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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

VINCENT RAMSEY JR., individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACKAGING CORPORATION OF AMERICA,
et al.,

Defendants.

VINCENT RAMSEY JR., individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACKAGING CORPORATION OF AMERICA,
et al.,

Defendants.

Case No. 34-2021-00313350-CU-OE-GDS
[Consolidated with 34-2022-00316273-CU-OE-
GDS]

**DECLARATION OF KEVIN LEE
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: November 17, 2023

Time: 9:00 a.m.

Dept.: 28

Complaint Filed: December 29, 2021

FAC Filed: July 1, 2022

Trial Date: None

1 **DECLARATION OF KEVIN LEE**

2 I, Kevin Lee, declare as follows:

3 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
4 appointed Class Action Settlement Administrator for *Ramsey Jr. v. Packaging Corporation of*
5 *America, et al.* (the “Action”). I have personal knowledge of the facts stated herein and, if called
6 upon to testify, I could and would testify competently to such facts.

7 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform
8 class administration duties in this Action. Pursuant to the Stipulation Re: Settlement of Class and
9 PAGA Action (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible
10 for: (i) preparing, translating, printing, and mailing the *Notice to Class Members* (“Notice”); (ii)
11 responding to inquiries from Class Members; (iii) summing the number of wage statements each
12 Class Member worked during the period from December 21, 2020 to February 18, 2022 (“Class
13 Period” and “PAGA Period”); (iv) determining the validity of letters indicating a request to be
14 excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class
15 Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class
16 Members; (v) calculating the Net Settlement Amount and the Individual Settlement Payments to
17 Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing
18 them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii)
19 issuing the payment to Class Counsel for attorneys’ fees and costs, the Class Representative Service
20 Award, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii)
21 such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the
22 Court orders.

23 3. On August 17, 2023, Phoenix received a data file from Defense Counsel that
24 contained names, last known mailing addresses, Social Security numbers, and total number of wage
25 statements issued to each Class Member (“Class Data”) during the Class Period. The final mailing
26 list contained six hundred eighty-two (682) individuals identified as Class Members.

27 4. On August 24, 2023, Phoenix conducted a National Change of Address (“NCOA”)
28 search in an attempt to update the class list of addresses as accurately as possible. A search of this

1 database provides updated addresses for any individual who has moved in the previous four (4) years
2 and notified the U.S. Postal Service of their change of address.

3 5. On August 24, 2023, Phoenix mailed the Notice via U.S. first class mail, in English
4 and Spanish, to all six hundred eighty-two (682) Class Members on the Class Data. A true and correct
5 copy of the mailed Notice is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, twelve (12) Notices have been returned to Phoenix.
7 None were returned with a forwarding address. For the twelve (12) Notices returned from the Post
8 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
9 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of
10 the twelve (12) Notices that were skip traced, seven (7) updated addresses were obtained and the
11 Notice was promptly re-mailed to those Class Members via first class mail.

12 7. As of the date of this declaration, seven (7) Notices remain undeliverable,
13 specifically, five (5) are undeliverable since an updated address could not be obtained via skip trace,
14 while two (2) are undeliverable since they were returned by the Post Office after a second mailing.

15 8. As of the date of this declaration, Phoenix has received one (1) Request for Exclusion
16 from Class Members. The deadline to request exclusion from the Class Settlement was October 9,
17 2023.

18 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
19 from Class Members. The deadline for objecting to the Class Settlement was October 9, 2023.

20 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
21 from Class Members. The deadline for submitting a dispute was October 9, 2023.

22 11. There are six hundred eighty-one (681) Class Members who did not submit timely
23 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
24 99.85% of the Class. Settlement Class Members have been issued twenty-nine thousand two hundred
25 twenty-eight (28,228) wage statements during the Class Period. Each wage statement is valued at
26 approximately \$18.28.

27 12. The Escalator Clause and Termination of Settlement clause of the Settlement
28 Agreement indicates if the actual number of wage statements issued exceeds twenty-nine thousand

two hundred eighty-seven (29,287), then the Gross Settlement Amount shall be increased proportionally. Since the total number of wage statements did not exceed this cap, the Escalator Clause was not triggered.

