later of the following: (i) the date the time expires to file an
24 appeal of the Court’s Judgment Granting Final Approval; or (ii) if a Notice of Appeal of
25 the Court’s Judgment Granting Final Approval is timely filed, then the date the appeal is
26 finally resolved, if Final Approval is unaffected.
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- 1 P. “Final Approval Order” means the Court’s Order Granting Final Approval of the Class
2 Action Settlement.
- 3 Q. “Individual Class Payments” means the amounts payable from the Net Settlement Amount
4 to each Settlement Class Member as described in Paragraph III(M)(2)(a)(i).
- 5 R. “Individual PAGA Payments” means the amounts payable from the PAGA Settlement
6 Amount to each PAGA Member as described in Paragraph III(M)(2)(a)(ii).
- 7 S. “Individual Settlement Payment” means the amount payable from the Net Settlement
8 Amount to each Class Member, calculated as the sum of: (1) that individual’s Individual
9 Class Payment, if any; and (2) that individual’s Individual PAGA Payment.
- 10 T. “LWDA Payment” means the amount payable from the PAGA Settlement Amount to the
11 California Labor and Workforce Development Agency (“LWDA”) as described in
12 Paragraph I(CC).
- 13 U. “Maximum Settlement Amount” means the total and maximum amount Defendant shall
14 pay under this Agreement, except as provided in Paragraph III(N) and except that
15 Defendant shall be separately responsible for legally required employer’s payroll taxes on
16 the wage portion of the Individual Class Payments. The Maximum Settlement Amount is
17 \$2,000,000.00 and shall include all payments contemplated by this Agreement without
18 exception.
- 19 V. “Net Settlement Amount” means the Maximum Settlement Amount less the Individual
20 PAGA Payments, LWDA Payment, Class Counsel Costs Award, Class Counsel Fees
21 Award, Class Representative Service Award, and Settlement Administration Costs.
- 22 W. “Notice Packet” means the Court-approved Notice of Class and PAGA Action Settlement
23 to be mailed to Class Members in English and Spanish, substantially in the form attached to
24 this Settlement Agreement as **Exhibit A** and incorporated by reference herein.
- 25 X. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
26 California Labor Code sections 2698, et. seq.
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- 1 Y. “PAGA Members” means all non-exempt employees who are or previously were employed
2 by any of the defendants named in the Second Amended Complaint and performed work in
3 California during the PAGA Period.
- 4 Z. “PAGA Member Fund” means the amount payable from the PAGA Settlement Amount to
5 the PAGA Members.
- 6 AA. “PAGA Payment Ratio” means the respective Qualified PAGA Workweeks for each
7 PAGA Member divided by the total Qualified PAGA Workweeks for all PAGA Members.
- 8 BB. “PAGA Period” means the period from October 25, 2020 to March 31, 2024.
- 9 CC. “PAGA Settlement Amount” means the total amount of the Maximum Settlement Amount
10 allocated to the resolution of claims under the California Labor Code Private Attorneys
11 General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.). The PAGA Settlement Amount is
12 \$200,000.00 and shall be allocated as follows: (1) Seventy-Five Percent (75%), or One
13 Hundred and Fifty Thousand Dollars (\$150,000.00) to the LWDA (the “LWDA
14 Payment”), and (2) Twenty-Five Percent (25%), or Fifty Thousand Dollars (\$50,000.00) to
15 the PAGA Members (“PAGA Member Fund”). The PAGA Member Fund will be
16 distributed to PAGA Members as Individual PAGA Payments, even if they request to be
17 excluded from the settlement of class claims.
- 18 DD. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either Plaintiff or
19 Defendant, individually.
- 20 EE. “Plaintiff” shall mean the named Plaintiff in this Action, Mariano Aguirre Jr.
- 21 FF. “Preliminary Approval Date” means the date the Court enters an Order Granting
22 Preliminary Approval of the Settlement.
- 23 GG. “Qualified Settlement Fund” means the qualified settlement fund set up by the Settlement
24 Administrator into which the Maximum Settlement Amount shall be deposited and from
25 which disbursements shall be made.
- 26 HH. “Qualified Workweeks” means the number calculated by: (a) determining the total number
27 of days (as reflected in the Class Data) that Class Members were employed in California in
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an hourly-paid, non-exempt position for Defendant from October 27, 2017 through March 31, 2024; and (b) dividing that number by seven.

II. “Qualified PAGA Workweeks” means the number calculated by: (a) determining the total number of days (as reflected in the Class Data) that PAGA Members were employed in California in an hourly-paid, non-exempt position for Defendant from October 25, 2020 through March 31, 2024; and (b) dividing that number by seven.

JJ. “Released Class Claims” All causes of action and factual or legal theories that (i) were alleged in the First Amended Complaint or the Second Amended Complaint, or (ii) reasonably could be alleged based on the facts and legal theories contained in the First Amended Complaint or the Second Amended Complaint, including all of the following claims for relief: (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to reimburse business expenses; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage statements; (h) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Second Amended Complaint; (i) failure to keep requisite payroll records; (k) any other claims or penalties under the wage and hour laws pleaded in the Action; and (l) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The Released Class Claims expressly exclude claims for penalties under the Private Attorney General Act (PAGA), which shall be separately released below. The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Release. Defendant shall be entitled to a release of Released Class Claims which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination,

1 unemployment insurance, disability, social security, workers' compensation, claims while
2 classified as exempt, and claims outside of the Class Period.

3 KK. "Released PAGA Claims" means: all causes of action and factual or legal theories for civil
4 penalties under the California Labor Code Private Attorneys General Act of 2004 against
5 any of the Released Parties that (i) were alleged in the First Amended Complaint, or the
6 Second Amended Complaint and in Plaintiff's notice of claims to the LWDA, or (ii)
7 reasonably could be alleged based on the facts and legal theories contained in the First
8 Amended Complaint or the Second Amended Complaint and in Plaintiff's notice of claims
9 to the LWDA. The period of the Release shall extend to the limits of the PAGA Period.
10 The res judicata effect of the Judgment will be the same as that of the Release of Released
11 PAGA Claims. Defendant shall be entitled to a release of Released PAGA Claims which
12 occurred during the PAGA Period, and expressly excluding all other claims, including
13 claims for vested benefits, wrongful termination, unemployment insurance, disability,
14 social security, workers' compensation, claims while classified as exempt, and claims
15 outside of the PAGA Period.

16 LL. "Released Parties" are Barry-Wehmiller Companies, Inc., Barry-Wehmiller Group,
17 Inc, BW Packaging Systems, Inc., Barry-Wehmiller Design Group, Inc., Thiele
18 Technologies LLC, Design Group Facility Solutions, Inc., Pneumatic Scale
19 Angelus, LLC, Angelus Sanitary Can Machine Company, LLC, Angelus Machine
20 Corporation, International, BW Flexible Systems, LLC, BW Integrated Systems,
21 LLC, Accraply, LLC, Alliance Machine Systems International, LLC, Barry -
22 Wehmiller Papersystems, Inc., The Ward Machinery Company, Paper Converting
23 Machine Company, Synerlink, USA, Inc., AROL North America, Inc., W+D North
24 America, Inc., Baldwin Technology Company, Inc., Baldwin Americas
25 Corporation, Carr Biosystems, LLC and each of their past, present and/or future,
26 direct and/or indirect, officers, directors, members, managers, employees, agents,
27 representatives, attorneys, insurers, partners, investors, shareholders, owners,
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administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

MM. “Request for Exclusion” means the formal request to be excluded from the Settlement as described in detail in Paragraph II(M)(7).

NN. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails the Notice Packets to Class Members and the last date on which Class Members may timely submit a Request for Exclusion or Objection to the Settlement.

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

PP. “Settlement Administrator” means ILYM Group, Inc.

