

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel.: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

PETER RODARTE, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

WRIGHT BUSINESS GRAPHICS CA, a
California Limited Liability Company;
WRIGHT BUSINESS GRAPHICS LLC, an
Oregon Limited Liability Company; ENNIS,
INC., a Texas Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: CIVSB2206705
*[Assigned to the Hon. Jessica Morgan, Dept.
S26, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: December 6, 2023

Time: 9:00 a.m.

Dept.: 26

Complaint Filed: March 25, 2022

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 22 years in practice. Over the last 15 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 250 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in over half of those actions to date, and anticipate receiving
12 final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest known PAGA-only
17 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
18 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
19 50 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 63 current or former non-exempt employees who worked for Defendants within California at any time during the Class Period of March 25, 2018 through June 15, 2023.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$107,927.20, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 310,000.00
Prior Payment Credit	\$ 41,270.00
Attorneys' Fees (1/3)	\$ 103,333.33
Litigation Costs	\$ 18,219.47
Administrator Costs	\$ 6,750.00
PAGA Penalties	\$ 25,000.00
Class Representative Service Award	\$ 7,500.00
<i>Net Settlement Amount</i>	\$ 107,927.20

9. The process of mailing the Notice Packets was very successful, as only all Class Notices were determined to be deliverable, resulting in a 100% success rate in mailing the notices.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected to or opted out of the settlement.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 100% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and

possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations submitted in support thereof, Defendants vigorously contested Plaintiff's claims, and Plaintiff faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendants' business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendants that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND

REASONABLENESS OF REQUESTED FEE AND COST AWARDS

14. As set forth above, I have handled over 250 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those cases, and many others remain pending and will successfully resolve in the future while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, *An Empirical Analysis of Class Actions*, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.¹

15. When this case was taken on a contingency fee basis, with my office agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the

¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 course of this litigation, my office paid all costs including filing fees, court costs, research fees,
2 and mediation costs. There was never a guarantee that we would recoup those expenditures.

3 16. It has been my experience that the benchmark for attorney fee awards in
4 California state cases is one-third of a common settlement fund, which the CA Supreme Court
5 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
6 Counsel is seeking a fee of one-third of the Settlement Amount.

7 17. There are several additional factors why I believe that the Court should award
8 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
9 resulted in a common fund settlement amount of \$310,000, whereby some Class Members will
10 receive **over \$2,500**. This is an *excellent result* in light of the disputed nature of the claims
11 alleged. This result was achieved by the work and success of my office, who negotiated the
12 settlement after extensive litigation, discovery, preparation, investigation, mediation, and
13 substantial work thereafter.

14 18. Second, Plaintiff faced significant risks going forward with the litigation. As
15 discussed in the motion for preliminary approval, Defendants raised various defenses throughout
16 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
17 Defendants vowed to raise all these defenses at trial. Plus, Defendants obtained release
18 agreements on behalf of a majority of Class Members through a Pick-Up Stix Campaign.
19 Accordingly, Plaintiff faced risky issues going forward with this litigation, and it would have
20 taken several more years to realize any recovery in this action along with the possibility of post-
21 trial appeals.

22 19. Third, Class Counsel are experienced class action litigators. This experience and
23 expertise, combined with the high quality of work performed in this case, resulted in the
24 settlement achieved in this case.

25 20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a
26 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
27 substantial amount of time, money, and resources, and have done so since the inception of this
28 case without any payment or compensation. If Plaintiff had lost this case, we would have

1 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
2 my office, which is a small firm. If, despite these hardships and risks, the best my office could
3 hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for
4 the hardships and serious risks we faced litigating this contingency case, and would not be
5 incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are
6 successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar,
7 often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-
8 preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above,
9 only one-third of class actions are successful, compared to two-thirds that are defeated and result
10 in no payment to the class members.

11 21. Fifth, the request for attorney's fees in the amount of one-third of the common
12 fund falls well within the norms accepted by state and federal courts in California in comparable
13 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
14 recovery under the common fund doctrine was recently approved by the California Supreme
15 Court in *Laffitte, supra*, 1 Cal.5th 480, 503.

16 22. For all of the above reasons, a common fund fee award here in the amount of one-
17 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

18 23. At my office, this case was primarily handled by my partner, Misty Lauby, while
19 I performed the role of the supervising attorney. As set forth in her declaration, Ms. Lauby
20 joined my team in 2019 and has worked exclusively with me on employment law matters since
21 then. She has been in practice for 16 years and bills at the hourly rate of \$650/hour. I have been
22 in practice for 22 years, with most of those years handling complex litigation and for over the
23 last 15 years, my practice has almost entirely consisted of handling class action wage and hour
24 matters. My billing rate is \$775/hour. I believe these rates are consistent with Plaintiff and
25 Defense attorneys who handle complex class action litigation, if not somewhat lower.

26 24. The hourly rates above are comparable to those of other attorneys with equal or
27 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
28 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year

attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer Real Rate Report (“Real Rate Report”), provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data. For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. In 2018, for the southern California area, which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms.

25. The table below includes a summary of the hours worked by my office, plus an estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the Settlement Administrator and defense counsel to finalize this matter. Thus, the actual aggregated lodestar between the attorneys that have worked on this case is approximately \$157,450, resulting in a negative multiplier, which is summarized in the following table based on the declarations of counsel:

Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner)	Trial Counsel	22	\$775	87²	\$67,425
Misty Lauby (Partner)	Handling Attorney	16	\$650	138.5	\$90,025
Grand Total					\$157,450

² Includes an estimated 30 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator regarding the notice and payment process, and filing any post judgment paperwork.