13. The Net Settlement Amount of \$534,265.28 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$325,000.00), and Class Counsel costs (\$14,734.72), requested Class Representative Service Award (\$10,000.00), the PAGA Amount (\$80,000.00), and the requested Settlement Administration Costs (\$11,000.00) from the Gross Settlement Amount (\$975,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately \$1,096.75, the lowest Individual Settlement Payment to be paid is approximately \$18.28, while the average Individual Settlement Payment to be paid is approximately \$784.53.

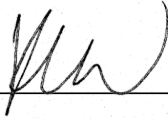
15. Additionally, \$80,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$60,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$20,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are six hundred eighty-two (682) Aggrieved Employees who received twenty-nine thousand two hundred eighty-seven (29,287) wage statements during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$40.29, and the average Individual PAGA Payment to be paid is approximately \$0.68.

16. Pursuant to the Settlement, no taxes will be withheld from Individual Settlement Payments, and will be reported as 100% 1099 Penalties.

17. Phoenix's costs associated with the administration of this matter are \$11,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

1 I declare under penalty of perjury of the laws of the State of California that the foregoing is
2 true and correct.

3 Executed this 25th day of October 2023, at Orange, California.

4
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6 A handwritten signature in black ink, appearing to read 'Kevin Lee', is written over a horizontal line.

7 KEVIN LEE
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Exhibit A

NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION AND NOTICE OF HEARING ON PROPOSED SETTLEMENT

Ramsey v. Packaging Corporation of America, et al.

Superior Court of California, County of Sacramento, Case Nos. 34-2021-00313350-CU-OE-GDS; 34-2022-00316273-CU-OE-GDS

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To: All current and former non-exempt employees who worked for Packaging Corporation of America and/or PCA Central California Corrugated LLC in California and were paid overtime and/or shift differential wages during the period from December 21, 2020, through February 18, 2022.

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed by Vincent Ramsey Jr. (“Plaintiff”) against Packaging Corporation of America and PCA Central California Corrugated LLC (“Defendants”) on December 28, 2021. The case is currently pending in the Superior Court of California, County of Sacramento, Case No. 34-2021-00313350-CU-OE-GDS, consolidated with *Ramsey v. Packaging Corporation of America, et al.* (Case No. 34-2022-00316273-CU-OE-GDS).

The lawsuit claims that Defendants violated sections of the California Labor Code entitling Class Members to, *inter alia*, damages and penalties. Specifically, Plaintiff alleges that Defendants did not provide accurate itemized wage statements. The lawsuit also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendants deny all alleged violations and deny that they owe Class Members any remedies, including damages and penalties. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Stipulation Re: Settlement of Class and PAGA Action (“Stipulation” or “Settlement”). By entering the settlement, Defendants are not admitting that they violated the law in any way. Rather, Defendants agreed to settle the lawsuit to avoid the cost, time investment, and uncertainty stemming from protracted litigation. On July 21, 2023, the Court granted preliminary approval of the Settlement, appointed Plaintiff Vincent Ramsey Jr. as the Class Representative, and appointed his attorneys at Diversity Law Group, P.C. and Webber Law Group as counsel for the Class (“Class Counsel”).

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are or were a non-exempt employee who worked for Defendants in California and were paid overtime and/or shift differential wages during the period from December 21, 2020, through February 18, 2022.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or Three Hundred Twenty-Five Thousand Dollars (\$325,000.00);
- B. **Attorneys’ Costs to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000.00);

- C. **Class Representative Service Award** in an amount not to exceed Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Dollars (\$11,000.00); and
- E. **PAGA Payment** in the amount of Eighty Thousand Dollars (\$80,000.00) for the settlement of claims arising under the Private Attorneys General Act of 2004 (“PAGA”). Seventy-five percent (75%) of this amount (\$60,000.00) shall be paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) (\$20,000.00) will be distributed to Class Members who are or were employed by PCA at any time during the period of December 21, 2020, through February 18, 2022, for their release of the Settled PAGA Claims, described below in Section 7.

The amount you are eligible to receive from the Net Settlement Amount, your “Individual Settlement Sum,” will be determined on a *pro rata* basis, based on the number of wage statements reflecting payment of overtime and/or shift differential wages you received from Defendants between December 21, 2020, through February 18, 2022.

The amount you are eligible to receive from the portion of PAGA Penalties allocated to PAGA Members, your “PAGA Payment,” will also be calculated on a *pro rata* basis, based on the number of wage statements reflecting payment of overtime and/or shift differential wages you received from Defendants between December 21, 2020, through February 18, 2022.

