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

MAYRA MORALES, an individual, on behalf
of herself and others similarly situated,

PLAINTIFF,

v.

EUROSTAMPA CALIFORNIA LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22CV000095

[Case Assigned for All Purposes to Hon.
Cynthia P. Smith in Dept. A]

**DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Motion for
Preliminary Approval of Settlement and
[Proposed] Order Thereon]*

Date: December 6, 2022

Time: 8:30 AM

Dept.: A

Complaint Filed: January 27, 2022

FAC Filed: April 4, 2022

Trial Date: None Set

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I, LIANE KATZENSTEIN LY, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

3. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. On January 27, 2022, Plaintiff Mayra Morales filed a Complaint against Defendant in the Superior Court of the State of California, County of Napa, Case No. 22CV000095.

5. On April 4, 2022, Plaintiff filed a First Amended Complaint. In the First Amended Complaint, Plaintiff alleges the following claims against Defendant: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (3) Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7; (4) Failure to Reimburse Expenses Pursuant to Labor Code § 2802; (5) Violation of Labor Code § 226(a); (6) Penalties Pursuant to Labor Code § 203; (7) Violation of Business & Professions Code § 17200; and (9) Violation of the Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698, *et seq.*) (“Action”).

THE DISCOVERY PROCESS

6. After the matter was at issue, the Parties engaged in extensive informal discovery, which included the Class Representative's records and a sample of time and pay records for the Class Members working for Defendant during the liability period. Careful review and analysis of

1 these records and sample data allowed Class Counsel to properly assess the claims in this lawsuit
2 and ultimately reach settlement, which Class Counsel believes is adequate, fair, and reasonable,
3 and is appropriate for approval by the Court.

4 7. Defendant denies any liability or wrongdoing of any kind associated with the claims
5 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends
6 that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or
7 representative action treatment. Defendant contends, among other things, that, at all times, it has
8 complied with the California Labor Code, and the Industrial Wage Commission Orders.

9 8. Based on their own independent investigation and evaluation, Class Counsel is of
10 the opinion that the Settlement Agreement with Defendant is fair, reasonable and adequate, and in
11 the best interest of the settlement classes in light of all known facts and circumstances, including
12 the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
13 representative action trial on the merits, and numerous potential appellate issues. Although
14 Defendant denies any liability, Defendant is agreeing to this Settlement Agreement solely to avoid
15 the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever
16 settle, compromise and discharge all disputes and claims arising from or relating to the Action on
17 the terms set forth here.

18 **CERTIFICATION FOR SETTLEMENT PURPOSES**

19 9. Plaintiff maintains that the proposed Settlement Class Members are ascertainable
20 for several reasons: First, Defendant has agreed in the Settlement Agreement to provide a class list
21 to the Settlement Administrator containing the full name, last known address, last known home
22 telephone number, social security number, dates of employment, status as a current or former
23 employee, and status as a commercial or small business representative at the time of termination
24 for all Class Members after issuance of the preliminary approval order.

25 10. Second, the settlement class consists of Defendant's employees, and Defendant is
26 required to keep records of its employees' names, home addresses, and social security numbers.
27 (*See* Wage Order 1-2001, subsection 7(c)).

28 11. Third and finally, Defendant informally produced Plaintiff's personnel file,

1 sampling time and pay data, and wage statements for Class Members containing class member
2 contact information, which confirms that all Class Member may be readily identified based on
3 Defendant's records.

4 12. Plaintiff is confident she will be able to establish that the proposed settlement class
5 is ascertainable and sufficiently numerous.

6 13. Plaintiff argues that there are questions of law and fact common to the proposed
7 settlement class that predominate over any questions affecting only individual Class Members.

8 14. These common questions include:

- 9 1) Whether Defendant failed to pay all wages and/or overtime compensation;
- 10 2) Whether Defendant failed to provide lawfully required meal periods and/or failed
11 to compensate employees one (1) hour's wages in lieu thereof;
- 12 3) Whether Defendant failed to provide lawfully required rest periods and/or failed to
13 compensate employees one (1) hour's wages in lieu thereof;
- 14 4) Whether Defendant failed to reimburse business-related expenses;
- 15 5) Whether Defendant failed to provide accurate itemized wage statements;
- 16 6) Whether Defendant failed to pay compensation due and owing upon termination
17 of employment;
- 18 7) Whether Defendant engaged in unfair competition; and,
- 19 8) Whether Defendant violated § 2699, et seq. of the Labor Code by engaging in the
20 acts previously alleged.

21 15. Plaintiff's challenge to Defendant's uniform policies and practices involves
22 common factual and legal issues that are amenable to class treatment.

23 16. Plaintiff maintains that the proposed Class Members suffered the same injuries, in
24 the same manner: (1) Class Members were not properly paid all wages/overtime; (2) Class
25 Members did not receive their meal and rest periods as required; (3) Class Members were not
26 provided accurate itemized wage statements; (4) Class Members were not reimbursed for business-
27 related expenses; (5) Class Members were not paid all wages owed upon termination/resignation.

28 17. Accordingly, for purposes of settlement, certification for settlement purposes is

1 appropriate.

2 18. Plaintiff worked as a customer service representative for Defendant between
3 approximately June 2017 through June 2021, earning approximately \$31 per hour.

4 19. Plaintiff alleges that she: (1) worked without being paid all wages and/or overtime;
5 (2) worked without being provided meal/rest periods as required by law; (3) worked without being
6 reimbursed for costs associated with personal cell-phone usage and wi-fi; (4) worked without being
7 provided accurate itemized wage statements that share the same alleged defect of failing to show
8 the total hours worked, all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate, and accurate meal and rest premiums;
10 and (5) worked without being paid all wages due upon separation. She also alleges that she
11 experienced derivative claims for unfair business competition (B&P Code §17200) and Labor
12 Code §2699, *et seq.*

13 20. Plaintiff also contends that her claims are typical of those of the settlement class.

14 21. Plaintiff believes that she is capable of fairly representing and adequately protecting
15 the interests of the proposed Class Members.

16 22. The members of the proposed settlement class all worked for Defendant during the
17 relevant time period and incurred the same type of alleged damages with regard to Defendant's
18 alleged violations of the law.

19 23. Moreover, Plaintiff has agreed to serve as Class Representative and has retained
20 qualified Counsel who is experienced in prosecuting wage and hour class actions.

21 24. This demonstrates her commitment to bringing about the best possible results for
22 the benefit of the proposed settlement class.

23 25. Plaintiff has provided her Counsel with all necessary and pertinent information.

24 26. She has been a very active participant in the litigation including having frequent
25 contact with Class Members and working closely with Class Counsel to develop the theories of
26 liability.

27 27. Plaintiff believes that she has and will continue to adequately represent the
28 proposed Class Members.

1 28. In this regard, the superiority of class treatment is evident here because individual
2 pursuit of class members' claims may not be economically viable.

3 29. The only alternative to certification would be to force over 70 employees to join
4 this action, file individual, uniform actions, or abandon their legal rights altogether.

5 30. Plaintiff maintains that this economic reality would result in a windfall for
6 Defendant if this case were not certified.

7 **THE PROPOSED SETTLEMENT**

8 31. For purposes of settlement, the settlement class is defined as: "all non-exempt
9 employees who are employed or have been employed by Defendant in the State of California who
10 worked one or more pay periods from August 2, 2017 to December 15, 2022, or the date the Court
11 grants preliminary approval of the settlement, whichever comes first." ("Class Members")

12 32. The Class Period is August 2, 2017 through December 15, 2022, or the date the
13 Court grants preliminary approval of the settlement, whichever comes first. ("Class Period")

14 33. Based on documents and other information produced by Defendant, there are
15 approximately 76 Class Members and 6,075 workweeks in the Class Period.

16 34. For purposes of settlement, the PAGA group is defined as: "all non-exempt
17 employees who are employed or have been employed by Defendant in the State of California who
18 worked one or more pay periods from February 1, 2021 to December 15, 2022, or the date the
19 Court grants preliminary approval of the settlement, whichever comes first." ("PAGA Group
20 Members")

21 35. The PAGA Period is February 1, 2021 through December 15, 2022, or the date the
22 Court grants preliminary approval of the settlement, whichever comes first. ("PAGA Period")

23 36. Based on documents and other information produced by Defendant, there are
24 approximately 40 PAGA Group Members and 1,083 pay periods in the PAGA Period.