1 26. The fee is warranted because of the results achieved for the Class Members, both
2 in terms of the immediate cash settlement, as well as the fact that the Class Members
3 resoundingly supported the Settlement. Defendants do not oppose this fee request.

4 27. In the course of prosecuting this action, Class counsel have incurred expenses that
5 were incidental and necessary to the effective representation of the Class. These expenses
6 included but were not limited to: court filings, messenger services, postage, fax transmission
7 expenses, transportation, mediator fees, and other incidental expenses directly related to this
8 action. The Settlement Agreement provided up to \$20,000 in costs. Through final approval, my
9 office incurred \$18,219.47 in litigation costs (see Exhibit "B" attached hereto). The saving will
10 be placed in the Net Settlement Amount for payment to the Class Members. Defendants do not
11 oppose this request for costs.

12 **REASONABLENESS OF REQUESTED SERVICE AWARD**

13 28. I also believe that the service award of \$7,500 to Plaintiff is fair and warranted for
14 the reasons outlined in her declarations and in the motion. He came forward and worked directly
15 with our offices in analyzing the claims and documents, providing valuable information. (See
16 her declarations for supporting information.) Indeed, his participation was an essential element
17 of Defendants' desire to mediate and of the pre and post mediation analysis that allowed Class
18 Counsel to settle the case. In addition to foregoing separate individual claims, he also took on
19 various risks, including the risk that they could have been ordered to pay Defendants' costs if he
20 lost and the risk of retaliation and being black-balled in the industry. He also provided a full
21 release of all claims. Defendants do not oppose the requested service award.

22 **SUBMISSION TO THE LWDA**

23 29. The Motion and declarations, including the Settlement Agreement, have
24 concurrently been submitted to the LWDA. (See Exhibit "C").

25 **EXHIBITS AND CONCLUSION**

26 30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
27 "A."
28

31. Attached hereto as Exhibit “B” is a true and correct copy of an itemized statement of my firm’s litigation costs.

32. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as Exhibit "C."

33. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys fees, costs, and service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 9, 2023, at Riverside, California.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

A Limited Liability Partnership
Including Professional Corporations

GREG S. LABATE, Cal. Bar No. 149918

glabate@sheppardmullin.com

TYLER Z. BERNSTEIN, Cal Bar No. 296496

tbernstein@sheppardmullin.com

650 Town Center Drive, 10th Floor

Costa Mesa, California 92626

Telephone: 714.513.5100

Facsimile: 714.513.5130

Attorneys for Defendants

WRIGHT BUSINESS GRAPHICS; WRIGHT
BUSINESS GRAPHICS LLC; and ENNIS, INC.

Brian J. Mankin [CSB No. 216228]

brian@lmlfirm.com

Misty M. Lauby [CSB No. 243009]

misty@lmlfirm.com

LAUBY, MANKIN & LAUBY LLP

4590 Allstate Drive

Riverside, CA 92501

Telephone: 951-320-1444

Facsimile: 951-320-1445

Attorneys for Plaintiff

Peter Rodarte, on a representative basis and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

PETER RODARTE, individually, on a
representative basis and on behalf of all
others similarly situated,

Plaintiff,

vs.

WRIGHT BUSINESS GRAPHICS CA, a
California Limited Liability Company;
WRIGHT BUSINESS GRAPHICS LLC, an
Oregon Limited Liability Company; ENNIS,
INC., a Texas Corporation; and DOES 1
through 20, inclusive,

Defendants.

Case No. CIV SB 2206705

*[Assigned to Hon. David Cohn, Dept. S26 for
all purposes]*

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: March 25, 2022

FAC Filed: May 31, 2022

1 This Class and PAGA Action Settlement Agreement and Release of Claims is entered into
2 by and between Plaintiff Peter Rodarte (“Plaintiff”) on behalf of himself, others similarly situated,
3 the State of California and other aggrieved employees, and Defendants Wright Business Graphics
4 CA, Wright Business Graphics LLC, and Ennis, Inc. (collectively, “Defendants,” and together with
5 Plaintiff, the “Parties”), and is approved by their respective counsel of record, subject to the terms
6 and conditions hereof and the Court’s approval.

7 **I. DEFINITIONS**

8 In addition to the other terms defined in this Settlement Agreement, the terms below have
9 the following meaning:

10 A. Action: The lawsuit filed by Plaintiff on March 25, 2022 entitled PETER
11 RODARTE, individually, on a representative basis, and on behalf of all others similarly situated
12 v. WRIGHT BUSINESS GRAPHICS CA, a California limited liability company; WRIGHT
13 BUSINESS GRAPHICS LLC, an Oregon limited liability company; ENNIS, INC., a Texas
14 corporation; and DOES 1 through 20, inclusive; Case No. CIVSB2206705, in the Superior Court
15 of California, County of San Bernardino.

16 B. Administration Costs: All administrative costs, fees, and expenses incurred by the
17 Settlement Administrator in relation to services rendered in administration of this Settlement
18 pursuant to the terms of this Agreement, which shall not exceed \$6,750 in accordance with
19 ILYM’s all-in (not to exceed) proposal, absent approval of the Court for a greater amount. The
20 Administration Costs shall be deducted from the Gross Settlement Amount and shall be paid
21 from the Qualified Settlement Fund. If the Court awards less than the amount requested, any
22 amount not awarded will become part of the Net Settlement Amount for distribution to
23 Participating Class Members. Moreover, any amount awarded less than the Settlement
24 Administrator’s all-in bid will not be grounds to recover the difference from any of the Parties or
25 Counsel in this Agreement.