QQ. “Settlement Class” or “Settlement Class Members” means all Class Members that do not submit a valid Request for Exclusion. Settlement Class Members will release all of the Released Class Claims and be bound by all terms of the Settlement and any final judgment entered in this Action.

RR. “Second Amended Complaint” means the amended complaint attached hereto as Exhibit B, which the Parties stipulated for leave to file, and was filed and served, on or about April 23, 2024.

II. RECITALS

A. Class Certification. The Parties stipulate and agree to certification of the Class for purposes of this Settlement only. This Agreement is subject to the approval of the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately decertified, subject to further proceedings on motion of any party to certify or deny certification thereafter. The Parties’ willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and

1 shall not be admissible or considered in connection with, the issue of whether a class
2 should be certified in any other lawsuit.

3 B. Procedural History. On October 27, 2021, Plaintiff filed a putative class action Complaint
4 asserting claims against Defendant for alleged violations of the California Labor Code,
5 including failure to pay minimum wages and overtime compensation, failure to provide
6 proper meal periods or premium payments in lieu thereof, failure to provide rest breaks or
7 premium payments in lieu thereof, failure to indemnify necessary business expenses,
8 failure to timely pay wages, failure to timely pay final wages, and failure to provide
9 complete, accurate, or properly formatted wage statements; and for restitution under
10 California Business & Professions Code sections 17200, et seq., interest, and attorneys'
11 fees and costs. On June 20, 2022, Plaintiff filed an amended class and representative action
12 complaint asserting an additional claim against Defendant for civil penalties under PAGA.
13 On April 23, 2024, Plaintiff filed a Second Amended Complaint, adding all of the Released
14 Parties as defendants and adding factual support for some of the claims. The action was
15 filed in the Superior Court of California, in and for the County of Los Angeles, and was
16 assigned Case Nnumber 21STCV39617.

17 C. Mediation. On December 21, 2023, the Parties participated in a private mediation with
18 Steve Rottman, a well-respected mediator with considerable experience mediating wage
19 and hour class actions. Mediation took place only after the Parties exchanged extensive
20 informal mediation data. The mediation and subsequent negotiations resulted in the
21 Settlement described herein to resolve this Action in its entirety.

22 D. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
23 expense and length of continued proceedings necessary to litigate their disputes through
24 trial and any possible appeals. Plaintiff has also taken into account the uncertainty and risk
25 of the outcome of further litigation and the difficulties and delays inherent in such
26 litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
27 establish liability for the claims asserted in the Action, both generally and in response to
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1 Defendant's defenses thereto, and the difficulties in establishing damages for the Class
2 Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the
3 terms set forth in this Agreement represent a fair, adequate and reasonable settlement and
4 are in the best interests of the Class Members.

- 5 E. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
6 this litigation would be protracted and expensive for all Parties. Substantial amounts of
7 Defendant's time and resources have been and, unless this Settlement is made, will
8 continue to be devoted to the defense of the claims asserted by Plaintiff and the Class
9 Members. Defendant has also taken into account the risks of further litigation in reaching
10 its decision to enter into this Settlement. Despite continuing to contend that it is not liable
11 for any of the claims set forth by Plaintiff, Defendant has, nonetheless, agreed to settle in
12 the manner and upon the terms set forth in this Agreement to put to rest the claims as set
13 forth in the Action.
- 14 F. Defendant's Defenses. Defendant claims that Plaintiff's allegations have no merit and do
15 not give rise to liability. This Agreement is a compromise of disputed claims. The monies
16 being paid as part of the settlement are genuinely disputed, and the Parties agree that the
17 provisions of Labor Code section 206.5 are not applicable to this Settlement. Nothing
18 contained in this Agreement, no documents referred to herein, and no action taken to carry
19 out this Agreement may be construed or used as an admission by or against Defendant as to
20 the merits or lack thereof of the claims asserted.

21 **III. TERMS OF AGREEMENT**

- 22 A. Settlement Consideration by Defendant. Defendant shall pay no more than the Maximum
23 Settlement Amount under this Agreement, except as provided in Paragraph III(N) and
24 except that Defendant shall be separately responsible for legally required employer's
25 payroll taxes on the wage portion of the Individual Class Payments.
- 26 B. Release of Class Claims. Upon full funding of the Maximum Settlement Amount, all
27 Settlement Class Members will be bound by a release of all claims and causes of action
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1 falling within the definition of “Released Class Claims,” whether known or unknown and
2 irrespective of the factual or legal basis for such claims. However, to be clear, the scope of
3 the Release of Class Claims is limited to the Released Class Claims. Plaintiff and the
4 Settlement Class Members may hereafter discover facts or legal arguments in addition to or
5 different from those they now know or currently believe to be true with respect to the
6 claims, causes of action and legal theories of recovery in this Action. Regardless, the
7 discovery of new facts or legal arguments shall in no way limit the scope or definition of
8 the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Settlement
9 Class Members shall be deemed to have, and by operation of the Final Judgment approved
10 by the Court, shall have, fully, finally, and forever settled and released all of the Released
11 Class Claims. The Parties understand and specifically agree that the scope of the Release of
12 Class Claims is a material part of the consideration for this Agreement; was critical in
13 justifying the agreed-upon economic value of this Settlement, and without it, Defendant
14 would not have agreed to the consideration provided; and is narrowly drafted and necessary
15 to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that
16 were or could have been alleged based on the facts, causes of action and legal theories
17 contained in the operative Complaint.

18 C. Release of PAGA Claims. No PAGA Members may opt out of the Settlement. The
19 LWDA, the State of California, and all PAGA Members will be bound by a release of all
20 claims and causes of action falling within the definition of “Released PAGA Claims,”
21 whether known or unknown and irrespective of the factual or legal basis for such claims.
22 However, to be clear, the scope of the Release of PAGA Claims is limited to the Released
23 PAGA Claims. Plaintiff and the PAGA Members may hereafter discover facts or legal
24 arguments in addition to or different from those they now know or currently believe to be
25 true with respect to the claims, causes of action and legal theories of recovery in this
26 Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the
27 scope or definition of the Released PAGA Claims, and by virtue of this Agreement, the
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1 LWDA, the State of California, and all PAGA Members shall be deemed to have, and by
2 operation of the Final Judgment approved by the Court, shall have, fully, finally, and
3 forever settled and released all of the Released PAGA Claims. The Parties understand and
4 specifically agree that the scope of the Release of PAGA Claims is a material part of the
5 consideration for this Agreement; was critical in justifying the agreed-upon economic value
6 of this Settlement, and without it, Defendant would not have agreed to the consideration
7 provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace
8 of mind regarding the resolution of claims that were or could have been alleged based on
9 the facts, causes of action and legal theories contained in the operative Complaint.

10 D. General Release by Plaintiff. As of the Effective Date, for the consideration set forth in
11 this Agreement, Plaintiff, for himself and his heirs, successors and assigns, hereby waives,
12 releases, acquits and forever discharges the Released Parties from any and all claims,
13 actions, charges, complaints, grievances and causes of action, of whatever nature, whether
14 known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this
15 Agreement, including, but not limited to, any and all tort claims, contract claims, wage
16 claims, wrongful termination claims, disability claims, benefit claims, public policy claims,
17 retaliation claims, statutory claims, personal injury claims, emotional distress claims,
18 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and
19 any and all claims arising under any federal, state or other governmental statute, law,
20 regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor
21 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
22 Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act,
23 the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
24 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and
25 Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
26 Whistleblower Protection Act, California Business & Professions Code sections 17200 et
27 seq., and any and all claims arising under any federal, state or other governmental statute,
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1 law, regulation or ordinance. Plaintiff hereby expressly waives and relinquishes any and all
2 claims, rights or benefits that he may have under California Civil Code section 1542, which
3 provides as follows: “*A general release does not extend to claims that the creditor or*
4 *releasing party does not know or suspect to exist in his or her favor at the time of executing*
5 *the release and that, if known by him or her, would have materially affected his or her*
6 *settlement with the debtor or released party.*” Plaintiff may hereafter discover claims or
7 facts in addition to, or different from, those which they now know or believe to exist, but he
8 expressly agrees to fully, finally and forever settle and release any and all claims against
9 the Released Parties, known or unknown, suspected or unsuspected, which exist or may
10 exist on behalf of or against the other at the time of execution of this Agreement, including,
11 but not limited to, any and all claims relating to or arising from Plaintiff’s employment with
12 Defendant. The Parties further acknowledge, understand and agree that this representation
13 and commitment is essential to the Agreement and that this Agreement would not have
14 been entered into were it not for this representation and commitment.