25 37. As detailed fully in the Settlement Agreement, the Settlement provides for
26 Defendant to pay a Gross Fund Value of \$155,000.00, which includes the sum of the Individual
27 Settlement Payments, the Class Representative service award, the Class Counsel Award, PAGA
28 Payment, and the Settlement Administration Costs.

38. The Net Settlement Amount is the Gross Fund Value, less Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs. The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Fund Value:	\$	155,000.00
Less Class Representative Enhancement:	\$	5,000.00
Less Class Counsel's Fees:	\$	51,666.67
Less Class Counsel's Costs:	\$	4,000.00
Less PAGA Payment:	\$	10,000.00
		(\$7,500.00 to the LWDA and \$2,500.00 to remain in the Net Settlement Amount)
<u>Less Settlement Administrator Costs:</u>	<u>\$</u>	<u>12,000.00</u>
Anticipated Net Settlement Amount	\$	74,833.33

KULLAR ANALYSIS

39. The proposed settlement satisfies each of the *Kullar* factors.

40. Class Counsel conducted extensive informal discovery before entering into meaningful settlement negotiations in this matter.

41. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

42. Class Counsel is experienced in handling wage and hour class actions and supports this Settlement.

43. Plaintiff contends that Defendant maintained an unlawful policy of automatically deducting ("auto-deduct") for meal periods regarding whether Defendant actually provided the opportunity to take a compliant meal period.

44. This auto-deduct policy resulted in the unlawful withholding of wages and/or overtime for time actually worked.

45. Defendant has argued that despite the auto-deduct policy, employees were actually provided meal periods.

46. If true, the auto-deduct wage claim is worth nothing.

47. Plaintiff and the Class Members consistently worked shifts over five (5) hours.

48. Indeed, due to the hectic nature of their job, Plaintiff was rarely able to ever take a

1 meal break. Because Plaintiff and Class Members were required to communicate with and assist
2 customers, answer calls, and schedule appointments for customers throughout their shifts, they had
3 no time to take lawful uninterrupted meal periods if they were to complete their required
4 assignments.

5 49. Thus, Plaintiff and Class Members were routinely discouraged and prevented from
6 taking uninterrupted meal periods in order to complete their assignments to meet the high customer
7 demand and workload and avoid the imposition of potential disciplinary measures.

8 50. Further, for one year of the Class Period, Defendant violated California's meal
9 period laws by automatically recording in every employee's payroll records that a meal break was
10 taken and deducting one half-hour of time from each such employee's hours worked for a meal
11 break taken, whether a meal break was provided or not.

12 51. Defendant also violated California's meal period laws by not paying Plaintiff and
13 aggrieved employees an extra hour of wages for each missed or improper meal period.

14 52. Defendant argued that the employees did receive their meal periods, and presented
15 evidence that other employees would testify to that fact.

16 53. Additionally, Defendant maintained valid meal and rest period policies.

17 54. Plaintiff and the Class Members consistently worked shifts of 6+ hours and were
18 not authorized or permitted to take second or third rest breaks.

19 55. Defendant again raised the defense that employees received their rest breaks and
20 presented evidence that employees would testify as such.

21 56. Given that the rest period policy was accurate, Plaintiff considered this a viable
22 risk.

23 57. Plaintiff contends that Defendant has failed to reimburse her and the Class
24 Members for business-related expenses, including for use of their cell phone in executing Plaintiff
25 and Class Members' duties under Defendant's employ.

26 58. At minimum, they should be reimbursed for a proportion of their cell phone bills.

27 59. One risk that Plaintiff considered was the fact that not all Class Members used their
28 cell phones for every pay period.

1 60. This raised certification issues and meant that the damages were relatively small.

2 61. As the inaccurate wage statement claim is a derivative claim, the same risks present
3 for the above claims were present for this claim.

4 62. Plaintiff contends that Defendant failed to properly pay overtime for any work in
5 excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week.

6 63. The risk analysis for the section 203 claim flows from the risk analysis for the
7 underlying wage claim discussed above.

8 64. If Defendant could prove, as it contends, that class members were properly
9 classified and paid for all hours worked, there would be no recovery of wages and no waiting time
10 penalties that flow therefrom.

11 65. Pursuant to *Murphy v. Kenneth Cole Productions, Inc.* (2002) 40 Cal.4th 1094,
12 1120, Plaintiff contended that break premium payments constitute “wages” under Labor Code §
13 203. (“We hold that section 226.7’s plain language, the administrative and legislative history, and
14 the compensatory purpose of the remedy compel the conclusion that the ‘additional hour of pay’
15 is a premium wage, not a penalty”).

16 66. Plaintiff factored in the risk of establishing that any violation was “willful” and the
17 fact that this claim is derivative.

18 67. Finally, the settlement class is compensated for these violations in the proposed
19 Settlement Agreement, and thus any PAGA recovery for these same violations would be
20 duplicative. As such, the Settlement Agreement’s contemplated PAGA payment of \$10,000.00 is
21 appropriate.

22 68. There is significant expense associated with the class certification process, which
23 the Parties can avoid by entering into the contemplated Settlement Agreement now.

24 69. If the Court did eventually certify class, trial of a case involving approximately 76
25 Class Members would require the retention of expensive expert witnesses, the accrual of extensive
26 litigation costs, and a significant time overlay by the parties.

27 70. Moreover, given the complexity and unsettled nature of the issues in this case it is
28 likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal

1 would result in further delay for the Class Members who are waiting for a resolution in this matter.

2 71. This case has not been certified to be tried as a class action. Moreover, in class
3 actions, decertification is always a possibility. In attempting to certify a class, the parties would
4 need to conduct multiple depositions, including of the Class Representative and of several
5 person(s) most knowledgeable regarding Defendant's policies. There is a risk for both sides as to
6 what these depositions will reveal and whether they will support class certification to the extent
7 expected.

8 72. It was very difficult for the Parties to reach this Settlement of \$155,000.00.

9 73. This Settlement is the result of adversarial, non-collusive, and arms-length
10 negotiations. The Parties arrived at it after extensive investigation and discovery, careful
11 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
12 likely to be awarded to the class were the trier of fact to find Defendant liable.

13 74. Plaintiff assessed full value of the Wage/Overtime claim, without any discount, at
14 approximately \$43,761.87.

15 75. This calculation assumed that Class Members had a thirty minute meal period
16 deducted from their pay 4.5 days per week for one year of the Class Period.

17 76. Plaintiff used an hourly average rate of \$24.84.

18 77. The full value of the Meal Period claim, without any discount, was approximately
19 \$135,924.48.

20 78. Plaintiff assumed one missed meal period per week.

21 79. For the reasons above, Plaintiff determined that accepting a discount of the full
22 amount was appropriate.

23 80. The full value of the Rest Period claim, without any discount, was approximately
24 \$135,924.48.

25 81. Plaintiff assumed one missed rest period per week.

26 82. For the reasons above, Plaintiff determined that accepting a discount of the full
27 amount was appropriate.

28 83. With regard to the Reimbursement Claim analysis, Plaintiff believed that it was

1 reasonable to value the potential reimbursement at approximately \$25 per month (approximately
2 \$6.25 per week, per employee, for reimbursement of personal cell phone usage. This brought the
3 damages for this claim to \$34,000.00.

4 84. Plaintiff valued the Wage Statement Claim, without discount, at \$76,300.00.

5 85. Plaintiff used \$100 for each wage statement issued.

6 86. This figure is overstated because Labor Code §226(e)(1) uses \$50 for the initial pay
7 period (not \$100) and puts a \$4,000 cap on wage statement penalties per employee.

8 87. Due to the risk discussed above, Plaintiff determined that a steep discount of this
9 claim was fair for settlement purposes.

10 88. Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim, at
11 \$283,464.00.

12 89. Considering the derivate nature of Labor Code §203 and the dispute over whether
13 class members were owed any wages, Plaintiff determined that accepting a discount on this claim
14 was appropriate.