26 C. Agreement, Settlement, or Settlement Agreement: Shall mean this Class and
27 PAGA Action Settlement Agreement and Release of Claims.

1 D. Attorney Fee Award: The amount awarded to Class Counsel for reimbursement of
2 reasonable attorneys' fees incurred to prosecute the Action not to exceed one-third of the Gross
3 Settlement Amount, subject to Court approval. The Attorney Fee Award shall be deducted from
4 the Gross Settlement Amount and shall be paid from the Qualified Settlement Fund and will not
5 be opposed by Defendants. The Attorney Fee Award will cover all work performed and all fees
6 incurred by Class Counsel to date, and all work to be performed and all fees to be incurred in
7 connection with the litigation of the Action, seeking preliminary and final approval by the Court
8 of this Agreement, the administration of the Settlement, seeking and obtaining a Preliminary
9 Approval Order and Final Approval Order, and obtaining Final Judgment. If the Court awards
10 less than the amount requested by Class Counsel, any amount not awarded will become part of
11 the Net Settlement Amount for distribution to Participating Class Members.

12 E. Class or Class Member: All current and former non-exempt employees of
13 Defendants in California employed at any time during the Class Period. Defendants estimate
14 that there are approximately 63 such Class Members.

15 F. Class Counsel: Attorneys Brian J. Mankin and Misty M. Lauby of Lauby, Mankin
16 & Lauby LLP.

17 G. Class Period: The time period from March 25, 2018 up through and including
18 June 15, 2023.

19 H. Class Representative or Plaintiff: Peter Rodarte.

20 I. Class Representative Enhancement Payment: The amount the Court awards to
21 Plaintiff for his services as the Class Representative, which will not exceed \$7,500.00 to
22 Plaintiff. This payment shall be deducted from the Gross Settlement Amount and shall be paid
23 from the Qualified Settlement Fund and will not be opposed by Defendants. The Class
24 Representative Enhancement Payment is subject to Court approval. If the Court awards less than
25 the amount requested for Plaintiff, any amount(s) not awarded will become part of the Net
26 Settlement Amount for distribution to Participating Class Members.

27 J. Cost Award: The amount the Court awards Class Counsel for payment of actual
28 litigation costs and expenses, which shall not exceed \$20,000.00, which amount will cover all

1 costs and expenses incurred by Class Counsel to date, and all costs and expenses to be performed
2 or incurred in connection with the litigation of the Action, seeking preliminary and final approval
3 by the Court of this Agreement, the administration of the Settlement, seeking and obtaining a
4 Preliminary Approval Order and Final Approval Order, and obtaining Final Judgment. The Cost
5 Award will be deducted from the Gross Settlement Amount and will be paid from the Qualified
6 Settlement Fund and will not be opposed by Defendants. The Cost Award is subject to Court
7 approval. If the Court awards less than the amount requested, any amount not awarded will
8 become part of the Net Settlement Amount for distribution to Participating Class Members.

9 K. Counsel for Defendants: Attorneys Greg S. Labate and Tyler Z. Bernstein of
10 Sheppard Mullin Richter & Hampton LLP.

11 L. Court: The Superior Court of California, County of San Bernardino.

12 M. Effective Date: The “Effective Date” of the Settlement will be the last to occur of
13 the following: (a) if there are no objections to the Settlement, then the date on which the Court
14 enters the Final Approval Order; (b) if one or more timely objections has/have been filed and not
15 withdrawn, then upon passage of the applicable date for an objector to seek appellate review of
16 the Final Approval Order; or (c) if an appeal, review, or writ is sought from the Final Approval
17 Order, the day after the Final Approval Order is affirmed or the appeal, review, or writ is
18 dismissed or denied, and the Final Approval Order is no longer subject to further judicial review.

19 N. Escalator Clause: Defendants estimate that there are currently approximately
20 11,178 workweeks worked by the Class Members during the Class Period. If, at the end of the
21 Class Period, the number of workweeks worked by the Class Members during the Class Period is
22 more than ten percent (10%) greater than this figure (i.e., if there are 12,296 or more workweeks
23 worked by the Class Members in the Class Period), Defendants will increase the Gross
24 Settlement Amount pro rata per additional workweek over the 12,296 workweeks.

25 O. Final Approval, Final Approval Order, Judgment or Final Judgment: “Final
26 Approval” or “Final Approval Order” means the order of the Court that grants final approval of
27 the Settlement. “Judgment” or “Final Judgment” means the final judgment entered by the Court
28 based upon the Settlement and following the Final Approval Order.