15 E. Conditions Precedent: This Settlement will become final and effective only upon the
16 occurrence of all of the following events:

- 17 1. The Court approves the Parties’ stipulation to file the Second Amended Complaint,
18 for purposes of settlement only, to (i) add (a) all class claims and causes of action
19 falling within the definition of “Released Claims” for the Class Period and (b) all
20 PAGA claims and causes of action falling within the definition of “Released PAGA
21 Claims” for the PAGA Covered Period; (ii) allege all facts supporting those claims,
22 including but not limited to all facts alleged by Plaintiff at the mediation on
23 December 21, 2023, (iii) amend the class definition to correspond to the “Class” in
24 this Agreement; and (iv) add as named defendants all named entities identified in
25 the definition of “Released Parties” in this Agreement.
- 26 2. At least 65 days pass since the filing of Plaintiff’s amended LWDA Notice on
27 February 6, 2024;

3. Plaintiff files the Second Amended Complaint;
4. The complete execution of this Agreement by all entities identified;
5. The Court enters an Order Granting Preliminary Approval of the Settlement;
6. The Court enters an Order and Final Judgment Granting Final Approval of the Settlement;
7. The Effective Date occurs; and
8. Defendant does not invoke its right to revoke the Settlement as described in Paragraph III(R).

F. Nullification of Settlement Agreement. In the event this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or materially modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

1. This Settlement Agreement shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for purposes of this Settlement) shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period only for purposes of settlement and only as follows:

1. Plaintiff shall be appointed as Class Representative;
2. Moon Law Group, P.C. shall be appointed Class Counsel; and

1 3. In the event this Settlement is not approved by the Court, fails to become effective,
2 or is reversed, withdrawn or materially modified by the Court, or in any way
3 prevents or prohibits Defendant from obtaining a complete resolution of the claims
4 as described herein, the conditional class certification (obtained for purposes of this
5 Settlement) shall be void ab initio and of no force or effect, and shall not be
6 admissible in any judicial, administrative, or arbitral proceeding for any purpose or
7 with respect to any issue, substantive or procedural.

8 H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of
9 the payments called for hereunder, and Class Members are not relying on any statement or
10 representation by the Parties in this regard. Settlement Class Members, PAGA Members,
11 Plaintiff, and Class Counsel understand and agree that they will be responsible for the
12 payment of any taxes and penalties assessed on payments they receive pursuant to the
13 Settlement and will be solely responsible for any penalties or other obligations resulting
14 from their personal tax reporting.

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

J. Preliminary Approval Motion. At the earliest practicable time, but after Plaintiff has filed a Second Amended Complaint at least 65 days after his amended PAGA letter, and Plaintiff shall file with the Court a Motion for Preliminary Approval of the Class Action Settlement and supporting papers, which shall include this Settlement Agreement.

K. Settlement Administrator. By accepting the role as Settlement Administrator, the ILYM Group, Inc. is bound to all of the terms, conditions and obligations described in this Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and exclusive responsibility for: calculating Qualified Workweeks and Qualified PAGA Workweeks; calculating Individual Class Payments and Individual PAGA Payments; processing and mailing payments to the Class Representative, Class Counsel, LWDA, Settlement Class Members and/or PAGA Members; printing and mailing the Notice Packets to the Class Members, as directed by the Court; receiving and reporting objections, opt outs, Requests for Exclusion, and Notices of Objection; deducting all legally required taxes from Individual Class Payments; distributing tax forms; processing and mailing any tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of Preliminary and/or Final Approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation

1 or distribution of the Individual Settlement Payments or any other distribution of monies
2 contemplated by this Agreement.

3 L. Notice Procedure.

4 1. Class Data. The Class Data shall be maintained in strict confidence. The
5 Settlement Administrator shall not provide the Class Data to Class Counsel or
6 Plaintiff or any third party absent advance written authorization from Defense
7 Counsel. The Settlement Administrator shall not use the Class Data or any
8 information contained therein for any purpose other than to administer this
9 Settlement. Defendant shall provide the Settlement Administrator with the Class
10 Data for purposes of preparing and mailing Notice Packets to Class Members. This
11 shall take place within fourteen (14) calendar days of the Preliminary Approval
12 Date.

13 2. Notice Packets.

14 a) The Notice of Class and PAGA Action Settlement mailed out to Class
15 Members (the “Notice Packet”) shall be in a form substantially similar to
16 the form attached hereto as Exhibit A. The Notice Packet shall inform
17 Class Members to keep the Settlement Administrator apprised of their
18 current mailing addresses, to which their Individual Settlement Payments
19 will be mailed following the Effective Date.

20 b) The Notice of Class and PAGA Action Settlement shall set forth the: (1)
21 release to be given by Settlement Class Members; and (2) release to be
22 given by all PAGA Members.

23 c) The Notice Packet shall be individualized by inclusion of the Class
24 Member’s number of Qualified Workweeks and number of Qualified
25 PAGA Workweeks, and the Settlement Administrator’s calculation of the
26 Class Members’ estimated Individual Settlement Payments.

- 1 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement
2 Administrator will perform a search based on the National Change of Address
3 Database to update and correct any known or identifiable address changes. No later
4 than fourteen (14) calendar days after receiving the Class Data from Defendant as
5 provided herein, the Settlement Administrator shall mail copies of the Notice
6 Packet to all Class Members via regular First Class U.S. Mail. The Settlement
7 Administrator shall exercise its best judgment to determine the current mailing
8 address for each Class Member. The address identified by the Settlement
9 Administrator as the current mailing address shall be presumed to be the best
10 mailing address for each Class Member.
- 11 4. Undeliverable Notices. Any Notices of Class and PAGA Action Settlement
12 returned to the Settlement Administrator as non-delivered on or before the
13 Response Deadline shall be re-mailed to the forwarding address affixed thereto. If
14 no forwarding address is provided, the Settlement Administrator shall promptly
15 attempt to determine a correct address by lawful use of skip-tracing, or other search
16 using the name, address and/or Social Security number of the Class Member
17 involved, and shall then perform a re-mailing, if another mailing address is
18 identified by the Settlement Administrator. In addition, if any Notice Packets
19 addressed to Class Members who are currently employed by Defendant are returned
20 to the Settlement Administrator as non-delivered and no forwarding address is
21 provided, the Settlement Administrator shall notify Defendant. Defendant will
22 request that the currently employed Class Member provide a corrected address and
23 transmit to the Administrator any corrected address provided by the Class Member.
24 Class Members who received a re-mailed Notice Packet shall have their Response
25 Deadline extended fifteen calendar (15) days from the original Response Deadline.
- 26 5. Disputes Regarding Individual Settlement Payments. Class Members will have the
27 opportunity, should they disagree with the estimated number of Qualified
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1 Workweeks or Qualified PAGA Workweeks stated on their Notice Packet, to
2 provide documentation and/or an explanation to show contrary calculations. If
3 there is a dispute, the Settlement Administrator will consult with the Parties to
4 determine whether an adjustment is warranted. The Settlement Administrator shall
5 determine the eligibility for, and the amounts of, any Individual Settlement
6 Payments under the terms of this Agreement. The Settlement Administrator's
7 determination of the eligibility for an amount of any Individual Settlement Payment
8 shall be binding upon the Settlement Class Member, PAGA Members, and Parties.