The Individual Settlement Sum and PAGA Payment will be apportioned as one hundred percent (100%) penalties or interest that will not be subject to any withholdings and will be reported on an IRS Form 1099.

You received «User_2» wage statements with payment of overtime and/or shift differential wages from Defendants during the Class Period. Your Individual Settlement Sum is estimated to be «ESA_Before_Paga». Your PAGA Payment is estimated to be «PAGA_Amount». The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

These amounts were determined based on Defendants’ records of your employment from December 21, 2020, through February 18, 2022, and is presumed correct. If you dispute the accuracy of Defendants’ records as to the number of wage statements with overtime and/or shift differential payments received during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by October 9, 2023. All disputes regarding the number of applicable wage statements will be resolved and decided by the Parties or, if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendants and entry of Final Approval Order and Judgment by the Court, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Settled Claims” for the “Class Period.”

The “Released Parties” means Packaging Corporation of America and its affiliated companies, parents, members, subsidiaries (including, but not limited to, Packaging Corporation of America Central California Corrugated, LLC), related companies, and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants, and employees, past and present, and each of them.

The “Settled Claims” means all direct or derivative claims for relief, known or unknown, arising during the Class Period that Plaintiff or any Participating Class Member has against any of the Released Parties reasonably arising out of or reasonably related to the factual allegations pled in the First Amended Complaint, including claims premised on any duties or rights under Labor Code section 226. “Settled Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers and bars each and every Participating Class Member from asserting any Settled Claims in the future.

This release shall apply to claims arising during the Class Period. The “Class Period” is from December 21, 2020, through February 18, 2022.

Upon the funding of the Gross Settlement Amount by Defendants and entry of Final Approval Order and Judgment by the Court, in exchange for the consideration set forth by the Settlement, PAGA Members will release the “Released Parties” from the “Settled PAGA Claims” irrespective of whether a Class Member opts out of the class portion of the settlement.

The “Settled PAGA Claims” means all claims for penalties under the Private Attorneys General Act (“PAGA”) arising during the PAGA Period based upon the alleged failure to furnish accurate, itemized wage statements under California Labor Code §§ 226 and 226.3 and all applicable Industrial Welfare Commission Wage Orders that reasonably arise out of or are reasonably related to the factual allegations pled in the First Amended Complaint or the December 21, 2021 written notice to the California Labor and Workforce Development Agency (“LWDA”).

The “PAGA Period” is from December 21, 2020 through February 18, 2022.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Settled Claims (other than those which fall within the definition of the Settled PAGA Claims), then you must opt out of the class portion of the settlement in conformity with the requirements set forth herein. If you exclude yourself, you will not receive an Individual Settlement Sum payment from the Net Settlement Amount. However, if eligible, you will still receive a PAGA Payment in an amount equal to your *pro rata* share of the PAGA Penalties because the ability to Opt Out of the settlement does not apply to this claim.

8. How do I opt out of the Settlement?

To exclude yourself from the release of Settled Claims you must submit a written request for exclusion. You must include your name, telephone number, mailing address, and last four digits of your Social Security Number. Your request for exclusion must also include a statement that you do not wish to be included in the class portion of the settlement similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Ramsey v. Packaging Corporation of America*. I understand that by excluding myself I will not receive money from the class action settlement of my individual claims.”

The written Opt Out must be mailed to the Settlement Administrator at the address listed below, post-marked by October 9, 2023. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Penalties if you worked between December 21, 2020, through February 18, 2022, because the Opt Out does not apply to the release of Settled PAGA Claims. You will not be legally bound by the release of Settled Claims; however, you will remain legally bound by the Settled PAGA Claims.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved DIVERSITY LAW GROUP, P.C. and WEBBER LAW GROUP as Class Counsel. Their contact information is:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee, Esq.
Max W. Gavron, Esq.
Kwanporn “Mai” Tulyathan, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