15 90. Finally, Plaintiff calculated the value of the PAGA claim at \$78,300 for Class
16 Members (using \$100 per pay period).

17 91. The main risk taken into account with PAGA is the discretionary nature of the
18 penalty award.

19 92. A judge can award the statutory maximum of \$100 for the initial violation and \$200
20 thereafter or – in theory – one cent per wage statement.

21 93. While there is a dearth of available authority, in Plaintiff's view, were she to
22 succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also
23 award a large amount of penalties of top of any damages recovered.

24 94. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
25 Class Members' claims was approximately \$742,674.83.

26 95. However, as a result of the forgoing risks on the merits, Class Counsel believes the
27 Gross Fund Value of \$155,000.00 is fair and reasonable.

28 **ATTORNEY COMPETENCE**

1 96. Kingsley & Kingsley, APC is very experienced in prosecuting complex
2 employment litigation, and the firm has focused its practice since the year 2000 on complex wage,
3 hour, and working condition violations. The firm is well versed in class action litigation and has
4 diligently and aggressively pursued this action. Kingsley & Kingsley, APC currently serves as
5 Class Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern
6 California. A list of representative cases that Kingsley & Kingsley, APC has handled is included
7 in the accompanying declaration of Liane Katzenstein Ly. Below is a small, but representative
8 sampling of wage and hour cases handled by my firm:

- 9 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
10 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
11 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 12 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
13 December 2005, Honorable Rita Miller granted final approval of Settlement in the
14 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 15 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
16 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
17 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 18 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
19 2008, the Honorable Mary Thornton House granted final approval of Settlement in
20 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
21 33 1/3%.
- 22 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
23 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
24 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
25 33.3%.
- 26 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
27 March 2012, the Honorable James P. Kleinberg granted final approval of
28 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'

fees request of 33.3%.

- g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.
- h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.
- i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-00705 AWIJLT). This certified class action was approved for final settlement by the Honorable Anthony W. Ishii in October 2015, in the gross amount of \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.
- k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.
- l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.
- m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was proposed for final settlement by the Honorable Richard L. Fruin on February 19, 2016, in the gross amount of \$5,250,000.

1 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).

2 The matter was approved for final settlement by the Honorable Lee Smally Edmund
3 in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of
4 38%.

5 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
6 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
7 matter was approved for final settlement by the Honorable Anthony W. Ishii in
8 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
9 attorney's fees benchmark award of \$1,525,000.

10 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
11 15-101333). The matter was approved for final settlement before the Hon. Stephen
12 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
13 attorneys' fees request of 33.33%.

14 97. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000
15 and since that time has been appointed class counsel on dozens of wage and hour class actions that
16 have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for
17 class certification in 15 matters and has successfully obtained class certification in 15 of those
18 cases. A brief sampling of which includes:

19 a. *Lewis v. Collabrus, Inc.*, Santa Clara County Superior Court (109CV-142927),
20 approved for Class Certification in 2011.

21 b. *Melendez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
22 December 19, 2012) (court granted contested class certification and appointed
23 Kingsley & Kingsley as class counsel).

24 c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
25 filed February 3, 2014) (court granted contested class certification and appointed
26 Kingsley & Kingsley as class counsel).

27 d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
28 filed January 27, 2015) (court granted contested class certification and appointed

1 Kingsley & Kingsley as class counsel).

2 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214).

3 contested class certification granted in June 2020.

4 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV
5 -16-102833), contested class certification granted in 2018.

6 g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
7 contested class certification granted in June 2020.

8 h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
9 contested class certification granted in August 2020.

10 98. After factoring in the risks explained above, Class Counsel believes that the
11 proposed settlement is fair and reasonable.

12 **SERVICE AWARD TO THE NAMED PLAINTIFF**

13 99. The Class Representative is entitled to an enhancement for her valiant effort and
14 time expended in this matter. The time spent by Mayra Morales is significant and includes
15 researching and retaining competent counsel; providing information to Class Counsel regarding
16 the nature of the work at Defendant; compiling relevant documents; working closely with Class
17 Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the
18 status of the case with Class Counsel; discussing the case via telephone with many Class Members;
19 and responding promptly to Class Counsel's communications regarding settlement.

20 100. As set forth in the Settlement Agreement, Plaintiff will also be entering into a
21 general release of liability pursuant to Civil Code Section 1542.

22 101. Class Counsel considers this to be a fair and reasonable enhancement. The
23 enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in coming
24 forward to litigate this matter on behalf of all Class Members. Plaintiff will provide a detailed
25 declaration with the Final Approval Motion detailing her participation and further justification for
26 the enhancement.

27 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

28 102. Proof of submission of Plaintiff's Motion, all related documents, and copy of the

1 email from the LWDA confirming receipt is attached as Exhibit “B.”

2 **EXHIBITS**

3 103. Attached hereto as Exhibit “A” is a true and correct copy of the fully-executed
4 Stipulation for Settlement of Class and Representative Action (“Agreement” or “Settlement
5 Agreement”).

6 104. Attached hereto as Exhibit “B” is a true and correct copy of the proof of submission
7 of Plaintiff’s Motion, all related documents, and copy of the email from the LWDA confirming
8 receipt.

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

11 This Declaration was executed this 9th day of November, 2022, in Encino, California.

12 

13
14 _____
Liane Katzenstein Ly

EXHIBIT "A"

KINGSLEY & KINGSLEY, APC
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EUROSTAMPA CALIFORNIA LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

MAYRA MORALES, an individual, on behalf of
herself and others similarly situated,

Plaintiff,

v.

EUROSTAMPA CALIFORNIA LLC; and DOES
1 thru 50, inclusive,

Defendants.

Case No. 22CV000095

**STIPULATION FOR SETTLEMENT OF
CLASS AND REPRESENTATIVE
ACTION**

Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue
and recommend in good faith, Plaintiff MAYRA MORALES ("Plaintiff"), individually and on behalf of
all other similarly situated persons and aggrieved employees, on the one hand, and Defendant
EUROSTAMPA CALIFORNIA LLC ("Defendant"), on the other hand (collectively, the "Parties" and

individually, a "Party"), hereby agree to the following binding settlement of the class and representative action designated *Mayra Morales v. Eurostampa California LLC*, (Napa County Superior Court, Case No. 22CV000095) (the "Action"), (the "Settlement," "Settlement Agreement" or "Agreement").

I. Definitions.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. "Action."

The case entitled *Mayra Morales v. Eurostampa California LLC*, Napa County Superior Court, Case No. 22CV000095.

b. "Attorneys' Fees and Costs."

The attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court's Order, securing the Court's approval of the Settlement, administering the Settlement, mediation expenses, any expert expenses, and securing entry of judgment in the Action. Class Counsel will request attorneys' fees not to exceed one third (33.3333%) of the Gross Fund Value, which is presently \$155,000 (*i.e.*, no more than \$51,666.67 in attorneys' fees), plus litigation costs incurred not to exceed \$4,000.00. The amount of Attorneys' Fees and Costs awarded are subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for Attorneys' Fees and Costs as set forth above. Such Attorneys' Fees and Costs shall be paid from the Gross Fund Value. Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves less than the amount of Attorneys' Fees and Costs that Class Counsel request, the difference between the requested and awarded amounts will be distributed to Settlement Class Members on a proportional basis relative to the size of their claims. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and Costs detailed in this Section and shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Section. No counsel shall be entitled to attorneys' fees or costs for work performed in this Action other than as provided in this Settlement Agreement. The instant Settlement Agreement is the exclusive means for recovery of

attorneys' fees and costs incurred in this Action by any attorney, law firm and/or other legal services provider.

c. "Class Counsel."

KINGSLEY & KINGSLEY, APC, PC shall be appointed Class Counsel upon approval by the Court.

d. "Class List."

A complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty calendar (30) days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's full name, most recent mailing address, most recent telephone number, if any, Social Security number, dates of employment (*i.e.*, hire date and termination date, if applicable), number of workweeks that a Class Member worked during the Class Period in California, and any other relevant information needed to calculate settlement payments.

e. "Class Member(s)"

All non-exempt employees who are employed or have been employed by Defendant in the State of California who worked one or more pay periods from August 2, 2017 to December 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes first.

f. "Class Period."