1 P. Gross Settlement Amount: The Gross Settlement Amount means the amount of
2 Three Hundred Ten Thousand Dollars and Zero Cents (\$310,000.00), subject to any pro-rata
3 overages that may be required by the Escalator Clause and exclusive of Defendants' obligation to
4 fund its share of payroll taxes on the wage portion of the Individual Class Payments (which shall
5 be paid in addition to the Gross Settlement Amount), and includes the requested (1) Attorney Fee
6 Award; (2) Cost Award; (3) Administration Costs; (4) Class Representative Enhancement
7 Payment to Plaintiff; (5) Individual Class Payments to Participating Class Members, and (6) the
8 PAGA Payment paid to the LWDA and to PAGA Members. Defendants shall receive the Prior
9 Settlement Payment Credit amount of Forty One Thousand Two Hundred Seventy Dollars and
10 Zero Cents (\$41,270.00) towards satisfaction of the Gross Settlement Amount, leaving
11 Defendants responsible for contributing only Two Hundred Sixty Eight Seven Hundred Thirty
12 Thousand Dollars and Zero Cents (\$268,730) towards funding the Gross Settlement Amount
13 (subject to any pro-rata overages that may be required by the Escalator Clause and Defendants'
14 share of payroll taxes).

15 Q. Individual Class Payment(s): The pro rata amount payable to each Participating
16 Class Member from the Net Settlement Amount under the terms of this Agreement. Class
17 Members are not required to submit a claim form to receive their Individual Class Payment.

18 R. Individual PAGA Payment(s): The amount payable to each PAGA Member for
19 their individual portion of the PAGA Payment allocation under the terms of this Settlement
20 Agreement. PAGA Members are not required to submit a claim form to receive their Individual
21 PAGA Payment. Rather, PAGA Members will receive an Individual PAGA Payment
22 automatically, without the return of a claim form. PAGA Members will also be unable to opt out
23 of their Individual PAGA Payment.

24 S. LWDA: California Labor and Workforce Development Agency.

25 T. Net Settlement Amount: The portion of the Gross Settlement Amount that is
26 available for distribution to Participating Class Members, which is the Gross Settlement Amount,
27 minus the Court-approved Attorney Fee Award, Cost Award, Class Representative Enhancement
28 Payment, Administration Costs, PAGA Payment, and Prior Settlement Payment Credit.

1 U. Notice: The “Notice of Class Action and PAGA Settlement” to be provided to all
2 Class Members, in English and Spanish, regarding the terms of this Settlement, substantially like
3 the form attached hereto as **Exhibit A**, subject to Court approval. The Notice shall constitute
4 class notice pursuant to California Rules of Court, rule 3.769 (f) and, once approved by the
5 Court, shall be deemed compliant with California Rules of Court, rule 3.766.

6 V. PAGA: The California Labor Code Private Attorneys General Act of 2004
7 (California Labor Code § 2698, *et seq.*).

8 W. PAGA Members: All current or former non-exempt employees who worked for
9 Defendants within California at any time during the PAGA Period.

10 X. PAGA Payment: The PAGA Payment consists of Twenty-Five Thousand Dollars
11 (\$25,000.00) from the Gross Settlement Amount allocated for the settlement and release of
12 claims for civil penalties pursuant to PAGA, as alleged in the Action. Seventy-five percent
13 (75%) of the PAGA Payment (\$18,750.00) shall be paid to the LWDA, and twenty-five percent
14 (25%) of the PAGA Payment (\$6,250.00) shall be distributed to PAGA Members, on a pro rata
15 basis, as set forth below.

16 Y. PAGA Period: The time period from March 25, 2021 up through and including
17 June 15, 2023.

18 Z. Participating Class Members: All Class Members who do not submit valid and
19 timely Exclusion Forms to the Settlement Administrator.

20 AA. Preliminary Approval or Preliminary Approval Order: The order entered by the
21 Court that grants preliminary approval of the Settlement.

22 BB. Prior Settlement Payment: The payment(s) previously paid by Defendants to a
23 Class Member in connection with the Class Member’s individual release of claims against
24 Defendants.

25 CC. Prior Settlement Payment Credit: The total of all Prior Settlement Payments
26 previously made by Defendants to Class Members in the amount of Forty One Thousand Two
27 Hundred Seventy Dollars and Zero Cents (\$41,270.00). This payment obligation has already
28 been fully satisfied by Defendants including, but not limited to, all applicable federal and state

1 employer-side payroll taxes on the Prior Settlement Payments.

2 DD. Qualified Settlement Fund: A fund within the meaning of Treasury Regulation
3 section 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, which is established by the Settlement
4 Administrator for the benefit of Participating Class Members, Plaintiff, and Class Counsel.

5 EE. Released Class Claims: Released Class Claims are defined as all claims, debts,
6 liabilities, demands, actions, or causes of action under state, federal or local law, whether
7 statutory, common law or administrative, arising from or out of or reasonably related to the facts
8 and/or claims alleged in the Action, and all claims that were asserted or that could have been
9 asserted in the Action, including but not limited to state and/or federal wage and hour claims,
10 failure to pay all wages due, including minimum wages, straight time compensation, overtime
11 compensation, double-time compensation, reporting time compensation, and interest; the
12 calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure
13 to pay proper meal and/or rest period penalties or premium wages; payment for all hours worked,
14 including off-the-clock work; failure to provide accurate itemized wage statements; failure to
15 reimburse business expenses; failure to timely pay all wages during employment; failure to
16 timely pay all wages due at separation of employment; failure to provide one day's rest in a
17 seven-day workweek; failure to maintain accurate records, including payroll records; unfair
18 business practices; declaratory relief; penalties, including but not limited to recordkeeping
19 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties;
20 interest; and attorneys' fees and costs. The Released Class Claims also expressly include all
21 claims arising under the California Labor Code (including but not limited to Sections 200-204,
22 206, 210, 218.5, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174,
23 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); the Wage
24 Orders of the California Industrial Welfare Commission; the California Private Attorneys
25 General Act of 2004 ("PAGA"); California Business and Professions Code Section 17200,
26 *et seq.*; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8
27 CCR Sections 11010, 11040, and 11070; California Code of Civil Procedure, including but not
28 limited to Section 1021.5; and the FLSA, 29 U.S.C. Section 201, *et seq.* This release excludes

1 the release of claims not permitted by law. The time frame of the Released Class Claims shall be
2 the time period from March 25, 2018 up through and including June 15, 2023 (“Class Period”).