WEBBER LAW GROUP

Kelsey A. Webber, Esq.
Shaelyn A. Stewart, Esq.
333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Class Counsel will ask the Court for attorneys’ fees of up to \$325,000.00 and reimbursement of litigation cost/expenses of up to \$25,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than October 9, 2023. Your objection must include your name, address, telephone number, the last four digits of your Social Security Number, the name and contact information of your attorney (if any), your signature or the signature of your attorney, and all factual and legal grounds for your objection. You may also come to the Final Approval Hearing on November 17, 2023, and make an objection at that time, regardless of whether you submitted a written objection.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Opting out is telling the Court that you do not want to be part of the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing on November 17, 2023, at 9:00 a.m. in Department 28 of the Sacramento County Superior Court, located at 720 Ninth Street, Sacramento, California 95814.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to attend the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Further information regarding how to appear remotely can be found here: <https://www.saccourt.ca.gov/civil/motions-hearings-general.aspx#alternatives>. You may also call Class Counsel for more information.

14. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at <https://www.phoenixclassaction.com/packaging-corp/>. You will also receive your portion of the settlement if you choose not to opt out.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Settled Claims and Settled PAGA Claims, if you are a PAGA Member. You will not be able to participate in any other lawsuit against Defendants or Released Parties about the Settled Claims and/or Settled PAGA Claims. Your Individual Settlement Sum and/or PAGA Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Center for Employment Opportunities, a non-profit organization.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

**AVISO A LOS MIEMBROS DE LA DEMANDA COLECTIVA RE: PENDENCIA DE UNA DEMANDA COLECTIVA Y
AVISO DE AUDIENCIA SOBRE EL ACUERDO PROPUESTO**

Ramsey contra Packaging Corporation of America, et al.

Tribunal Superior de California, Condado de Sacramento, Casos No. 34-2021-00313350-CU-OE-GDS; 34-2022-00316273-CU-OE-GDS

**ESTE ES UN AVISO AUTORIZADO POR EL TRIBUNAL. NO ES UNA SOLICITUD.
LEA ATENTAMENTE ESTE AVISO.**

SUS DERECHOS LEGALES SE VERÁN AFECTADOS TANTO SI ACTÚA COMO SI NO.

Para: Todos los empleados actuales y anteriores no exentos que trabajaron para Packaging Corporation of America y/o PCA Central California Corrugated LLC en California y a los que se les pagaron horas extras y/o salarios diferenciales por turno durante el periodo comprendido entre el 21 de diciembre de 2020 y el 18 de febrero de 2022.

INFORMACIÓN BÁSICA

1. ¿De qué trata este acuerdo?

Vincent Ramsey Jr. ("Demandante") presentó una demanda contra Packaging Corporation of America y PCA Central California Corrugated LLC ("Demandados") el 28 de diciembre de 2021. El caso está actualmente pendiente en el Tribunal Superior de California, Condado de Sacramento, Caso n° 34-2021-00313350-CU-OE-GDS, consolidado con *Ramsey contra Packaging Corporation of America, et al.* (Caso n° 34-2022-00316273-CU-OE-GDS).

La demanda alega que los Demandados violaron secciones del Código Laboral de California que dan derecho a los Miembros de la Clase a, entre otras cosas, daños y perjuicios y sanciones. Específicamente, el Demandante alega que los Demandados no proporcionaron declaraciones salariales detalladas precisas. La demanda también pretende recuperar sanciones de conformidad con la Ley de Abogados Generales Privados de California ("PAGA", por sus siglas en inglés). Los Demandados niegan todas las violaciones alegadas y niegan que deban a los Miembros de la Clase cualquier reparación, incluyendo daños y multas. El Tribunal no se ha pronunciado sobre el fondo del asunto.

2. ¿Por qué se trata de una demanda colectiva?

En una demanda colectiva, una o más personas denominadas Representante de la Clase demandan en nombre de personas que parecen tener reclamaciones similares. Todas estas personas se denominan aquí Miembros de la Clase. En una demanda colectiva, un tribunal resuelve los asuntos de todos los Miembros de la Clase en un solo juicio, excepto los que se excluyan de la Clase. El Tribunal Superior del Condado de Sacramento es el encargado de esta demanda colectiva.

3. ¿Por qué hay un acuerdo?