August 2, 2017 to December 15, 2022, or the date the Court grants preliminary approval of the settlement, whichever comes first.

g. "Class Representative Enhancement Payment."

The amount to be paid to Plaintiff in recognition of her efforts and work in prosecuting the Action on behalf of Class Members and for her general release of claims. Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request Court approval of Class Representative Enhancement Payment in the amount of \$5,000. Plaintiff will be issued an IRS Form 1099 in connection with her Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payment. The

1 Class Representative Enhancement Payment will be paid from the Gross Fund Value and will be in
2 addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement and is conditioned
3 on the execution of a general release of claims as set forth below. Defendant makes no representations as
4 to the tax treatment or legal effect of the payments called for herein, and Plaintiff is not relying on any
5 statement or representation by Defendant or its counsel in this regard. To the extent that the Court
6 approves less than the amount of Class Representative Enhancement Payment that Plaintiff requests, the
7 difference between the requested and awarded amounts will be distributed to the Settlement Class
8 Members on a proportional basis relative to the size of their claims.

9 **h. "Gross Fund Value."**

10 The sum of no more than a Gross Fund Value of \$155,000 to be paid by Defendant in full
11 satisfaction of all claims arising from the Action. The Gross Fund Value includes all Individual
12 Settlement Payments to Settlement Class Members, the Class Representative Enhancement Payment to
13 Plaintiff, Settlement Administration Costs to the Settlement Administrator, the PAGA Fund (payment to
14 the Labor and Workforce Development Agency Payment ("LWDA") and the PAGA Settlement Fund),
15 and the Attorneys' Fees and Costs. Defendant will be responsible for any employer-side payroll taxes
16 required by law, separate and in addition to the Gross Fund Value, including the employer FICA, FUTA,
17 and SDI contributions on the wage portion of the Individual Settlement Payments. Defendant shall not
18 be responsible for any other payments.

19 **i. "Defendant's Counsel"**

20 Andrew M. McNaught and Robin E. Devaux of Seyfarth Shaw LLP.

21 **j. "Effective Date."**

22 The date upon which both of the following have occurred: (i) final approval of the settlement is
23 granted by the Court and (ii) the Court's Judgment approving the settlement becomes Final. Final shall
24 mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on
25 appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review
26 with the California Supreme Court or other court in California assuming jurisdiction of this matter, or,
27 (ii) if a petition for review filed, the date of denial of the petition, or the date the Court's Judgment is
28 affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing

1 or noticing any appeal of the Court's Judgment. If a timely objection to settlement is filed (including an
2 objection from the LWDA), "Effective Date" shall be the later of: (a) the date on which the time for all
3 appeals relating to objections to Settlement and the Final Approval Order has expired; or (b) if an
4 appeal, review or writ is sought, the date on which the highest reviewing court renders its decision
5 denying any petition (where the immediately lower court affirmed the judgment) or affirming the
6 judgment. Provided, however, if the LWDA has commenced an investigation or issued a Citation prior
7 to the Effective Date, as determined under the foregoing definition, the Effective Date will be extended
8 to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if
9 the LWDA objects to the Settlement, the date when the LWDA's objection to the Settlement is resolved
10 and no longer appealable.

11 **k. "Final Approval" or "Final Award."**

12 The court order granting final approval of the Settlement.

13 **l. "Individual Settlement Payment."**

14 Each Settlement Class Member's potential share of the Net Settlement Amount will be
15 calculated by dividing the number of workweeks worked by the Individual Settlement Class Member by
16 all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount
17 (*i.e.*, (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement
18 Amount). Each Settlement Class Member's share of the Net Settlement Amount, which shall be
19 distributed to the Settlement Class Members, will be less employee portions of state and federal
20 withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable
21 payroll deductions required by law as a result of the payment of the amount allocated to such Settlement
22 Class Member as set forth herein.

23 **m. "LWDA Notice."**

24 The Parties agree that Plaintiff will submit a Notice to the LWDA of this Settlement along with a
25 copy of this Settlement Agreement within ten (10) calendar days of its execution by all Parties and Class
26 Counsel, and will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final Award)
27 providing for an award of civil penalties in conformity with Labor Code Section 2699(l).
28

1 **n. “Net Settlement Amount.”**

2 The amount after the following deductions are made from the Gross Fund Value: (a) all costs of
3 settlement administration performed by a third party settlement administrator; (b) Class Representative
4 Enhancement Payment to Plaintiff; (c) the PAGA Fund (payment to the LWDA and the PAGA
5 Settlement Fund); and (d) Attorneys’ Fees and Costs for counsel for Plaintiffs. Each Class Member will
6 be eligible to receive a portion of the Net Settlement Amount.

7 **o. “Notice of Class Action Settlement.”**

8 The document substantially in the form attached as Exhibit 1 that will be mailed to Class
9 Members’ last known addresses and which will provide Class Members with information regarding the
10 Action and information regarding the Settlement of the Action.

11 **p. “Notice of Objection.”**

12 A Class Member’s valid and timely written objection to the Settlement Agreement, as defined in
13 this Agreement. Absent good cause found by the Court, Class Members who fail to make objections in
14 the manner specified above shall be deemed to have waived any objections and shall be foreclosed from
15 making any objection (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties
16 nor their counsel will solicit or otherwise encourage Class Members to submit written objections to the
17 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
18 Class Members with respect to any such objections to this Settlement.

19 **q. “Notice Packet.”**

20 The Notice of Class Action Settlement and Individual Settlement Payment calculations, to
21 include workweek information.

22 **r. “PAGA Fund.”**

23 The amount that the Parties have agreed to pay to the LWDA and the PAGA Settlement Fund in
24 connection with settlement of Plaintiffs’ PAGA claims. The PAGA Fund shall be paid out of the Gross
25 Fund Value. The Parties have agreed that \$10,000.00 of the Gross Fund Value will be allocated to the
26 PAGA Fund for the resolution of any PAGA Group Members’ claims arising under the PAGA. Pursuant
27 to the PAGA, \$7,500 (75%) of the PAGA Fund will be paid to the LWDA and \$2,500 (25%) of the
28 PAGA Fund [“PAGA Settlement Fund”] will be included in the Net Settlement Amount. Any change in

1 the requested LWDA Payment is not a material term of this Agreement. If the Court approves a lesser or
2 greater amount than that requested, the other terms of this Agreement shall still remain in effect.
3 However, some approval of a PAGA Settlement Fund is a material term of the Settlement and this
4 Agreement. If the Court does not approve any PAGA Settlement Fund, then the entire Agreement will
5 be, at Defendant's sole discretion, void and unenforceable. In such a case, the Parties shall be returned to
6 their respective statuses as of the date and time immediately prior to the execution of this Settlement
7 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been
8 executed, except that the costs of administration shall be borne by Defendant.

9 **s. "PAGA Group Members."**

10 All non-exempt employees who are employed or have been employed by Defendant in the State
11 of California who worked one or more pay periods from February 1, 2021 to December 15, 2022, or the
12 date the Court grants preliminary approval of the settlement, whichever comes first.

13 **t. "PAGA Period."**

14 The period from February 1, 2021 to December 15, 2022, or the date the Court grants
15 preliminary approval of the settlement, whichever comes first.

16 **u. "PAGA Settlement Fund."**

17 The amount of the PAGA Fund payable to the PAGA Group Members.

18 **v. "Plaintiff."**

19 Plaintiff and Class Representative, Mayra Morales.

20 **w. "Plaintiff's Released Claims."**

21 Upon the Effective Date, and as a condition of receiving any portion of her Class Representative
22 Enhancement Payment, Plaintiff shall fully and finally release the Released Parties from any and all
23 claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation,
24 common law, or other source of law, including but not limited to claims arising from or related to her
25 employment with Defendant and her compensation while an employee of Defendant which occurred
26 before or during the Class Period. In addition to this general release, Plaintiff specifically releases
27 Defendant and its present and former affiliates and all of its officers, directors, owners, partners,
28 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and

any other persons acting by through, under or in concert with any of them ("Released Parties"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action.

Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, the rights to sue to enforce this Agreement, and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits, and claims outside the Class Period.