3 FF. Released PAGA Claims: Released PAGA Claims means any and all causes of
4 action for civil penalties pursuant to the California Labor Code Private Attorneys General Act of
5 2004 (California Labor Code § 2698, *et seq.*) that were alleged or which could have been alleged
6 in the Action based on the facts and allegations pleaded in the operative complaint in the Action
7 and/or the LWDA notice letter, including all claims for civil penalties based upon or arising out
8 of any Defendant’s alleged failure to pay earned wages, failure to pay minimum wage, failure to
9 pay overtime compensation, failure to provide meal breaks, failure to provide rest breaks, failure
10 to pay meal period premium wages, failure to pay rest period premium wages, failure to provide
11 accurate wage statements, failure to timely pay final wages during employment and at
12 separation, failure to maintain accurate payroll records, and claims for civil penalties arising
13 under or based upon alleged violations of California Labor Code Sections 200, 201, 202, 203,
14 204, 204.1, 208, 210, 218.5, 218.6, 221, 222, 223, 226, 226.3, 226.7, 256, 510, 512, 558, 1174,
15 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699 *et seq.*, Cal. Admin. Code, Title 8, §
16 11090, and/or those arising under applicable Industrial Welfare Commission Wage Orders. The
17 time frame of the Released PAGA Claims shall be the time period from March 25, 2021 up
18 through and including June 15, 2023 (the “PAGA Period”).

19 GG. Released Parties: Defendants Wright Business Graphics CA, Wright Business
20 Graphics LLC, and Ennis Inc., and each of them, and each and all of their past, present and
21 future agents, employees, servants, officers, directors, partners, trustees, representatives,
22 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
23 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors,
24 insurers, investment bankers, accountants, auditors, trustees, equity sponsors, consultants, joint
25 venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and each and all of
26 their respective past, present and future employees, directors, officers, agents, attorneys,
27 stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them, and each and all of
28 their predecessors, successors, heirs, and assigns, and any individual or entity which could be

1 jointly liable with Defendants, or any of them.

2 HH. Response Deadline: Thirty (30) calendar days from the mailing of the Notice.

3 II. Settlement Administrator: The third-party administrator agreed upon by Parties to
4 administer this Settlement is ILYM, Inc. (“ILYM”).

5 **II. RECITALS**

6 A. On March 23, 2022, Plaintiff provided initial written notice to the LWDA and
7 Defendants of the specific provisions of the Labor Code he contends Defendants violated and the
8 theories supporting his contentions. On March 25, 2022, Plaintiff initiated the Action.

9 B. On April 4, 2023, the Parties participated in a private mediation with Jeff Krivis,
10 Esq., a well-respected mediator with considerable experience mediating wage-and-hour class
11 actions. At the conclusion of mediation, the mediator issued a mediator’s proposal that
12 subsequently resulted in the Settlement described herein to resolve this Action in its entirety.
13 The Settlement is the result of an informed and detailed analysis of the risks facing all Parties in
14 litigating this case, including but not limited to, careful consideration of the legal and factual
15 obstacles to Plaintiff’s prospects of obtaining class certification and on the merits, and
16 Defendants’ defenses, as well as Defendants’ potential exposure and the additional costs of
17 litigating the Action.

18 C. This Agreement is intended to and does effectuate the full, final, and complete
19 resolution of the Action. The Parties believe that continued litigation would be protracted,
20 expensive, and uncertain, and that this Settlement is in the best interests of the Class, PAGA
21 Members, and Defendants. In light of these realities, the Parties believe that this Settlement is
22 the best way to resolve the disputes between them.

23 **III. JURISDICTION, ENFORCEMENT, AND INTERPRETATION**

24 The Court has jurisdiction over the Parties and the subject matter of the Action. The
25 Action includes claims that, while Defendants deny them in their entirety, would, if proven,
26 authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement
27 is approved, the Court will retain jurisdiction with respect to the interpretation, implementation,
28 and enforcement of the terms of this Agreement and all orders and judgments entered in

1 connection therewith, pursuant to California Rules of Court 3.769 et seq. and California Code of
2 Civil Procedure Section 664.6, and the Parties hereto submit to the jurisdiction of the Court for
3 purposes of interpreting, implementing, and enforcing the Settlement embodied in this
4 Agreement and all orders and judgments entered in connection therewith. The Parties and their
5 counsel agree that a court, upon motion, may enter judgment pursuant to the Agreement and
6 California Code of Civil Procedure Section 664.6 and the Agreement is admissible in evidence
7 for purposes of enforcement pursuant to California Evidence Code Section 1123. The Agreement
8 will be interpreted and enforced under the laws of the State of California without regard to its
9 conflict of law provisions. Any dispute arising out of or relating to the Agreement, or the subject
10 matter hereof, will be resolved solely and exclusively in the Superior Court, County of San
11 Bernardino, and the Parties hereby consent to the jurisdiction of the Court over them solely in
12 connection therewith.