9 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by
10 the Settlement Administrator concerning the administration of the Settlement will
11 be resolved by the Court under the laws of the State of California. Prior to any such
12 involvement of the Court, counsel for the Parties will confer in good faith to resolve
13 the disputes without the necessity of involving the Court.

14 7. Requests for Exclusion.

15 a) The Notice of Class and PAGA Action Settlement contained in the Notice
16 Packet shall state that: (1) Class Members who wish to exclude themselves
17 from the Settlement of Class Claims must submit a valid Request for
18 Exclusion by the Response Deadline; and (2) PAGA Members shall not
19 have the right to exclude themselves from the Settlement of PAGA Claims.
20 A valid Request for Exclusion must (1) contain the name, address, and last
21 four digits of the Social Security number and/or Employee ID number of the
22 Class Member requesting exclusion; (2) be signed by the Class Member; (3)
23 be postmarked by the Response Deadline and returned to the Settlement
24 Administrator at the specified address; and (4) contain a typewritten or
25 handwritten notice stating in substance: "I wish to opt out of the settlement
26 of the class action portion of the lawsuit entitled *Aguirre v. BW Packaging*
27 *Systems, Inc. et al.*, Case No. 21STCV39617, filed in the Superior Court of
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1 California, County of Los Angeles. I understand that by requesting to be
2 excluded from the Settlement, I will receive no money from the class action
3 portion of the Settlement described in this Notice.”

4 b) The Request for Exclusion will not be valid if (1) it is not timely submitted,
5 (2) if it is not signed by the Class Member, or (3) if it does not contain the
6 name and address of the Class Member. The date of the postmark on the
7 return mailing envelope for the Request for Exclusion shall be the exclusive
8 means used to determine whether the Request for Exclusion was timely
9 submitted. Class Members who fail to submit a valid Request for Exclusion
10 on or before the Response Deadline shall be Settlement Class Members
11 bound by all terms of the Settlement and any final judgment entered in this
12 Action if the Settlement is approved by the Court.

13 c) Any Class Member who requests to be excluded from the Settlement Class
14 will not be entitled to any Individual Class Payment, will not be bound by
15 the Release of Class Claims, and will not have any right to object, appeal or
16 comment on the Settlement. However, PAGA Members who request to be
17 excluded from any aspect of this Settlement will remain bound by the
18 Release of PAGA Claims. Nothing in this Agreement will constitute or be
19 construed as a waiver of any defense that Defendant or the Released Parties
20 have or could assert against anyone who timely serves a Request for
21 Exclusion.

22 d) No later than five (5) calendar days after the Response Deadline, the
23 Settlement Administrator shall provide counsel for the Parties with a final
24 list of the Class Members who have submitted valid Requests for Exclusion.

25 e) At no time shall any of the Parties or their counsel seek to solicit or
26 otherwise encourage members of the Settlement Class to submit Requests
27 for Exclusion from the Settlement.
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1 8. Objections.

- 2 a) The Notice of Class and PAGA Action Settlement contained in the Notice
- 3 Packet shall state that Class Members who wish to object to the Class
- 4 Action portion of the Settlement must mail to the Settlement Administrator
- 5 a written statement of objection (“Notice of Objection”) by the Response
- 6 Deadline. This deadline will be extended by fifteen (15) calendar days for
- 7 any Class Member whose Notice Packet is returned as undeliverable and
- 8 skip trace procedures are performed, as provided in Paragraph 4 above. The
- 9 postmark date of mailing shall be deemed the exclusive means for
- 10 determining that a Notice of Objection was timely served.
- 11 b) Class Members, regardless of whether they submitted a timely Notice of
- 12 Objection will have a right to appear at the Final Approval/Settlement
- 13 Fairness Hearing in order to have their objections heard by the Court. The
- 14 Notice of Objection should be signed by the Settlement Class Member and
- 15 state: (1) the case name and number; (2) the name of the Settlement Class
- 16 Member; (3) the address of the Settlement Class Member; (4) the last four
- 17 digits of the Settlement Class Member’s Social Security number and/or
- 18 Employee ID number; (4) the basis for the objection; and (5) if the
- 19 Settlement Class Member intends to appear at the Final
- 20 Approval/Settlement Fairness Hearing. Class Members who do not appear
- 21 in Court or fail to make objections in the manner specified above shall be
- 22 deemed to have waived any objections and shall be foreclosed from making
- 23 any objections (whether by appeal or otherwise) to the Settlement.
- 24 c) At no time shall any of the Parties or their counsel seek to solicit or
- 25 otherwise encourage Class Members to file or serve written objections to
- 26 the Settlement or appeal from the Order and Final Judgment.
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- 1 d) Class Members who submit a valid Request for Exclusion are not entitled to
2 object to the Settlement. In the event a Class Member submits both a
3 Request for Exclusion and Notice of Objection, the Request for Exclusion
4 will be invalid, while the Notice of Objection will remain valid.
- 5 e) The Settlement Administrator shall send all objections to Class Counsel and
6 Defense Counsel. Class Counsel will be responsible for filing the Notices of
7 Objection with the Court in advance of the Final Approval Hearing.
8 Plaintiff and/or Defendant may file oppositions to any properly submitted
9 Notices of Objection no later than nine (9) court days prior to the date of the
10 Final Approval/Settlement Fairness Hearing.
- 11 f) Neither Defendant nor any of the Released Parties shall be responsible for
12 the fees, costs, or expenses incurred by Plaintiff, Class Counsel or Class
13 Members arising from or related to any objection to the Settlement
14 Agreement or related to any appeals thereof.

15 M. Funding and Allocation of the Maximum Settlement Amount. Upon satisfaction of the
16 preconditions described in this Settlement, and pursuant to the timeline and instructions
17 below, Defendant will deposit the Maximum Settlement Amount into a Qualified Settlement
18 Fund to be established by the Settlement Administrator. In no event shall Defendant or any
19 of the Released Parties be responsible for any payments in excess of the Maximum
20 Settlement Amount, , except as provided in Paragraph III(N) and except that Defendant will
21 pay the amount of employer-side taxes owed on the wage portion of the Settlement Shares
22 (“Employer Taxes”) separately from and in addition to the Maximum Settlement Amount.

- 23 1. Funding Due Date. No later than ten (10) business days after the Effective Date,
24 Defendant shall provide the Maximum Settlement Amount to the Settlement
25 Administrator to fund the Settlement as set forth in this Agreement.
- 26 2. Individual Settlement Payments. Individual Settlement Payments shall be paid
27 pursuant to the formula set forth herein.
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1 a) Calculation of Individual Settlement Payments. Individual Settlement
2 Payments include: (1) a payment from the Net Settlement Amount (unless
3 the Settlement Class Member requests to be excluded); and, (2) a payment
4 from the PAGA Settlement Amount. Each is described below.

5 i. Payment from the Net Settlement Amount.

6 Using the Class Data, the Settlement Administrator will calculate
7 the total Qualified Workweeks for all Settlement Class Members.
8 The respective Qualified Workweeks for each Settlement Class
9 Member will be divided by the total Qualified Workweeks for all
10 Settlement Class Members, resulting in the Class Payment Ratio for
11 each Settlement Class Member. Each Settlement Class Member's
12 Class Payment Ratio will then be multiplied by the Net Settlement
13 Amount to calculate each Settlement Class Member's estimated
14 Individual Class Payment. Individual Class Payments will be
15 provided only to those individuals who satisfy the definition of
16 Settlement Class Members. Each Individual Class Payment will be
17 reduced by any legally mandated employee tax withholdings (e.g.,
18 employee payroll taxes, etc.).

19 ii. Payment from the PAGA Settlement Amount.