Plaintiff's Released Claims include all claims as set forth above, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to

1 be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
2 released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and
3 benefits of California Civil Code Section 1542, which reads:

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

8 The Civil Code Section 1542 release will not affect: (1) the Individual Settlement Payments
9 Plaintiff will receive as part of this settlement; and (2) workers' compensation claims, if any.

10 **x. "Preliminary Approval."**

11 The Court's order granting preliminary approval of the Settlement Agreement.

12 **y. "Qualified Settlement Account."**

13 The fund established by the Settlement Administrator pursuant to Internal Revenue Code Section
14 1.468B-1.

15 **z. "Released Claims."**

16 By operation of the entry of the Final Approval Order and Judgment, and except as to rights this
17 Agreement creates, each Class Member shall release Defendant and its present and former affiliates and
18 all of its officers, directors, owners, partners, employees, agents, servants, registered representatives,
19 attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert
20 with any of them ("Released Parties"), from any and all claims, debts, liabilities, demands, obligations,
21 penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of
22 action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal
23 theory under federal and state law that are alleged in the Action, or could have been alleged in the
24 Action based on the facts alleged therein, for any alleged failure to pay all wages due (including
25 minimum wage and overtime wages), regular rate calculations, failure to pay for all hours worked
26 failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties
27 during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate
28 the regular rate of pay, expense reimbursement claims, failure to furnish accurate wage statements

1 including claims derivative and/or related to these claims, liquidated damages, record-keeping
2 violations, failure to pay waiting time penalties that occurred during the Class Period. This Release shall
3 include all claims and theories that are alleged in the Action, or could have been alleged in the Action
4 based on the facts alleged therein arising under the California Labor Code, wage orders, and applicable
5 regulations, including Labor Code Sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199,
6 and 2802 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor
7 Code Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions. The release
8 of claims shall include a Civil Code Section 1542 release as to the released claims only. The release
9 shall expressly exclude all other claims, including claims for vested benefits under ERISA or Taft-
10 Hartley plans, wrongful termination, unemployment insurance, disability insurance, Social Security,
11 workers' compensation, and class claims outside of the class period.

12 **aa. "Released Parties."**

13 Defendant and its present and former affiliates and all of its officers, directors, owners, partners,
14 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and
15 any other persons acting by through, under or in concert with any of them.

16 **bb. "Request for Exclusion."**

17 A notice submitted by a Class Member requesting to be excluded from the Settlement. For the
18 Request for Exclusion to be valid, it must include the Class Member's full name and a written statement
19 to the effect that the Class Member does not wish to participate in the settlement and requesting to be
20 excluded from this Settlement. The Request for Exclusion must be returned by mail or fax to the
21 Settlement Administrator at the specified address or facsimile number and postmarked or faxed on or
22 before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
23 means to determine whether a Request for Exclusion has been timely submitted. A Class Member who
24 does not submit a timely or valid Request for Exclusion from the Settlement will be deemed a Class
25 Member and will be bound by all terms of the Settlement Agreement if the Settlement is granted Final
26 Approval by the Court. Plaintiff agrees not to request to be excluded from the Settlement.

27 Any Class Member who opts out of this Settlement may not submit an Objection, shall not
28 receive any Individual Settlement Payment, and shall not be bound by the releases set forth in this

1 Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the Request
2 for Exclusion will be valid and will invalidate the Objection.

3 **cc. "Response Deadline."**

4 The deadline by which Class Members must mail or fax to the Settlement Administrator valid
5 Requests for Exclusion, Notices of Objection to the Settlement, or workweek disputes. The Response
6 Deadline will be forty five (45) calendar days from the initial mailing of the Notice Packet by the
7 Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the
8 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
9 Response Deadline for submission of valid Requests for Exclusion, Notices of Objection, or workweek
10 disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice
11 Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in
12 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
13 open. The Response Deadline may also be extended by express agreement between Class Counsel and
14 Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to
15 unilaterally extend the deadline for Class Members to submit a valid Request for Exclusion, Notice of
16 Objection to the Settlement, or workweek disputes.

17 **dd. "Settlement Administrator."**

18 The parties agree to use ILYM Group, Inc. to administer this settlement. The Parties each
19 represent that they do not have any financial interest in the Settlement Administrator or otherwise have a
20 relationship with the Settlement Administrator that could create a conflict of interest.

21 **ee. "Settlement Administration Costs."**

22 The costs payable from the Gross Fund Value to the Settlement Administrator are for
23 administering this Settlement, including, but not limited to, printing, distributing, and tracking
24 documents for this Settlement, address searches, calculating estimated amounts per Class Member, tax
25 reporting, distributing the Gross Fund Value, and providing necessary reports and declarations, and
26 other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested
27 by the Parties. The Settlement Administration Costs will be paid from the Gross Fund Value, including,
28 if necessary, any such costs in excess of the amount represented by the Settlement Administrator as

being the maximum costs necessary to administer the Settlement. To the extent actual Settlement Administration Costs are greater than \$12,000 such excess amount will be deducted from the Gross Fund Value, subject to the Court's approval. Settlement Administration Costs allocated but not paid to the Settlement Administrator will be distributed to the Settlement Class Members on a proportional basis relative to the size of their claims.

ff. "Settlement Class Member."

Each Class Member who does not request to be excluded from the Settlement.

gg. "Settlement Payment Check."

The Settlement Payment Check is the payment of the Individual Settlement Payments to Settlement Class Members, payment of the PAGA Settlement Fund to the PAGA Group Members, the LWDA Payment, enhancement payments to Plaintiffs, and Court approved attorneys' fees and costs.

II. Recitals

a. On January 27, 2022, Plaintiff Mayra Morales filed a Complaint against Defendant Eurostampa California LLC in the Superior Court of the State of California, County of Napa, Case No. 22CV000095. On April 4, 2022, Plaintiff filed a First Amended Complaint. In the First Amended Complaint, Plaintiff alleges the following claims against Defendant:

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199;
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512;
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7;
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802;
5. Violation of Labor Code § 226(a);
6. Penalties Pursuant to Labor Code § 203;
7. Violation of Business & Professions Code § 17200; and
8. Violation of the Private Attorneys General Act ("PAGA") (Labor Code §§ 2698 *et seq.*)

b. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the

1 Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in
2 the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement
3 only. If for any reason the settlement does not become effective, Defendant reserves the right to contest
4 certification of any class for any reason and reserves all available defenses to the claims in the Action.

5 **III. Funding of the Gross Fund Value.**

6 Within ten (10) calendar days after the Effective Date of the Settlement, Defendant will make a
7 one-time deposit of all approved and claimed amounts from the Gross Fund Value into a Qualified
8 Settlement Account to be established by the Settlement Administrator. Defendant shall pay an amount
9 no more than a Gross Fund Value of \$155,000 on a non-reversionary basis to resolve all class action and
10 Private Attorney General claims in the Action. Defendant will also pay the employer's share of payroll
11 taxes as required by law, and such payments will not reduce the Gross Fund Value.

12 **IV. Payments To Settlement Class Members And PAGA Group Members**

13 Within seven (7) calendar days of the funding of the Settlement, the Settlement Administrator
14 will issue payments to: (a) Settlement Class Members; (b) the Labor and Workforce Development
15 Agency (LWDA); (c) PAGA Group Members; (d) Plaintiff; and (e) Class Counsel. Class Members who
16 also are PAGA Group Members will receive one check. The Settlement Administrator will also issue a
17 payment to itself for Court-approved services performed in connection with the Settlement. Defendant
18 has no obligation to deposit such funds prior to the deadline set forth herein.

19 **V. Labor and Workforce Development Agency Payment.**

20 Subject to Court approval, the Parties agree that \$10,000 of the Gross Fund Value ("PAGA
21 Fund") will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims (the "PAGA
22 Settlement Amount"). Pursuant to the PAGA, \$7,500 (75%) of the PAGA Fund will be paid to the
23 LWDA and \$2,500 (25%) of the PAGA Fund will be included in the Net Settlement Amount for
24 distribution to the Class Members based upon their workweeks worked during the PAGA Period, from
25 April 4, 2021 to December 15, 2022, or the date the Court grants preliminary approval of the settlement,
26 whichever comes first. If the Court approves a PAGA Fund of less than \$10,000 the remainder will be
27 retained in the Net Settlement Amount for distribution to Settlement Class Members.