13 **IV. NO ADMISSION WITH RESPECT TO LIABILITY**

14 The Parties agree that this Agreement reflects their good faith compromise of the Action,
15 based upon their assessment of the mutual risks and costs of further litigation and the
16 assessments of their respective counsel. This Agreement does not constitute, is not intended to
17 constitute, and will not be deemed to constitute, an admission of liability or lack of liability by
18 the Parties as to the merits, validity, or accuracy of any of the allegations or claims made against
19 any Defendant in the Action or the appropriateness of class certification or group-wide
20 resolution. Defendants, and each of them, deny each of Plaintiff's allegations in their entirety
21 and allege that Plaintiff and all other Class and PAGA Members were provided compensation
22 and treated in all respects in accordance with California law regarding the claims and facts
23 alleged in the Action.

24 Nothing in this Agreement, nor any action taken or made in implementation thereof,
25 including, without limitation, any statements, discussions, communications, or any materials
26 prepared, exchanged, issued, or used during the course of the negotiations leading up to the
27 Agreement, is intended by the Parties to or will constitute, be introduced, or be submitted in any
28 way in the Action or any other judicial, arbitral, administrative, investigative or other forum or

proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered in connection therewith.

The Parties agree that Plaintiff's forthcoming motion for preliminary approval of the Settlement, which will, among other things, seek certification of the Class, is for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will have no force or effect. The Parties agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the standard applied to contested certification motions and that this Agreement will not be submitted in this or any other proceeding as evidence that (i) the Class should be certified, or (ii) Defendants, or any of them, are liable to Plaintiff or the Class or PAGA Members. Further, neither this Agreement nor the Court's actions regarding this Agreement will be submitted in any court or other tribunal regarding the propriety of class certification or collective or group treatment for purposes other than the settlement of the Action. If this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Defendants will not be deemed to have waived, limited, or affected in any way, any of its objections or defenses in the Action, including, but not limited to, its defenses in opposition to class certification.

V. SETTLEMENT TERMS AND CONDITIONS

A. Gross Settlement Amount. The Gross Settlement Amount has been agreed to by the Parties. It is expressly understood that if the Court awards less than the total amounts requested to be awarded for the Attorney Fee Award, Cost Award, Administration Costs, Class Representative Enhancement Payment, and/or PAGA Payment, or as otherwise provided herein, the difference in any such amounts will be added to the Net Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants for any reason. The Gross Settlement Amount excludes any pro-rata overages that may be required as set forth in Section V(M)(22).

B. Notice to the LWDA. March 23, 2022, Plaintiff provided initial written notice to

1 the LWDA and Defendants of the specific provisions of the Labor Code he contends Defendants
2 violated and the theories supporting his contentions. Thus, Plaintiff has satisfied his notice
3 obligations under PAGA.

4 C. Class Certification. Solely for the purposes of this Settlement, the Parties stipulate
5 and agree to certification of the Class. The Parties stipulate and agree to the certification of the
6 claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If
7 the Settlement does not become final, for whatever reason, the fact that the Parties were willing
8 to stipulate provisionally to certification as part of the Settlement shall not be admissible or used
9 in any way in connection with the question of whether the Court should certify any claims in a
10 non-settlement context in this Action or in any other lawsuit. Defendants reserve the right to
11 oppose class certification and/or to proactively move to deny class certification should this
12 Settlement be materially modified, reversed on appeal, or otherwise not become final.

13 D. Appointment of the Class Representative. Solely for the purposes of this
14 Settlement, the Parties stipulate and agree that Plaintiff shall be appointed as the representative
15 for the Class.

16 E. Appointment of Class Counsel. Solely for the purposes of this Settlement, the
17 Parties stipulate and agree that Class Counsel shall be appointed to represent the Class.

18 F. Settlement Disbursement. Subject to the terms and conditions of this Agreement,
19 the Settlement Administrator will make the following payments out of the Gross Settlement
20 Amount:

21 1. Class Representative Enhancement Payment To Plaintiff. Plaintiff will
22 apply to the Court for a Class Representative Enhancement Payment to Plaintiff up to Seven
23 Thousand Five Hundred Dollars And Zero Cents (\$7,500.00), to be paid out of the Gross
24 Settlement Amount. Defendants will not oppose such an application, so long as it is consistent
25 with the provisions of this Agreement. Any amounts awarded for the Class Representative
26 Enhancement Payment to Plaintiff that are less than the amount listed above will result in the
27 non-awarded funds being part of the Net Settlement Amount available for distribution to the
28 Participating Class Members. Plaintiff shall be solely and legally responsible to pay any and all

1 applicable taxes on the Class Representative Enhancement Payment and shall hold harmless the
2 Released Parties, and each of them, from any claim or liability for taxes, penalties or interest
3 arising as a result of the payment. Plaintiff is solely responsible for providing a completed IRS
4 W-9 form to the Settlement Administrator prior to distribution if requested by the Settlement
5 Administrator. The Settlement Administrator will issue to Plaintiff an IRS Form 1099 reflecting
6 his Class Representative Enhancement Payment. Plaintiff agrees that, upon signing this
7 Settlement Agreement, he will not submit a Request for Exclusion to the Settlement
8 Administrator, or any other request to be excluded from the Settlement, and that any such request
9 for exclusion by such Plaintiff will be void and of no force or effect.