El Tribunal no ha decidido a favor del Demandante ni de los Demandados. En su lugar, ambas partes han acordado un acuerdo que se formaliza en la Estipulación Re: Settlement of Class and PAGA Action ("Estipulación" o "Acuerdo"). Al llegar al acuerdo, los Demandados no están admitiendo que violaron la ley de ninguna manera. Más bien, los Demandados acordaron llegar a un acuerdo en la demanda para evitar el coste, la inversión de tiempo y la incertidumbre derivados de un litigio prolongado. El 21 de julio de 2023, el Tribunal concedió la aprobación preliminar del Acuerdo, nombró al Demandante Vincent Ramsey Jr. como Representante de la Clase y designó a sus abogados en Diversity Law Group, P.C. y Webber Law Group como Abogados de la Clase ("Abogados de la Clase").

¿QUIÉN ESTÁ EN EL ACUERDO?

4. ¿Cómo puedo saber si formo parte del acuerdo?

Usted es parte del Acuerdo, y un Miembro de la Clase, si es o fue un empleado no exento que trabajó para los Demandados en California y recibió el pago de horas extras y/o salarios diferenciales por turno durante el período comprendido entre el 21 de diciembre de 2020 y el 18 de febrero de 2022.

LOS BENEFICIOS DE LA LIQUIDACIÓN-LO QUE OBTIENE

5. ¿Qué proporciona el acuerdo?

El Acuerdo establece que los Demandados pagarán un máximo de Novecientos Setenta y Cinco Mil Dólares (\$975,000.00) ("Monto Bruto del Acuerdo"). Esto incluye todos los costes y honorarios de abogados de los Abogados de la Clase.

El “Importe Neto del Acuerdo” es la parte del Importe Bruto del Acuerdo que estará disponible para su distribución entre los Miembros de la Clase que no presenten a tiempo solicitudes válidas de exclusión a cambio de la liberación de sus demandas colectivas. El Importe Neto del Acuerdo es el Importe Bruto del Acuerdo menos los siguientes importes (que están sujetos a la aprobación del Tribunal):

- A. **Los honorarios de los Abogados de la Clase de Demandantes** no superarán un tercio del importe bruto del acuerdo o trescientos veinticinco mil dólares (\$325,000.00);
- B. **Las costas de los abogados a los Abogados de la Clase** no excederán de Veinticinco Mil Dólares (\$25,000.00);
- C. **El Premio al Servicio del Representante de la Clase** que será un importe no superior a Diez Mil Dólares (\$10,000.00);
- D. **Los Costes de Administración del Acuerdo** que actualmente se estiman en once mil dólares (\$11,000.00); y
- E. **Pago PAGA** por un importe de Ochenta Mil Dólares (\$80,000.00) para la liquidación de reclamaciones derivadas de la Ley General de Abogados Privados de 2004 (“PAGA”). El setenta y cinco por ciento (75%) de esta cantidad (\$60,000.00) se pagará a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California. El veinticinco por ciento (25%) restante (\$20,000.00) se distribuirá entre los Miembros de la Clase que sean o hayan sido empleados de PCA en cualquier momento durante el período comprendido entre el 21 de diciembre de 2020 y el 18 de febrero de 2022, por su liberación de las Reclamaciones PAGA Resueltas, descritas a continuación en la Sección 7.

La cantidad a la que tiene derecho a recibir de la Cantidad Neta del Acuerdo, su “Suma Individual del Acuerdo”, se determinará de forma prorrateada, basándose en el número de declaraciones de salarios que reflejen el pago de horas extras y/o salarios diferenciales por turno que recibió de los Demandados entre el 21 de diciembre de 2020 y el 18 de febrero de 2022.

La cantidad que tiene derecho a recibir de la parte de las Penas PAGA asignada a los Miembros PAGA, su “Pago PAGA”, también se calculará de forma prorrateada, basándose en el número de declaraciones salariales que reflejen el pago de horas extras y/o salarios diferenciales por turnos que recibió de los Demandados entre el 21 de diciembre de 2020 y el 18 de febrero de 2022.

La Suma del Acuerdo Individual y el Pago PAGA se prorratearán como el cien por cien (100%) de las multas o intereses que no estarán sujetos a ninguna retención y se informarán en un Formulario 1099 del IRS.

Usted recibió «User_2» declaraciones de salarios con el pago de horas extras y/o salarios diferenciales por turno de los Demandados durante el Periodo de la Demanda Colectiva. Su Suma del Acuerdo Individual se estima en «ESA_Before_Paga» Su Pago PAGA se estima en «PAGA_Amount». La cantidad del pago puede cambiar dependiendo del número de solicitudes de exclusiones válidas y oportunas presentadas en el Acuerdo, si las hubiera.