1 The Settlement Administrator shall pay 75% of any approved PAGA Fund to the LWDA within
2 seven (7) calendar days after funding.

3 **VI. Individual Settlement Payment Calculations.**

4 Each Class Member will be eligible to receive a portion of the Net Settlement Amount. Each
5 Class Member who does not opt out ("Settlement Class Member") shall be entitled to an Individual
6 Settlement Payment consisting of their share of the Net Settlement Amount. Each Settlement Class
7 Member's potential share of the Net Settlement Amount will be calculated by dividing the number of
8 workweeks worked by the Individual Settlement Class Member by all workweeks worked by the Class
9 during the Class Period, multiplied by the Net Settlement Amount (*i.e.*, (number of individual
10 workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). The Individual
11 Settlement Payment will be reduced by any required deductions for each Class Member as set forth
12 herein, including employee-side tax withholdings or deductions.

13 The Individual Settlement Payments made to any Class Members under this Settlement, and any
14 other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
15 under any benefit plans to which any Class Members may be eligible, including, but not limited to,
16 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
17 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
18 will not affect any rights, contributions, or amounts to which any Class Members may be entitled under
19 any benefit plans.

20 **VII. PAGA Settlement Fund Calculations**

21 The PAGA Group Members will receive a pro rata portion of the PAGA Settlement Fund,
22 determined by dividing the number of pay period worked by the PAGA Group Member during the
23 PAGA Period by all pay periods worked by the PAGA Group Members during the PAGA Period,
24 multiplied by the PAGA Settlement Fund (*i.e.*, (number of individual pay periods worked / total pay
25 periods worked by the PAGA Group Members during the PAGA Period) x PAGA Settlement Fund).

26 **VIII. Effect of Request for Exclusion.**

27 Class Members who submit a valid Request for Exclusion will receive no Individual Settlement
28 Payments and their Requests for Exclusion will reduce neither the Gross Settlement Fund nor the Net

1 Settlement Amount. Their respective Individual Settlement Payments will remain a part of the Net
2 Settlement Amount for distribution to Settlement Class Members in accordance with the process agreed
3 upon and described herein.

4 **IX. Settlement Administration Process.**

5 **a.** The Parties agree to cooperate in the administration of the Settlement and
6 to make all reasonable efforts to control and minimize the costs and expenses incurred in
7 administration of the Settlement. The Settlement Administrator will provide the
8 following services:

- 9 i. Establish and maintain a Qualified Settlement Account.
- 10 ii. Calculate the Individual Settlement Payment each Class Member
11 and Settlement Class Member is eligible to receive.
- 12 iii. Provide notice of the settlement in both English and Spanish.
- 13 iv. Print and mail the Notice Packet.
- 14 v. Establish and maintain a toll-free information telephone support
15 line to assist Class Members who have questions regarding the
16 Notice Packet.
- 17 vi. Conduct additional address searches for mailed Notice Packets that
18 are returned as undeliverable.
- 19 vii. Process Requests for Exclusion, calculate Class Members'
20 Individual Settlement Payment, field inquiries from Class
21 Members, and administer any Requests for Exclusion. This
22 service will include settlement proceeds calculation, printing and
23 issuance of Settlement Payment Checks, and preparation of IRS
24 W-2 and 1099 Tax Forms. Basic accounting for and payment of
25 employee tax withholdings and forwarding all payroll taxes and
26 penalties to the appropriate government authorities will also be
27 included as part of this service.

viii. Issuing to Plaintiff, Settlement Class Members, PAGA Group Members, and Plaintiffs' Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

ix. Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.

x. Provide weekly status reports to counsel for the Parties.

b. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

c. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.

d. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark or fax a Request for Exclusion or Notice of Objection to the Settlement. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with the Parties and according to the following deadlines, to trace the mailing address of any Class Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail;

performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

e. All Class Members will be mailed a Notice Packet containing the forms attached as Exhibit 1 as approved by the Court.

f. Dispute of Workweeks. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute the number of workweeks to which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. The workweeks dispute must be returned by mail or fax to the Settlement Administrator at the specified address or facsimile number and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive means to determine whether a workweek dispute has been timely submitted. All such disputes are to be resolved not later than fourteen (14) calendar days after the Response Deadline. If the Settlement Administrator receives a dispute, the Settlement Administrator will notify both Parties immediately. All evidence regarding the dispute from the Class Member and/or the Defendant shall be produced to both Parties.

g. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have

1 until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure
2 letter, whichever date is later, to postmark or fax a revised Request for Exclusion.

3 **h. Request for Exclusion Procedures.** Any Class Member wishing to opt-out from the
4 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement
5 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or
6 the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion
7 has been timely submitted. To be valid, a written request for exclusion from the class settlement must:
8 (1) state the case name or other identifying information; (2) make the following statements, or a similar
9 statement: "I wish to opt out of the settlement of the class action lawsuit titled *Mayra Morales v.*
10 *Eurostampa California LLC.*; (3) contain the name, address and telephone number and the last four
11 digits of the Social Security number of the person asking to opt-out or employee identification number;
12 (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator by the Response
13 Deadline. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify
14 jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely
15 submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of this
16 Settlement Agreement.

17 **i. Objection Procedures.** Any Class Member wishing to object to the Settlement Agreement
18 must sign and postmark or fax a written objection to the Settlement Administrator within the Response
19 Deadline. The date of the postmark on the return mailing envelope or the fax receipt confirmation will
20 be the exclusive means to determine whether an objection has been timely submitted. A written
21 objection must be signed by the Class Member and include: (1) the case name or other identifying
22 information, (2) the Class Member's full name and most current address, (3) the last four digits of the
23 Class Member's Social Security number, or employee identification number and (4) signed by the Class
24 Member. Late Objections may not be considered. The Settlement Administrator shall provide counsel
25 for the Parties with complete copies of all objections received, including the date of postmark or fax
26 receipt confirmation for each objection, within five (5) business days of receipt. Class Counsel will
27 provide a single packet of copies of any objections and supporting documents to the Court at least
28

1 sixteen (16) court days before the Final Approval Hearing. A Class Member who excludes himself or
2 herself from the Settlement shall lose standing to object.

3 j. The Settlement Administrator shall have its own Employer Identification Number under
4 Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in
5 calculating payroll withholdings for taxes and shall transmit the required employers' and employees'
6 share of the withholdings to the appropriate state and federal tax authorities. The Settlement
7 Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement
8 Fund ("QSF") under US Treasury Regulation section 468B-1.

9 **X. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

10 a. Nullification of the Settlement Agreement. In the event: (i) the Court does not enter the
11 Preliminary Approval Order and approve the Released Settlement specified herein; (ii) the Court does
12 not finally approve the Settlement as provided herein; or (iii) the Settlement does not become final for
13 any other reason (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void.
14 Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated
15 as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or
16 effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties
17 and any funds to be awarded under this Settlement Agreement shall be returned to their respective
18 statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the
19 Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that
20 any fees or costs already incurred by the Settlement Administrator shall be shared equally.

21 b. Settlement Terms Bind All Class Members. Any Class Member who does not
22 affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for
23 Exclusion will be bound by all its terms.

24 **XI. Certification Reports Regarding Individual Settlement Payment**
25 **Calculations.**

26 a. The Settlement Administrator will provide Defendant's counsel and Class Counsel a
27 weekly report which certifies: (a) the number of Class Members who have submitted timely and valid
28 Requests for Exclusion; (b) any objections submitted to the Settlement along with a copy of any such

objection; and (c) whether any Class Member has submitted a challenge to any information contained in his/her Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

b. Uncashed Settlement Checks. All settlement checks mailed out will expire after one hundred eighty (180) days. However, the Settlement Administrator shall distribute reminder postcards via U.S. Mail to all Settlement Class Members and/or PAGA Group Members who have yet to deposit or otherwise negotiate their settlement checks, reminding them of the deadline to do so ninety (90) days after first distributing settlement checks. The sum value of all expired checks will be tallied by the Settlement Administrator. All such uncollected funds associated with Settlement Class Members' and PAGA Group Members' checks will escheat to the State of California's Controller, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

c. Certification of Completion. Within ten (10) calendar days of the completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

XII. Tax Treatment of Individual Settlement Payments.

All Individual Settlement Payments will be allocated as follows: one-third (1/3) wages, one-third (1/3) interest and one-third (1/3) penalties.