10 2. To Class Counsel. Class Counsel shall be entitled to apply to the Court
11 for, and Defendants agree not to oppose any such application for, the Attorney Fee Award and
12 Cost Award. The Settlement Administrator will pay the Court-approved amounts for the
13 Attorney Fee Award and Cost Award out of the Gross Settlement Amount. The Settlement
14 Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded Attorney
15 Fee Award and Cost Award. In the event Plaintiff and/or Class Counsel do not request, or the
16 Court does not approve, the entirety of the application for the Attorney Fee Award and/or Cost
17 Award, the Settlement Administrator shall pay whatever amount(s) the Court awards, and neither
18 Defendants nor the Settlement Administrator shall be responsible for paying the difference
19 between the amounts requested and the amount(s) awarded. If the amount(s) requested and/or
20 awarded is less than the amounts requested by Class Counsel for the Attorney Fee Award and/or
21 Cost Award, the difference shall become part of the Net Settlement Amount and be available for
22 distribution to Participating Class Members. Class Counsel will not be permitted to petition the
23 Court for, or accept, any additional payments from Defendants for attorneys' fees, costs, or
24 expenses in connection with the Action. Plaintiff, Class Counsel, and Class Members shall
25 assume full responsibility and liability for the payment of taxes due on such awards.
26 Defendants' payment of the Attorney Fee Award and Cost Award awarded to Class Counsel
27 shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or
28 law firm for attorneys' fees, costs, or expenses in the Action incurred by any attorney on behalf

of the Plaintiff and/or the Class Members, and shall relieve Defendants, the Settlement Administrator, and Counsel for Defendants of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs, and expenses to which any of them may claim to be entitled on behalf of Plaintiff and/or the Class Members.

3. To the Settlement Administrator. The Settlement Administrator will pay to itself the Administration Costs, as approved by the Court, out of the Gross Settlement Amount and from the Qualified Settlement Fund. If the Settlement Administrator's actual costs are lower than, or the Court awards less than, the total amount allocated for Administration Costs, the difference in any such amounts will be a part of the Net Settlement Amount.

4. Participating Class Members Individual Class Payment. The Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member in accordance with the following procedure.

a. Individual Class Payment Calculation. Individual Class Payments will be calculated/determined as follows: Defendants will provide the Settlement Administrator with the number of work weeks credited to each Participating Class Member during the Class Period. The Settlement Administrator will then calculate the total number of work weeks worked by all Participating Class Members during the Class Period ("Total Workweeks"). To determine the Individual Class Payment for each Participating Class Member, the Settlement Administrator will (1) divide each Participating Class Member's respective Workweeks by the Total Workweeks, and (2) multiply the resulting figure by the Net Settlement Amount. The Individual Class Payment will be reduced by any required legal deductions or withholdings for each Participating Class Member, provided that such legal deductions or withholdings will not include the employer's share of any payroll taxes. Any residual amounts of the Gross Settlement Amount that are not distributed in full as contemplated by this Agreement shall be distributed pro rata to Participating Class Members. All Class Members will be entitled to payment for at least one workweek.

b. Tax Treatment for Individual Class Payment. Each Participating Class Member's Individual Class Payment will be apportioned as follows: twenty percent (20%) as wages ("wage portion") and eighty percent (80%) as statutory penalties and interest. The wage

1 portion of each Individual Class Payment shall be subject to W-2 reporting and, therefore,
2 normal employee's share of payroll taxes and withholdings will be deducted by the Settlement
3 Administrator pursuant to applicable state and federal law. Defendants shall be responsible for
4 paying employer-side taxes separately from the Gross Settlement Amount. Participating Class
5 Members will be issued an IRS Form 1099, if required by law, for the portion of their Individual
6 Class Payment that is treated as interest and penalties and any other non-taxable items and will
7 assume full responsibility and liability for the payment of taxes due on such awards, if any. The
8 Parties make no representations about the tax consequences to the portion of the Individual Class
9 Payment representing interest and penalties.

10 5. PAGA Members Individual PAGA Payment. The Settlement
11 Administrator will pay an Individual PAGA Payment from the portion of the PAGA Payment
12 allocated to the PAGA Members in accordance with the following procedure.

13 a. Individual PAGA Payment Calculation. Individual PAGA
14 Payments to each PAGA Member will be calculated as follows:

15 (1) The \$6,250.00 allocated to the PAGA Members from the
16 Gross Settlement Amount will be divided by the aggregate number of pay periods worked by all
17 PAGA Members during the PAGA Period, based on the Class Data provided by Defendants,
18 resulting in the Pay Period Value. Each Individual PAGA Payment will then be calculated by
19 multiplying the total number of pay periods the PAGA Member was employed by Defendants as
20 a non-exempt employee in California during the PAGA Period by the Pay Period Value. All
21 PAGA Members will be entitled to payment for at least one pay period.

22 b. Tax Treatment for Individual PAGA Payment. Each Individual
23 PAGA Payment will be apportioned as one hundred percent (100%) civil penalties and
24 Individual PAGA Members will be issued an IRS Form 1099, if required by law, for their
25 respective Individual PAGA Payment, and each Individual PAGA Member will assume full
26 responsibility and liability for the payment of taxes due on such awards, if any. The Parties
27 make no representations about the tax consequences of the Individual PAGA Payment.