20 Using the Class Data, the Settlement Administrator will calculate
21 the total Qualified PAGA Workweeks for all PAGA Members. The
22 respective Qualified PAGA Workweeks for each PAGA Member
23 will be divided by the total Qualified PAGA Workweeks for all
24 PAGA Members, resulting in the PAGA Payment Ratio for each
25 PAGA Member. Each PAGA Member's PAGA Ratio will then be
26 multiplied by the PAGA Member Fund to calculate each PAGA
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Member's Individual PAGA Payment. PAGA Members cannot exclude themselves from this portion of the Settlement.

- b) Tax Allocation. For tax purposes, Individual Class Payments shall be allocated and treated as follows: 20% as wages subject to IRS Form W-2 reporting and applicable taxes/withholdings, and 80% as penalties and interest for which an IRS Form 1099 will be issued. For tax purposes, Individual PAGA Payments shall be treated entirely as penalties for which an IRS Form 1099 will be issued.
- c) Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Class Members' last known mailing address no later than twenty-five (25) calendar days after the Effective Date.
- d) Uncashed Checks. Any checks issued to Class Members shall remain valid for one hundred and eighty (180) days from the date of their issuance. In the event an Individual Settlement Payment check has not been cashed within one hundred and eighty (180) days, pursuant to California Code of Civil Procedure section 384, the unpaid residue shall be tendered to the California State Controller's Unclaimed Property Fund in the name of the Class Members who do not cash their settlement checks. If the amounts related to uncashed settlement checks cannot be tendered to the Unclaimed Property Fund, the Parties will mutually agree to an alternative cy pres recipient option. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as the entire Net Settlement Amount and PAGA Member Fund will be paid out whether or not all recipients cash their Individual Settlement Payment checks. Therefore, neither Defendant nor any of the Released Parties will be required to pay any interest on said amount.

- 1 e) The Settlement Administrator shall prepare a report regarding the
2 distribution plan pursuant to California Code Civil Procedure section 384,
3 including, but not limited to, the unused funds as set forth in this Paragraph,
4 and the report shall be presented to the Court by Class Counsel.

5 3. Class Representative Service Award.

- 6 a) Defendant agrees not to oppose or object to any application or motion by
7 Plaintiff for a Class Representative Service Award of up to seven thousand,
8 five hundred dollars (\$7,500.00) to Plaintiff. The Class Representative
9 Service Award shall be in addition to the Plaintiff's Individual Settlement
10 Payment as a Settlement Class and PAGA Member.
- 11 b) The Settlement Administrator shall pay the Class Representative Service
12 Award to Plaintiff from the Maximum Settlement Amount no later than
13 twenty-five (25) calendar days after the Effective Date. Any portion of the
14 requested Class Representative Service Award that is not awarded to the
15 Class Representative shall become part of the Net Settlement Amount.
- 16 c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to
17 Plaintiff for his Class Representative Service Award. Plaintiff shall be
18 solely and legally responsible to pay any and all applicable taxes on his
19 Class Representative Service Award and shall hold harmless Defendant and
20 the Released Parties from any claim or liability for taxes, penalties, or
21 interest arising as a result of the Class Representative Service Award.
- 22 d) In the event the Court reduces or does not approve the requested Class
23 Representative Service Award, Plaintiff shall not have the right to revoke
24 the Settlement, which will remain binding, and Plaintiff will not seek,
25 request, or demand an increase in the Maximum Settlement Amount.

26 4. Class Counsel Costs Award and Class Counsel Fees Award.

- 1 a) Defendant agrees not to oppose or object to any application or motion by
2 Class Counsel for an award of attorneys' fees not to exceed thirty-three and
3 one-third percent (33.33%) of the Maximum Settlement Amount
4 (\$666,600.00), and an award of attorneys' costs not to exceed Twenty-Five
5 Thousand dollars (\$25,000.00) from the Maximum Settlement Amount.
- 6 b) Class Counsel, Plaintiff, the Class Members, and/or the PAGA Members
7 will not apply to the Court for any payment of attorneys' fees and costs that
8 are in addition to the foregoing. The Parties agree that, over and above the
9 Court-approved Class Counsel Costs Award and Class Counsel Fees
10 Award, each of the Parties, including all Class Members, shall bear their
11 own fees and costs, including, but not limited to, those related to the
12 investigation, filing, prosecution, or settlement of the Action; the
13 negotiation, execution, or implementation of this Agreement; and/or the
14 process of obtaining, administering, or challenging an Order Granting
15 Preliminary Approval and/or Final Approval.
- 16 c) Any portion of the requested Class Counsel Costs Award and/or Class
17 Counsel Fees Award that is not awarded to Class Counsel shall be part of
18 the Net Settlement Amount and shall be distributed to Class Members as
19 provided in this Agreement.
- 20 d) The Settlement Administrator shall pay the Class Counsel Costs Award and
21 Class Counsel Fees Award to Class Counsel from the Maximum Settlement
22 Amount no later than twenty-five (25) calendar days after the Effective
23 Date.
- 24 e) Class Counsel shall be solely and legally responsible to pay all applicable
25 taxes on the payment made pursuant to this Paragraph. The Settlement
26 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for
27 the payments made pursuant to this Paragraph.
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f) In the event that the Court reduces or does not approve the requested Class Counsel Costs Award and/or Class Counsel Fees Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, and the Settlement will remain binding. Further, Plaintiff or Class Counsel will not seek, request, or demand an increase in the Maximum Settlement Amount.

5. LWDA Payment. The Settlement Administrator shall pay the LWDA Payment no later than twenty-five (25) calendar days after the Effective Date. Class Counsel will take all actions required by California Labor Code section 2699(l).

6. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Amount. Settlement Administration Costs are estimated not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00). The Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement.

N. Escalator Provision. Defendant estimates that between October 27, 2017 to December 12, 2023, (the “Data Period”), there were approximately 63,708 workweeks in which Class Members were employed as non-exempt, hourly employees in California (“Relevant Workweeks”). If, prior to the date Notices are mailed, the Parties agree that the actual number of Relevant Workweeks during the Data Period is more than twenty percent (20%) above 63,708 (i.e., more than 76,450) Defendant will increase the Maximum Settlement Amount by the percentage that the actual number of Relevant Workweeks exceeds 20% of the original estimate (e.g., if the total number of Relevant Workweeks is 21% above the original estimate, the Maximum Settlement Amount would be increased by 1%) If, prior to the date Notices are mailed, the Parties agree that the actual number of Relevant Workweeks during the Data Period is more than ten percent (20%) below 63,708 (i.e., less

1 than 50,966) the Maximum Settlement Amount will be reduced on a proportional basis for
2 every 1% decrease below 20% (e.g., if the total number of Relevant Workweeks is 21%
3 below the original estimate, the Maximum Settlement Amount will decrease by 1%).

4 O. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
5 accomplish the terms of this Settlement Agreement, including but not limited to, to execute
6 all necessary documents, and to take such other action as may reasonably be necessary to
7 implement the terms of this Settlement Agreement. As soon as practicable, after execution
8 of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
9 Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary
10 and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in the
11 Settlement administration process. The Parties each represent they do not have any
12 financial interest in the Settlement Administrator or otherwise have a relationship with the
13 Settlement Administrator that could create a conflict of interest. Class Counsel will also
14 notify Defense Counsel if subpoenaed or upon receipt of any other request for documents
15 or information regarding any other action filed or potential action against the Released
16 Parties that covers or includes any Class Members, the Released Class Claims, or the
17 Released PAGA Claims.

18 P. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to request
19 the preliminary approval of the Settlement and the entry of a Preliminary Approval Order
20 for: (i) conditional certification of the Class for settlement purposes only, (ii) preliminary
21 approval of the proposed Agreement, and (iii) setting a date for a Final
22 Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for
23 the Notice Packet to be sent to all Class Members as specified herein. In conjunction with
24 his Motion for Preliminary Approval, Plaintiff shall submit this Agreement, which sets
25 forth the terms of this Settlement, and include the proposed Notice Packet, which shall
26 include the proposed Notice of Class and PAGA Action Settlement. Plaintiff shall provide
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1 a courtesy draft of all papers filed in support of preliminary approval to Defense Counsel at
2 least seven (7) business days before filing the documents.