The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator. The Gross Individual Settlement Payments will be reduced by any required legal deductions for each Settlement Class Member. All standard employee payroll deductions will be made for state and federal withholding taxes, including any other applicable payroll deductions owed by the Settlement Class Members as a result of the Wage Component, resulting in a net wage component. The Settlement Administrator will issue a check and W-2 Form to each Settlement Class Member for the wage component. No withholding shall be made on the penalty portions of the Gross Individual Settlement Payment. The Settlement Administrator will issue a second check and IRS Form-1099 for the remaining penalty and interest components. The Settlement Administrator shall be responsible for issuing the payments and calculating

1 and withholding all required state and federal taxes. The Settlement Administrator shall determine the
2 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
3 Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the
4 administration of the Settlement will be resolved by the Court, under the laws of the State of California.
5 Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve
6 the dispute without the necessity of involving the Court.

7 **XIII. Administration of Taxes by the Settlement Administrator.**

8 a. Tax Liability. Class Counsel, Defendant, and Defendant's Counsel make no
9 representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs
10 and Class Members are not relying on any statement, representation, or calculation by Defendant or by
11 the Settlement Administrator in this regard. Plaintiffs and Class Members understand and agree they will
12 be solely responsible for the payment of their respective share of any taxes and penalties assessed on the
13 payments described herein.

14 b. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
15 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
16 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
17 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
18 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
19 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
20 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
21 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
22 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
23 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
24 HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
25 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
26 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
27 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
28 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR

DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO 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 SETTLEMENT AGREEMENT.

XIV. Release by Class Members.

a. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

b. It is the desire of Plaintiff, Class Members (except those who exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the Released Claims and Plaintiff's Released Claims. Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Class Members, including Plaintiff, shall fully release and discharge the Released Parties from any and all Released Claims and Plaintiff's Released Claims for the entire Class Period. This release shall be binding on all Class Members, including Plaintiff who have not timely submitted a valid and complete Request for Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have no further or other liability or obligation to any Class Member with respect to the Released Settlement, except as expressly provided herein.

XV. Materiality of Terms.

a. The Court's approval of Class Representative Enhancement Payment, Attorneys' Fees and Costs, and the PAGA Fund are not material terms of this Agreement. If the Court approves only a lesser amount of these payments, then the other terms of this Agreement shall still remain in effect and

the difference will remain part of the Net Settlement Amount. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the settlement. Any amount of an attorneys' fees and costs award requested by Class Counsel, but unapproved by the Court shall be allocated to the Net Settlement Fund.

b. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. Any failure by the Court to fully and completely approve the material terms of this Settlement Agreement will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid equally by both Parties.

XVI. Preliminary Approval Hearing.

a. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. Plaintiff shall endeavor to file a Motion for Preliminary Approval with sufficient notice to allow for a hearing date within sixty days of this Agreement being fully executed.

b. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs will submit this Settlement Agreement and will include the proposed Notice Packet.

c. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval.

1 d. At the hearing before the Court to request Preliminary Approval, the Parties will jointly
2 appear, support the granting of the motion, and submit a proposed Order Granting Preliminary Approval
3 of the Settlement.

4 e. Should the Court decline to preliminarily approve material aspects of the Settlement
5 (including but not limited to the scope of release to be granted by Class Members or the binding effect
6 of the Settlement on Class Members who do not submit valid and timely Requests for Exclusion), the
7 Parties shall work together in good faith to address any concerns raised by the Court and propose a
8 revised Settlement for the Court's approval.

9 **XVII. Final Settlement Approval Hearing and Entry of Judgment.**

10 a. Upon expiration of the Response Deadline, and with the Court's permission, a Final
11 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the
12 Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments;
13 (b) the PAGA Fund; (c) the Attorneys' Fees; (d) Costs; (e) the Class Representative Enhancement
14 Payment; and (f) all Settlement Administration Costs.

15 b. The Final Approval/Settlement Fairness Hearing will be held no later than sixty (60)
16 calendar days after the Response Deadline.

17 c. Class Counsel will be responsible for drafting all documents necessary to obtain Final
18 Approval. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application
19 to be heard at the Final Approval/Settlement Fairness Hearing.

20 d. At the hearing before the Court to request Final Approval, the Parties will jointly appear,
21 support the granting of the motion, and submit a proposed Final Approval Order and Judgment.

22 **XVIII. Judgment and Continued Jurisdiction.**

23 The Court shall retain jurisdiction under California Code of Civil Procedure
24 section 664.6 with respect to the interpretation, implementation, and enforcement of the
25 terms of this Settlement Agreement and all orders and judgments entered in connection
26 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
27 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
28 Settlement Agreement and all orders and judgments entered in connection therewith.

1 **XIX. Class Size Estimates and Escalator Clause.**

2 a. Based on its records, Defendant estimates that there are 76 total Class
3 Members and 40 PAGA Group Members. Defendant also estimates that there are 6,075
4 workweeks in the Class Period and 1,083 pay periods in the PAGA Period.

5 b. Defendant further agrees that the total number of workweeks will not
6 exceed 6,500.25—i.e., more than 7% of 6,075. In the event that the number of
7 workweeks exceed 6,500.25 (more than 7%), the Gross Settlement Amount shall increase
8 proportionally for the number of workweeks over 6,500.25.

9 **XX. Other Provisions.**

10 a. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
11 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
12 Any Exhibits to this Settlement are an integral part of the Settlement.

13 b. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
14 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
15 may be deemed binding on the Parties.

16 c. Amendment or Modification. This Settlement Agreement may be amended or modified
17 only by a written instrument signed by counsel for all Parties or their successors-in-interest and
18 approved by the Court. If the Court requires certain non-material modifications to be made to this
19 Settlement Agreement as a condition for granting approval, then the Parties agree that their counsel can
20 enter into a stipulation to modify this agreement to conform it to the Court's Order and that signatures of
21 counsel shall suffice for such an amendment.

22 d. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
27 each other and use their best efforts to effect the implementation of the Settlement. Any disputes arising
28

1 out of or relating to this settlement will be submitted to private mediation. The Parties will split the costs
2 of the mediator and all Parties will bear their own attorneys' fees and other costs incurred.

3 e. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
4 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 f. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
6 will be governed by and interpreted according to the laws of the State of California.

7 g. Execution and Counterparts. This Agreement may be executed in one or more
8 counterparts by facsimile, electronic signature, DocuSign or email which for purposes of this
9 Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed
10 to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove
11 the existence and contents of this Agreement.

12 h. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
13 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
14 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
15 account all relevant factors, present and potential. The Parties further acknowledge that they are each
16 represented by competent counsel and that they have had an opportunity to consult with their counsel
17 regarding the fairness and reasonableness of this Settlement.

18 i. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this Settlement
21 Agreement valid and enforceable.

22 j. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and
23 conditions of this Agreement, Plaintiffs, Class Members who did not timely submit an objection to the
24 Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the
25 Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but
26 not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The
27 waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings
28 or post-judgment proceedings. The waiver of appeal does not affect the Effective Date.

1 **k. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If,
2 after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition,
3 or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a
4 material modification to the Settlement (including, but not limited to, the scope of release to be granted
5 by Class Members), and that Court's decision is not completely reversed and the Judgment is not fully
6 affirmed on review by a higher Court, then the Parties shall work together in good faith to address any
7 concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court
8 not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially
9 modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of
10 the Class Representative Enhancement Payment, the PAGA Fund, or the Attorneys' Fees and Costs
11 will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of
12 this paragraph, provided that Defendant's obligation to make payments under this Settlement will
13 remain limited by the Gross Settlement Amount.