Estos montos se determinaron en base a los registros de los Demandados sobre su empleo desde el 21 de diciembre de 2020 hasta el 18 de febrero de 2022, y se presume que son correctos. Si usted disputa la exactitud de los registros de los Demandados en cuanto al número de declaraciones salariales con pagos de horas extras y/o diferenciales por turno recibidos durante el Período de la Clase, debe contactar al Administrador del Acuerdo y proporcionar cualquier documentación que tenga que respalde dicha disputa antes del 9 de octubre de 2023. Todas las disputas relativas al número de declaraciones salariales aplicables serán resueltas y decididas por las Partes o, si las Partes no pueden llegar a un acuerdo, por el Tribunal, después de que usted presente las pruebas al Administrador del Acuerdo. La información de contacto del Administrador del Acuerdo figura a continuación:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

CÓMO OBTENER UN PAGO DE LA LIQUIDACIÓN

6. ¿Cómo puedo obtener un pago?

No tiene que hacer nada para tener derecho al pago de su parte del Acuerdo.

7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Tras la financiación del Importe Bruto del Acuerdo por parte de los Demandados y la entrada de la Orden de Aprobación Final y Sentencia por parte del Tribunal, a cambio de la contraprestación establecida por el Acuerdo, los Miembros de la Clase que no presenten una solicitud de exclusión a tiempo liberarán a las “Partes Exoneradas” de las “Reclamaciones Acordadas” durante el “Periodo de la Clase”.

Las “Partes Exoneradas” significan Packaging Corporation of America y sus compañías afiliadas, matrices, miembros, subsidiarias (incluyendo, pero sin limitarse a, Packaging Corporation of America Central California Corrugated, LLC), compañías relacionadas y empresas comerciales, pasadas y presentes, y cada una de ellas, así como cada uno de sus aseguradores, socios, fideicomisarios, directores, accionistas, funcionarios, agentes, abogados, servidores y empleados, pasados y presentes, y cada uno de ellos.

Las “Reclamaciones Resueltas” significan todas las reclamaciones directas o derivadas de reparación, conocidas o desconocidas, que surjan durante el Período de la Demanda Colectiva y que el Demandante o cualquier Miembro Participante de la Demanda Colectiva tenga contra cualquiera de las Partes Exoneradas que razonablemente surjan de o estén razonablemente relacionadas con las alegaciones

de hecho declaradas en la Primera Demanda Enmendada, incluyendo las reclamaciones basadas en cualquier deber o derecho bajo la sección 226 del Código Laboral. “Reclamaciones Resueltas” incluye todos los tipos de reparación disponibles para las reclamaciones arriba mencionadas, incluyendo, sin limitación, cualquier reclamación por daños y perjuicios, restitución, pérdidas, sanciones, multas, gravámenes, honorarios de abogados, costas, gastos, deudas, intereses, medidas cautelares, medidas declaratorias o daños y perjuicios liquidados. La Sentencia Definitiva dispondrá expresamente que cubre y prohíbe a todos y cada uno de los Miembros de la Clase Participantes hacer valer cualquier Reclamación Resuelta en el futuro.

Esta exoneración se aplicará a las reclamaciones que surjan durante el Periodo de la Demanda Colectiva. El “Periodo de la Demanda Colectiva” abarca desde el 21 de diciembre de 2020 hasta el 18 de febrero de 2022.

Tras la financiación del Importe Bruto del Acuerdo por parte de los Demandados y la entrada en vigor de la Orden de Aprobación Definitiva y la Sentencia por parte del Tribunal, a cambio de la contraprestación establecida por el Acuerdo, los Miembros PAGA liberarán a las “Partes Exoneradas” de las “Reclamaciones PAGA Asentadas”, independientemente de si un Miembro de la Clase opta por no participar en la parte colectiva del acuerdo.

Las “Reclamaciones PAGA Resueltas” se refieren a todas las reclamaciones de sanciones en virtud de la Ley General de Abogados Privados (“PAGA”, por sus siglas en inglés) que surjan durante el Período PAGA en base a la supuesta omisión de proporcionar declaraciones salariales precisas y detalladas en virtud de los artículos 226 y 226.3 del Código Laboral de California y todas las Órdenes Salariales aplicables de la Comisión de Bienestar Industrial que surjan razonablemente de o estén razonablemente relacionadas con las alegaciones de hecho declaradas en la Primera Demanda Enmendada o la notificación escrita del 21 de diciembre de 2021 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”, por sus siglas en inglés).