3 Q. Final Approval Motion. At the earliest practicable time following the expiration of the
4 Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final
5 Approval and Entering Judgment, which motion shall request final approval of the
6 Settlement and a determination of the amounts payable for the Class Representative
7 Service Award, Class Counsel Costs Award, Class Counsel Fees Award, LWDA Payment,
8 and Settlement Administration Costs.

9 1. Declaration by Settlement Administrator. The Settlement Administrator shall
10 submit a declaration in support of Plaintiff's Motion for Final Approval of this
11 Settlement detailing the number of Notice Packets mailed and re-mailed to Class
12 Members, the number of undeliverable Notice Packets, the number of timely
13 Requests for Exclusion, the number of Notices of Objections received, the amount
14 of the average Individual Class Payment, the Settlement Administration Costs, and
15 any other information as the Parties mutually agree or the Court orders the
16 Settlement Administrator to provide.

17 2. Final Approval Order and Judgment. The Parties shall present an Order Granting
18 Final Approval of Class Action Settlement to the Court for its approval, and
19 Judgment thereon consistent with the terms and conditions of this Agreement.

20 R. Option to Revoke Settlement. Defendant has the unilateral right to revoke the Settlement as
21 follows:

22 1. If, after the Response Deadline, the number of Class Members who submit timely
23 and valid written Requests for Exclusion from the Settlement equals at least 5% of
24 all Class Members, Defendant shall have, in its sole discretion, the option to
25 terminate this Settlement. If Defendant exercises the option to terminate this
26 Settlement, Defendant shall: (a) provide written notice to Class Counsel within
27 seven (7) calendar days after the Response Deadline and (b) pay all Settlement
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Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

S. Cooperation and Drafting. The Parties and their counsel will cooperate with each other and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment. Plaintiff and Plaintiff's Counsel shall not submit any documents to the Court relating to or in furtherance of this Settlement without providing Defendant's Counsel with a copy of such documents at least five (5) court days in advance of such submission.

T. Interim Stay of Proceedings. The Parties agree to immediately stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

U. Nullification of Settlement Agreement. In the event: (i) the Court does not grant Preliminary Approval; (ii) the Court does not grant Final Approval; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any approved fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid (in equal apportionment among the Parties) to the Settlement Administrator within thirty (30) days of said notification.

- 1 V. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Class Members
2 pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
3 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
4 vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Class Members.
- 5 W. Exhibits and Headings. The terms of this Agreement include the terms set forth in the
6 attached Exhibit A, which is incorporated by this reference as though fully set forth herein.
7 The exhibit to this Agreement is an integral part of the Settlement. The descriptive
8 headings of any paragraphs or sections of this Agreement are inserted for convenience of
9 reference only and do not constitute a part of this Agreement.
- 10 X. Amendment or Modification. This Agreement may be amended or modified only by a
11 written instrument: (1) signed by counsel for all Parties or their successors-in-interest; (2)
12 signed by the Parties or their successors-in-interest; and (3) as may be approved by the
13 Court.
- 14 Y. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
15 Agreement among these Parties, and no oral or written representations, warranties or
16 inducements have been made to any Party concerning this Agreement or its Exhibits other
17 than the representations, warranties and covenants contained and memorialized in the
18 Agreement and its Exhibits.
- 19 Z. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this
21 Agreement and to take all appropriate actions required or permitted to be taken by such
22 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
23 documents required to effectuate the terms of this Agreement. The person signing this
24 Agreement on behalf of Defendant represents and warrants that they are authorized to sign
25 this Agreement on behalf of Defendant. Plaintiff represents that he is authorized to sign
26 this Agreement and that he has not assigned, transferred, or encumbered any claim, or part
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1 of a claim, demand, cause of action or any rights herein released and discharged or covered
2 by this Settlement to any third-party.

3 AA. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall run
4 in perpetuity. This Agreement shall be binding upon, and inure to the benefit of, the
5 successors or assigns of the Parties hereto, as previously defined.

6 BB. California Law Governs. All terms of this Agreement and the Exhibits hereto and any
7 disputes arising hereunder shall be governed by and interpreted according to the laws of the
8 State of California.

9 CC. Counterparts. This Agreement may be executed in one or more counterparts. All executed
10 counterparts and each of them shall be deemed to be one and the same instrument provided
11 that counsel for the Parties to this Agreement shall exchange among themselves copies or
12 originals of the signed counterparts.

13 DD. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a
14 fair, adequate and reasonable settlement of this Action and have arrived at this Settlement
15 after extensive arm's-length negotiations, taking into account all relevant factors, present
16 and potential. The Parties further agree that this Settlement Agreement shall not be
17 construed in favor of or against any Party by reason of the extent to which any Party or his
18 or its counsel participated in the drafting of this Settlement Agreement.

19 EE. Jurisdiction of the Court. The Parties agree that the Court shall retain continuing
20 jurisdiction over the Action under CCP 664.6 with respect to the interpretation,
21 implementation and enforcement of the terms of this Agreement and all orders and
22 judgments entered in connection therewith, and the Parties and their counsel hereto submit
23 to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the
24 settlement embodied in this Agreement and all orders and judgments entered in connection
25 therewith.

26 FF. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the
27 Court shall first attempt to construe the provisions valid to the fullest extent possible
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consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

GG. Publicity. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Class Members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium, or otherwise communicate, whether by print, video, website, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this Action, the venue/case number of this Action, and the fact this Action settled on a class-wide basis (but not any other settlement details) for such purposes.

HH. No Unalleged Claims. Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, have no current intention of pursuing any claims against Defendant or any of the Released Parties in any judicial, administrative, or arbitral forum, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, and that Plaintiff's Counsel is not currently aware of (i) any unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement, or (ii) any facts or legal theories upon which any claims or causes of action could be brought against Defendants or any of the Released Parties, excepting those facts or legal theories specifically alleged in the Second Amended Complaint in this Action. Plaintiff and Plaintiff's Counsel further

1 represent and agree that they do not currently know of or represent any persons who have
2 expressed any interest in pursuing litigation or seeking any recovery against Defendants or
3 any of the Released Parties. The Parties further acknowledge, understand and agree that
4 this representation is essential to the Agreement and that this Agreement would not have
5 been entered into were it not for this representation. Nothing in this Paragraph will be
6 construed as a restraint on the right of any counsel to practice.

7 II. Waiver of Certain Appeals. The Parties agree to stipulate to class certification for purposes
8 of implementing this Settlement only and agree to waive all appeals from the Court's Final
9 Approval of the Settlement, unless the Court modifies the Settlement. For the avoidance of
10 doubt, a ruling by the Court _reducing or rejecting in its entirety either (i) the Class
11 Representative Service Award, (ii) the Class Counsel Costs Award, or (iii) the Class
12 Counsel Fees Award will not constitute a modification of the Settlement sufficient to allow
13 either Party to appeal from the Court's Final Approval of the Settlement.

14 JJ. No Admissions by the Parties. Plaintiff has claimed and continues to claim that his
15 allegations have merit and give rise to liability on the part of Defendant. Defendant claims
16 that Plaintiff's allegations have no merit and do not give rise to liability. This Agreement is
17 a compromise of disputed claims. Nothing contained in this Agreement and no documents
18 referred to herein and no action taken to carry out this Agreement may be construed or used
19 as an admission by or against the Defendant or any of the Released Parties or Plaintiff or
20 Class Counsel as to the merits or lack thereof of the claims asserted.

21 KK. Notice of Settlement to LWDA. Plaintiff will provide notice of this Agreement and
22 proposed Settlement to the Labor Workforce Development Agency ("LWDA"), as required
23 by Labor Code Section 2699(l)(2), upon full execution thereof.