14 **l. Class Action Certification for Settlement Purposes Only.** The Parties agree to stipulate
15 to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not
16 approved, the stipulation to certification will be void. The Parties further agree that certification for
17 purposes of the Settlement is not an admission that class action certification is proper under the
18 standards applied to contested certification motions and that this Settlement Agreement will not be
19 admissible in this or any other proceeding as evidence that either: (a) a class action should be certified
20 or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's
21 terms.

22 **m. Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve
23 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
24 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically
25 denies, that it has violated any federal, state, or local law; violated any regulations or guidelines
26 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
27 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
28 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement

1 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
2 construed as an admission or concession by Defendant of any such violations or failures to comply with
3 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
4 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as
5 evidence in any action or proceeding to establish any liability or admission on the part of Defendant or
6 to establish the existence of any condition constituting a violation of, or a non-compliance with, federal,
7 state, local or other applicable law.

8 **n. Captions.** The captions and section numbers in this Settlement Agreement are inserted
9 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
10 provisions of this Settlement Agreement.

11 **o. Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement
12 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
13 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

14 **p. Enforcement Action.** If one or more of the Parties institutes any legal action or other
15 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
16 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
17 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
18 fees incurred in connection with any enforcement actions.

19 **q. Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and
20 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
21 more strictly against one Party than another merely by virtue of the fact that it may have been prepared
22 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
23 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

24 **r. Representation by Counsel.** The Parties acknowledge that they have been represented by
25 counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that
26 this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in
27 full.

1 s. All Terms Subject to Final Court Approval. All amounts and procedures described in
2 this Settlement Agreement herein will be subject to final Court approval.

3 t. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
4 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
5 Settlement Agreement.

6 u. Binding Agreement. The Parties warrant that they understand and have full authority to
7 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding
8 on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce
9 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
10 federal or state law. Plaintiff, and not her representative(s), must personally execute this Settlement
11 Agreement.

12 v. No Prior Assignments or Undisclosed Liens. Plaintiff and Class Counsel represent that
13 they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to
14 attorneys' fees and costs award to be paid under this Agreement. Plaintiff and Class Counsel further
15 represent and warrant that there are not any liens or claims against any amount that Defendant are to
16 pay under this Agreement. Plaintiff and Class Counsel agree to defend, to indemnify, and to hold
17 Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including
18 reasonable attorneys' fees, resulting from a breach of these representations or from any lien or
19 assignment.

20 w. Confidential Information. Class Counsel will destroy all confidential documents and
21 information provided by Defendant within 60 calendar days after the completion of the administration
22 of this Agreement. Class Counsel further agree that none of the information provided by Defendant
23 shall be used for any purpose other than prosecution of this Action.

24 x. Publicity and Representations. Neither Plaintiff nor Class Counsel will publicize the
25 Settlement in any way prior to preliminary approval. Class Counsel represent and warrant on behalf of
26 themselves, and all other in their employ or otherwise acting on their behalf, that they: (i) do not
27 represent and have not been retained to represent any person(s) or entity(ies) who are contemplating
28 filing any claims against Defendant or any of the Released Parties, or currently intend to represent any

1 such person(s) or entity(ies) based on any alleged violation of any federal, state, or local laws; (ii) have
2 not encouraged any other person(s) or entity(ies) to bring claims against Defendant; and (iii) are not
3 aware of any other current or former employees of Defendant or attorney(s) who intends to bring
4 claims against Defendant, including, but not limited to, based on the subject matter of this Action.

5 y. Plaintiff represents and warrants that she: (i) has not disclosed the existence of the
6 Action, its subject matter or the claims made therein to any other current or former employee of
7 Defendant or attorney other than her counsel of record; (ii) is unaware of, nor has she been informed of,
8 any other individual or entity who has or may have a claim against Defendant; (iii) is not aware of, nor
9 has she been informed of, any other current or former employee of Defendant or attorney who intends
10 to bring litigation against Defendant, and (iv) have not encouraged and will not encourage or provide
11 assistance to any other person or entity to assert or bring a claim against Defendant. This does not
12 prevent Plaintiff from fulfilling her duties as class representative.

13 Class Counsel agree that they will not identify by name or identifiable characteristics the
14 Defendant or any of its officers, directors, owners, partners, employees, agents, servants, registered
15 representatives, attorneys, insurers, successors and assigns, and any other persons acting by through,
16 under or in concert with any of them on any marketing or advertising materials, website, or other forum,
17 mailing, communication, or service unrelated to the approval and administration of the settlement.

18 z. Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this Agreement.

20 aa. Notice. All notices, demands or other communications given under this Agreement will
21 be in writing and deemed to have been duly given upon being sent, via email, to the following
22 individuals, provided that the recipients confirm receipt within two business days:

23 To Plaintiffs and the Class:
24 Eric B. Kingsley
eric@kingsleykingsley.com
25 Liane Katzenstein Ly
liane@kingsleykingsley.com
26 Jessi Bulaon
jessi@kingsleykingsley.com
27 KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
28 Encino, CA 91436

1 Tel: (818) 990-8300
2 Fax (818) 990-2903

3 To Defendant:

4 SEYFARTH SHAW LLP
5 Andrew M. McNaught
6 Robin E. Devaux
7 560 Mission Street, 31st Floor
8 San Francisco, CA 94105
9 Tel.: (415) 397-2823
10 Fax: (415) 397-8549
11 E-Mail: amcnaught@seyfarth.com

12 27. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
13 litigation shall be stayed, except to effectuate the terms of this Agreement.
14

15 **(signatures on following page)**
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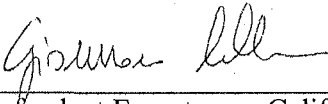
1 **SO AGREED:**

2 Dated: September __, 2022
3 September 26, 2022

DocuSigned by:
Mayra Morales
98A4AEE448634F1...

Plaintiff Mayra Morales

4
5 Dated: September 27, 2022

By 
For Defendant Eurostampa California LLC

6 **Approval As To Form By Counsel:**

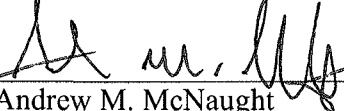
7
8 DATED: September 27, 2022

KINGSLEY & KINGSLEY, APC

9
10 By:  
Eric B. Kingsley
Liane Katzenstein Ly
Jessi Bulaon
Attorneys for Plaintiff Mayra Morales and the
Proposed Class

11
12
13
14 DATED: September 27th, 2022

SEYFARTH SHAW LLP

15 By:  
Andrew M. McNaught
Robin E. Devaux
Attorneys for Defendant
EUROSTAMPA CALIFORNIA LLC

(Proof of Submission to LWDA)

EXHIBIT "B"

1 (PROOF OF SERVICE)

2 [CCP 1013(a)(3)]

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite
6 1200, Encino, California 91436.

7 On November 9, 2022, I served all interested parties in this action the following
8 documents described as: **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT
9 OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
10 SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as
11 follows:

12 William Zev Abramson, Esq.
13 **ABRAMSON LABOR GROUP**
14 3580 Wilshire Blvd., Ste 1260
15 Los Angeles, CA 90010-2513
16 wza@abramsonlabor.com

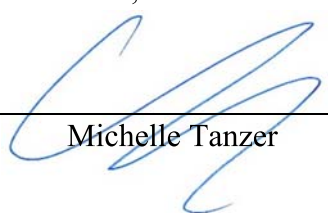
17 Andrew M. McNaught, Esq.
18 Robin E. Devaux, Esq.
19 **SEYFARTH SHAW LLP**
20 560 Mission Street., Ste 3100
21 San Francisco, CA 94105-2930
22 amcnaught@seyfarth.com
23 rdevaux@seyfarth.com

24 [XX] **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be
25 electronically filed using the Labor and Workforce Development Agency Electronic Filing
26 ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic
27 means by transmittal of the documents referenced herein on the EF System.

28 [XX] **(BY ELECTRONIC MAIL TRANSMISSION):** I caused the document to be send to the
persons at the e-mail address(es) listed on the attached service list. I did not receive, within
a reasonable time after the transmission, any electronic message or other indication that the
transmission was unsuccessful. A pdf copy of which was sent via email to the above email
address(es).

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

Executed on November 9, 2022, at Encino, California.



Michelle Tanzer