El “Período PAGA” va desde el 21 de diciembre de 2020 hasta el 18 de febrero de 2022.

EXCLUIRSE DE LA LIBERACIÓN DE RECLAMACIONES NO PAGADAS

Si desea conservar el derecho a demandar o continuar demandando a las Partes exoneradas con respecto a las Reclamaciones liquidadas (distintas de las que entran dentro de la definición de las Reclamaciones PAGA liquidadas), deberá excluirse de la parte colectiva de la liquidación de conformidad con los requisitos establecidos en el presente documento. Si se excluye, no recibirá un pago de la Suma del Acuerdo Individual del Importe Neto del Acuerdo. Sin embargo, si reúne los requisitos, seguirá recibiendo un Pago PAGA por un importe igual a su parte prorrateada de las Sanciones PAGA porque la posibilidad de Excluirse del acuerdo no se aplica a esta reclamación.

8. ¿Cómo puedo excluirme del Acuerdo?

Para excluirse de la liberación de Reclamaciones Liquidadas debe presentar una solicitud de exclusión por escrito. Debe incluir su nombre, número de teléfono, dirección postal y los cuatro últimos dígitos de su número de la Seguridad Social. Su solicitud de exclusión también debe incluir una declaración de que no desea ser incluido en la parte colectiva del acuerdo similar a la siguiente “Deseo excluirme del acuerdo de demanda colectiva alcanzado en el asunto *Ramsey contra Packaging Corporation of America*. Entiendo que al excluirme no recibiré dinero del acuerdo de demanda colectiva de mis reclamaciones individuales.”

La exclusión voluntaria por escrito debe enviarse por correo al Administrador del Acuerdo a la dirección indicada a continuación, con matasellos de correos antes del 9 de octubre de 2023. No puede excluirse por teléfono.

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Si solicita ser excluido, no recibirá el pago de ninguna porción del Monto Neto del Acuerdo y no podrá objetar el Acuerdo. Aún puede recibir una parte de las Sanciones PAGA si trabajó entre el 21 de diciembre de 2020 y el 18 de febrero de 2022, porque la Exclusión voluntaria no se aplica a la exoneración de las Reclamaciones PAGA Resueltas. Usted no estará legalmente obligado por la liberación de las Reclamaciones Arregladas; sin embargo, seguirá estando legalmente obligado por las Reclamaciones PAGA Arregladas.

LOS ABOGADOS QUE LE REPRESENTAN

9. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a DIVERSITY LAW GROUP, P.C. y WEBBER LAW GROUP como Abogados de la Clase. Su información de contacto es

DIVERSITY LAW GROUP, P.C.

Larry W. Lee, Esq.
Max W. Gavron, Esq.
Kwanporn “Mai” Tulyathan, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Teléfono: (213) 488-6555

WEBBER LAW GROUP

Kelsey A. Webber, Esq.
Shaelyn A. Stewart, Esq.
333 University Ave, Suite 200
Sacramento, California 95825
Teléfono: (916) 588-0683

Los Abogados de la Clase solicitarán al Tribunal unos honorarios de abogados de hasta \$325,000.00 y el reembolso de los costes/gastos del litigio de hasta \$25,000.00. Estas cantidades están sujetas a la aprobación del Tribunal y el Tribunal puede conceder menos de estas cantidades.

OBJETAR AL ACUERDO

10. ¿Qué ocurre si quiero oponerme a este Acuerdo?

Si usted es un Miembro de la Clase de Demandantes, puede oponerse al Acuerdo y puede exponer las razones por las que cree que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta sus opiniones. Para objetar, debe enviar su objeción por correo al Administrador del Acuerdo a más tardar el 9 de octubre de 2023. Su objeción debe incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social, el nombre y la información de contacto de su abogado (si lo tiene), su firma o la firma de su abogado, y todos los fundamentos de hecho y de derecho de su objeción. También puede acudir a la Audiencia de Aprobación Definitiva el 17 de noviembre de 2023 y presentar una objeción en ese momento, independientemente de si presentó una objeción por escrito.

11. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Sólo puede objetar si permanece en la Clase. Optar por no participar es decirle al Tribunal que no desea formar parte del Acuerdo. Si opta por salirse, no tiene base para objetar porque el caso ya no le afecta.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

12. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal celebrará una audiencia para decidir si concede la aprobación definitiva del Acuerdo (“Audiencia de aprobación definitiva”). Usted puede asistir, pero no está obligado a hacerlo. El Tribunal celebrará la Audiencia de Aprobación Definitiva el 17 de noviembre de 2023, a las 9:00 a.m. en el Departamento 28 del Tribunal Superior del Condado de Sacramento, ubicado en 720 Ninth Street, Sacramento, California 95814.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si concede la aprobación final del Acuerdo. Si hay objeciones, el Tribunal las considerará.

13. ¿Tengo que asistir a la audiencia?

No. Si está de acuerdo con el Acuerdo no tiene que acudir al Juzgado para hablar de ello. Sin embargo, puede asistir. También puede contratar a su propio abogado a sus expensas para que asista en su nombre. Puede asistir en persona, pero también puede hacerlo a distancia si lo desea. Puede encontrar más información sobre cómo comparecer a distancia aquí:

<https://www.saccourt.ca.gov/civil/motions-hearings-general.aspx#alternatives>. También puede llamar al Abogado de la Clase para obtener más información.

14. ¿Cómo sabré si se ha aprobado el acuerdo?

Se publicará una notificación de la sentencia definitiva en la página web del Administrador del Acuerdo, situada en <https://www.phoenixclassaction.com/packaging-corp/>. También recibirá su parte del acuerdo si decide no excluirse.

SI NO HACE NADA

15. ¿Qué ocurre si no hago nada?

Si no hace nada, recibirá su parte de la Conciliación y liberará las Reclamaciones Conciliadas y las Reclamaciones PAGA Conciliadas, si es Miembro PAGA. No podrá participar en ninguna otra demanda contra los Demandados o las Partes Exoneradas sobre las Reclamaciones Arregladas y/o las Reclamaciones PAGA Arregladas. Su Suma de Liquidación Individual y/o Pago PAGA le será enviada por correo y permanecerá válida y negociable durante 180 días. Si usted no cobra su cheque de liquidación dentro de los 180 días, estos fondos serán transferidos al Centro de Oportunidades de Empleo, una organización sin fines de lucro.

OBTENER MÁS INFORMACIÓN

16. ¿Cómo puedo obtener más información?

Este aviso resume el Acuerdo propuesto. Encontrará más detalles en el Acuerdo de conciliación. Puede obtener una copia del Acuerdo de Conciliación poniéndose en contacto con el Administrador del Acuerdo o con el Abogado de la Clase.

¿QUÉ OCURRE SI CAMBIAN MIS DATOS?

17. ¿Qué ocurre si cambian mis datos de contacto?

Es su responsabilidad informar al Administrador del Acuerdo de sus datos actualizados para garantizar la recepción de los pagos del acuerdo o de las comunicaciones relativas a este asunto. Puede cambiar o actualizar su información de contacto poniéndose en contacto con el Administrador del Acuerdo.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO JUDICIAL O AL JUEZ

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	682
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	682
Subtotal Admin Only	\$11,090.26

TOTAL COSTS	\$11,000.00
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Fixed Fee

October 25, 2023

Case: Ramsey v. Packaging Corporation of America

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	68	\$136.40
NCOA (USPS)	\$0.15	682	\$102.30
Total			\$978.70

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$115.00	3	\$345.00
Data Merge & Duplication Scrub	\$0.15	682	\$102.30
Notice Packet & Opt-Out Form	\$1.50	682	\$1,023.00
Postage (up to 1 oz.)	\$0.84	682	\$572.88
Language Translation	\$1,200.00	1	\$1,200.00
Total			\$3,243.18

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.00	12	\$24.00
Remail Notice Packets	\$1.50	7	\$10.50
Postage	\$0.84	7	\$5.88
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$255.38

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,120.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$115.00	3	\$345.00
Disbursement Review	\$115.00	3	\$345.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	682	\$682.00
Estimated Postage Checks, W2 and 1099	\$0.50	682	\$341.00
Total			\$2,428.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	2	\$230.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$3,065.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$11,090.26