24 The Parties indicate by signing below their approval of the form of this Settlement Agreement (and
25 Exhibit thereto).

26 IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement is
27 executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.
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2 **IT IS SO AGREED:**

3
4 Dated: _____, 2024

Barry-Wehmiller Companies, Inc.

5
6 Name:
7 Title
8 On Behalf of Defendant

9 Dated: 7/3/2024, 2024

MARIANO AGUIRRE, JR.

10 DocuSigned by:
11 Mariano Aguirre Jr
12 D7C4A026E53F408...
13 Mariano Aguirre Jr., Plaintiff

14 **APPROVED AS TO FORM:**

15 Dated: July 3, 2024

MOON LAW GROUP, P.C.

16
17 
18 Allen Feghali
19 Counsel for Plaintiff and Proposed Class Counsel

20 Dated: _____, 2024

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

21
22 Christopher Decker
23 Counsel for Defendant
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27
28

1 **IT IS SO AGREED:**

2
3
4 Dated: July 12, 2024

Barry-Wehmiller Companies, Inc.

5 

6 Name: Jeffrey M. York
7 Title: Secretary, VP and Corporate Counsel
8 On Behalf of Defendant

9 Dated: _____, 2024

MARIANO AGUIRRE, JR.

10
11 _____
Mariano Aguirre Jr., Plaintiff

12 **APPROVED AS TO FORM:**

13 Dated: _____, 2024

MOON LAW GROUP, P.C.

14
15 _____
Allen Feghali
Counsel for Plaintiff and Proposed Class Counsel

16
17 Dated: July 12, 2024

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

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20 Christopher Decker
21 Counsel for Defendant
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EXHIBIT A

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al.
Superior Court of the State of California, County of Los Angeles
Case Number 21STCV39617

PLEASE READ THIS NOTICE

The above class and representative action (“Action”) was filed by Plaintiff Mariano Aguirre Jr. (“Plaintiff”) against Defendants Barry-Wehmiller Companies, Inc., Barry-WEhmiller Group, Inc., BW Packaging Systems, Inc., Barry-Wehmiller Design Group, Inc., Thiele Technologies LLC, Design Group Facility Solutions, Inc., Pneumatic Scale Angelus, LLC, Angelus Sanitary Can Machine Company, LLC, Angelus Machine Corporation, International, BW Flexible Systems, LLC, BW Integrated Systems, LLC, Accraply, LLC, Alliance Machine Systems International, LLC, Barry-Wehmiller Papersystems, Inc., The Ward Machinery Company, Paper Converting Machine Company, Synerlink, USA, Inc., AROL North America, Inc., W+D North America, Inc., Baldwin Technology Company, Inc., Baldwin Americas Corporation, Carr Biosystems, LLC (“Defendants”). In the Action, Plaintiff alleges Defendants failed to properly compensate Class Members for wages due, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to reimburse or indemnify Class Members for necessary business expenses, failed to timely pay final wages at or after termination, failed to timely pay wages during employment, failed to provide accurate itemized wage statements, failed to maintain accurate business records, failed to properly pay vacation wages, violated California Business and Professions Code sections 17200, *et. seq.*, and/or owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members under the Private Attorneys General Act, California Labor Code sections 2699, *et. seq.* (“PAGA”). Defendants deny these allegations and contends it complied with all applicable laws.

A Joint Stipulation of Class and PAGA Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) has been reached in the Action and preliminarily approved by the Court. You have been identified by Defendants’ records as a Class Member. Therefore, you are subject to the terms of the Settlement. Please read this notice carefully, as it may affect your legal rights.

“Class” or “Class Member(s)” means all non-exempt employees who are or previously were employed by any of the Defendants and performed work in California at any time from October 27, 2017 to March 31, 2024 (“Class Period”), or if any such person is incompetent, deceased, or unavailable due to military service, his or her legal representative or successor in interest, evidenced by reasonable verification. “PAGA Member(s)” means all non-exempt employees who are or previously were employed by any of the Defendants and performed work in California at any time from October 25, 2020 to March 31, 2024 (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and, <i>if eligible</i> , Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you should follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you <i>will not</i> receive your Individual Class Payment and you will not release the Released Class Claims against the Released Parties (defined in Section 4 below). However, even if you exclude yourself from the Settlement and you are a PAGA Member, you <i>will</i> receive your Individual PAGA Payment and release the Released PAGA Claims against the Released Parties.

Object to the Settlement	If you want to object to the Settlement but remain in the Class, <u>then you should follow the instructions in Section 7.</u> If you object, you will still be bound by the terms of the Settlement, if approved by the Court.
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1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendants' records reflect that you are a Class Member or PAGA Member, as defined above. This Notice provides you with information about (1) the monetary terms of the Settlement, (2) your estimated Individual Class Payment, provided you are a "Settlement Class Member" (i.e., a Class Member who does not request to be excluded from the Settlement), (3) your estimated Individual PAGA Payment, provided you are a "PAGA Member," (4) the terms of the Settlement, including the claims that are being released, (5) how to participate in, exclude yourself from, or object to the Settlement, and (6) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff Mariano Aguirre Jr. filed a Class Action Complaint against Defendants BW Packaging Systems Inc., Barry-Wehmiller Group, Inc., Barry-Wehmiller Companies, Inc., Marry-Wehmiller Design Group, Inc. Thiele Technologies LLC on October 27, 2021, which commenced the lawsuit entitled *Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al.*, Superior Court of the State of California, County of Los Angeles, Case Number 21STCV39617. Plaintiff then filed a First Amended Class and Representative Action Complaint on June 20, 2022, and a Second Amended Class and Representative Action Complaint on [insert date] ("Operative Complaint").

The Operative Complaint alleges that Defendants: (a) failed to pay all wages due; (b) failed to provide compliant meal periods or compensation in lieu thereof; (c) failed to provide compliant rest breaks or compensation in lieu thereof; (d) failed to reimburse or indemnify necessary business expenses; (e) failed to timely pay all compensation due at or after termination or resignation; (f) failed to timely pay wages during employment; (g) failed to provide accurate itemized wage statements; (h) failed to maintain accurate business records; (i) failed to properly pay vacation wages; (j) engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*; and/or (k) owes civil penalties under PAGA.

Defendants deny any liability or wrongdoing of any kind. Defendants dispute all of Plaintiff's contentions without limitation.

The Court has not ruled on the merits of the claims alleged in the Operative Complaint. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any liability or wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Maximum Settlement Amount of \$2,000,000.00 to settle the Action. The following amounts will be paid from the Maximum Settlement Amount:

- Settlement Administration Costs not to exceed \$12,000.00, for reimbursement of the Settlement Administrator's reasonable fees and expenses;

- A Class Representative Service Award not to exceed \$7,500.00, for Plaintiff's services as Class Representative and General Release under the Settlement;
- The PAGA Settlement Amount in the amount of \$200,000.00, or \$150,000.00 to the LWDA (75%) and \$50,000.00 to PAGA Members (25%), for the payment of civil penalties under PAGA;
- A Class Counsel Costs Award not to exceed \$25,000.00 to Class Counsel, for reimbursement of the reasonable attorneys' expenses incurred to prosecute the Action; and
- A Class Counsel Fees Award not to exceed \$666,600.00 to Class Counsel, for reimbursement of the reasonable attorneys' fees incurred to prosecute the Action.

The amount remaining from the Maximum Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Settlement Class Members on a *pro rata* basis, based on their number of Qualified Workweeks. Each such payment is an "Individual Class Payment" and will be calculated as follows:

1. The Settlement Administrator, using Defendants' business records, will calculate the total Qualified Workweeks for all Settlement Class Members by (a) determining the total number of days that Class Members was employed in California in an hourly-paid, non-exempt position for Defendant from October 27, 2017 through March 31, 2024; and (b) dividing that number by seven.
2. The respective Qualified Workweeks for each Settlement Class Member will be divided by the total Qualified Workweeks for all Settlement Class Members, resulting in the Class Payment Ratio for each Settlement Class Member.
3. Each Settlement Class Member's Class Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payment.

You have been credited with [REDACTED] Qualified Workweeks based on Defendants' business records of your employment. Based on these Qualified Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED].

Individual PAGA Payment: A total of \$200,000.00 of the Maximum Settlement Amount has been allocated to the PAGA Settlement Amount. Of this amount, 75% (i.e., \$150,000.00) will be paid to California's LWDA ("LWDA Payment"), and 25% (i.e., \$50,000.00) ("Individual PAGA Payment") will be paid on a *pro rata* basis to PAGA Members. Each such payment is an "Individual PAGA Payment" and will be calculated as follows:

1. The Settlement Administrator, using Defendant's business records, will calculate the total Qualified PAGA Workweeks for all PAGA Members by (a) determining the total number of days that PAGA Members performed work in California in an hourly-paid, non-exempt position for Defendant from October 25, 2020 through March 31, 2024; and (b) dividing that number by seven.
2. The respective Qualified PAGA Workweeks for each PAGA Member will be divided by the total Qualified PAGA Workweeks for all PAGA Members, resulting in the PAGA Payment Ratio for each PAGA Member.
3. Each PAGA Member's PAGA Ratio will then be multiplied by the PAGA Member Fund to calculate each PAGA Member's Individual PAGA Payment.

You have been credited with [REDACTED] Qualified PAGA Workweeks based on Defendants' business records of your employment. Based on these Qualified PAGA Workweeks, your Individual PAGA Payment is estimated to be \$ [REDACTED].

If you dispute the above information, you may submit a written dispute to the number of Qualified Workweeks and/or Qualified PAGA Workweeks allocated to you ("Dispute") to the Administrator. Your Dispute must (1) contain your name, address, and telephone number and the case name and number of the action (i.e., *Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al.*, Superior Court of the State of California, County of Los Angeles,

Case Number 21STCV39617; (2) be signed by you; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Administrator at the address or fax number listed below; (4) clearly state the number of Qualified Workweeks and/or Qualified PAGA Workweeks you believe is correct; and (5) attach any documentary evidence you have to prove the number of contended Qualified Workweeks and/or Qualified PAGA Workweeks.

[Administrator]
[contact info including e-mail address]

Twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest and any other non-wage related payments. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS form 1099.

In addition to the Maximum Settlement Amount, Defendant will pay all employer payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice and you should consult your tax advisor if you have any questions. Checks will be valid and negotiable for one hundred and eighty (180) days. After that, checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Settlement Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

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

If and when the Court grants final approval of the Settlement, and after Defendants have fully funded the Settlement, as of the Effective Date (as defined in the Agreement), all Class Members who do not opt out of the Settlement (*i.e.*, Settlement Class Members) do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims against any and all Released Parties.

"Released Parties" means Defendants Barry-Wehmiller Companies, Inc., Barry-Wehmiller Group, Inc, BW Packaging Systems, Inc., Barry-Wehmiller Design Group, Inc., Thiele Technologies LLC, Design Group Facility Solutions, Inc., Pneumatic Scale Angelus, LLC, Angelus Sanitary Can Machine Company, LLC, Angelus Machine Corporation, International, BW Flexible Systems, LLC, BW Integrated Systems, LLC, Accraply, LLC, Alliance Machine Systems International, LLC, Barry-Wehmiller Papersystems, Inc., The Ward Machinery Company, Paper Converting Machine Company, Synerlink, USA, Inc., AROL North America, Inc., W+D North America, Inc., Baldwin Technology Company, Inc., Baldwin Americas Corporation, Carr Biosystems, LLC and all of its past, present and/or future, direct and/or indirect, subsidiaries, parents, divisions, joint venturers, predecessors, successors, insurers, assigns, consultants, subcontractors, their employee benefit plans and the trustees, fiduciaries, and administrators of those plans, and any of their current or former employees, officers, directors, servants, agents, investors, representatives, attorneys, executors, administrators, and assigns, and all persons acting under, by, through, or in concert with any of them, and each of them.

"Released Class Claims" means all causes of action and factual or legal theories that (i) were raised in the First Amended Complaint or will be added in the Second Amended Complaint, or (ii) reasonably could have been raised based on the facts, legal theories, and causes of action alleged in the First Amended Complaint or added in

the Second Amended Complaint, including all of the following claims for relief: (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to reimburse business expenses; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage statements; (h) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Second Amended Complaint; (i) failure to keep requisite payroll records; (j) any other claims or penalties under the wage and hour laws pleaded in the lawsuit; and (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The period of the Class Release shall extend to the limits of the Class Period.

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

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), and after payment of all funds due under the terms of the Settlement, all PAGA Members and the State of California do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released PAGA Claims. Released Parties is defined in Section 4 of this Notice, above.

“Released PAGA Claims” means all causes of action and factual or legal theories for civil penalties under PAGA against any of the Released Parties that (i) were alleged in the First Amended Complaint or will be added in the Second Amended Complaint and in Plaintiff’s notice of claims to the LWDA, or (ii) reasonably could have been raised based upon the facts and legal theories contained in the First Amended Complaint or to be added in the Second Amended Complaint and in Plaintiff’s notice of claims to the LWDA, including all of the following claims for civil penalties under PAGA due to: (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to reimburse business expenses; (f) failure to pay all wages timely at the time of termination; (g) failure to provide complete, accurate or properly formatted wage statements; (h) failure to keep requisite payroll records; and (k) any other violations of the wage and hour laws pleaded in the lawsuit. The period of the PAGA Release shall extend to the limits of the PAGA Period.

PAGA MEMBERS CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

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

A valid and complete Opt Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the Action (i.e., *Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al.*, Superior Court of the State of California, County of Los Angeles, Case Number 21STCV39617); (2) be signed by the Class Member; (3) be postmarked, e-mailed, or fax stamped on or before **[Response Deadline]** and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) contain a statement substantially similar to:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN *AGUIRRE V. BW PACKAGING SYSTEMS, INC.* I UNDERSTAND THAT THE PAGA CLAIMS WILL STILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval. Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims.

However, Class Members who are PAGA Members will receive their Individual PAGA Payment and will release the Released PAGA Claims regardless of whether they submit an request to be excluded from the Settlement.

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

Any Settlement Class Member may object to the Settlement or to any settlement term. If you wish to object, you may submit your objection in writing to the Settlement Administrator (“Objection”) at the specified address, e-mail address, or fax number listed in Section 3 of this Notice, above. A valid and timely Objection should (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the Action (i.e., *Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al., Superior Court of the State of California, County of Los Angeles, Case Number 21STCV39617*); (2) be signed by the Settlement Class Member; (3) be postmarked or fax stamped on or before [Response Deadline] and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) give the legal and factual basis for their objection.

Filing an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Class Payment and you will be barred from pursuing the Released Class Claims. **Do not file both an Objection and Opt Out Request. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

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

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department 14, located at 312 North Spring Street, Los Angeles, California 90012.

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiff and the Class are:</u>	<u>Attorneys for Defendants are:</u>
MOON LAW GROUP, P.C. Kane Moon Allen Feghali Hyunjin Kim 1055 West Seventh Street, Suite 1880 Los Angeles, California 90017 Telephone: (213) 232-3128	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Christopher W. Decker 400 South Hope Street, Suite 1200 Los Angeles, California 90071 Telephone: (213) 239-9800

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

10. SHOULD I GET MY OWN LAWYER?

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

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the settlement agreement available by contacting Class Counsel at the address or telephone number provided in Section 9, above, or by visiting the office of the Clerk of the Superior Court of the State of California, County of Los Angeles , Department 14, located at 312 North Spring Street, Los Angeles, California 90012, or the Court's website: <https://www.lacourt.org/> .

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