28 6. PAGA Payment To LWDA. Seventy-five percent (75%) of the PAGA

1 Payment, or \$18,750.00, shall be paid to the LWDA. It is expressly understood that if the Court
2 awards less than the total amounts requested to be awarded for the PAGA Payment, the
3 difference in any such amount will be a part of the Net Settlement Amount. If the Court finds
4 the Parties' allocation of proceeds from the Gross Settlement Amount to PAGA to be
5 insufficient, the Parties expressly reserve the right to amend this Agreement to increase the
6 allocated amount to a level that satisfies the Court's discretion, without increasing the Gross
7 Settlement Amount.

8 G. Appointment of Settlement Administrator. The Settlement Administrator shall be
9 responsible for: (a) preparing, translating into Spanish, printing, and mailing the Notice to the
10 Class Members; (b) keeping track of any objections and/or Requests for Exclusion to the
11 Settlement from Class Members; (c) performing skip traces and re-mailing Notices, Individual
12 Class Payments, and Individual PAGA Payments to Class Members and PAGA Members, as
13 applicable; (d) calculating any and all payroll tax deductions as required by law; (e) calculating
14 each Participating Class Member's Individual Class Payment and each Individual PAGA
15 Member's Individual PAGA Payment in accordance with this Agreement; (f) mailing Individual
16 Class Payments to Participating Class Members and Individual PAGA Payments to PAGA
17 Members; (g) resolving any disputes regarding the Workweeks credited to each Class Member or
18 number of pay periods credited to each PAGA Member; (h) remitting the LWDA's portion of the
19 PAGA Payment to the LWDA; (i) distributing the Attorney Fee Award and the Cost Award to
20 Class Counsel; (j) printing and providing Participating Class Members, PAGA Members, and
21 Plaintiff with IRS Forms W-2 and 1099 as required under this Agreement and applicable law; (k)
22 providing a due diligence declaration for submission to the Court upon completion of the
23 Settlement and prior to the Final Approval Hearing, providing, among other things, the number
24 of Notices it mailed to Class Members, the number of Notices it re-mailed, the number of
25 Notices that were ultimately undeliverable, the number of opt-outs and objections that it
26 received, the number of defective opt-outs and objections it received, the total of its charges for
27 services rendered, the total number of Participating Class Members and PAGA Members and the
28 total number of Workweeks worked by Participating Class Members and pay periods worked by

1 PAGA Members, as well as the value per workweek for Participating Class Members and Pay
2 Period Value for PAGA Members, and the anticipated future charges contemplated in order to
3 bring the administration of the Settlement and distribution of payments to completion; (l)
4 distributing any funds remaining in the Qualified Settlement Fund at the close of the 180-day
5 period as a result of uncashed checks to the California State Controller's Office in accordance
6 with California's Unclaimed Property Law; and (m) performing other tasks as the Parties
7 mutually agree; and (n) providing weekly status reports to Counsel for Defendants and Class
8 Counsel, which are to include updates on any objections or opt-outs that have been received. The
9 Settlement Administrator shall regularly report to the Parties, in written form, the substance of
10 the work performed. The Parties represent they do not have any financial interest in the
11 Settlement Administrator or have a relationship with the Settlement Administrator that could
12 create a conflict of interest. Any disputes relating to the Settlement Administrator's ability and
13 need to perform its duties shall be referred to the Court.

14 H. Procedure for Approving Settlement.

15 1. Court Approval.

16 a. Plaintiff will move for an order conditionally certifying the Class
17 for purposes of the Settlement only, giving Preliminary Approval of the Settlement, setting a date
18 for the Final Approval Hearing, and approving the Notice.

19 b. Following the Preliminary Approval Order, if Defendants do not
20 exercise their right to cancel the Settlement solely as provided for herein, a motion for final
21 approval of the Settlement will be filed by Class Counsel, which will include a request for the
22 Attorney Fees Award, Costs Award, and Class Representative Enhancement Payment to Plaintiff
23 as provided for herein, which Defendants will not oppose. The Parties agree to take all steps as
24 may be reasonably necessary to secure final approval of the Settlement as quickly as possible, to
25 the extent not inconsistent with the terms of this Agreement and will not take any action adverse
26 to each other in obtaining Court approval, and, if necessary, appellate approval, of the
27 Agreement in all respects.

28 c. If the Court does not grant preliminary approval and/or final

1 approval of the Settlement, or if the Court's Final Approval Order and Final Judgement are
2 reversed or materially modified on appeal, then this Settlement will become null and void.

3 d. In the event the Court declines to enter the Final Approval Order
4 and Final Judgment, this Agreement shall be null and void and any order or judgment entered by
5 the Court in furtherance of this Agreement shall be treated as void. In such a case, the Parties
6 and any funds to be awarded under this Settlement shall be returned to their respective statuses as
7 of the date and time immediately prior to the execution of this Agreement, and the Parties shall
8 proceed in all respects as if this Agreement had not been executed, except that any fees and
9 expenses already reasonably incurred by the Settlement Administrator shall be paid by
10 Defendants.

11 e. The Parties agree that, in the event the Settlement is not approved
12 by the Court, or if the Settlement is terminated by either Party under the provisions of this
13 Agreement, the Parties will request that the Court reopen proceedings within twenty one (21)
14 calendar days.

15 2. Notice to Class Members. The Parties submit the Notice to the Court for
16 approval. The Notice will include, nonexclusively, information regarding the nature of the
17 Action; a summary of the substance of the Settlement; the definition of the Class; the formula
18 used to determine the Individual Class Payments and Individual PAGA Payment; the number of
19 Workweeks and/or pay periods credited to each Class Member and his or her estimated
20 Individual Class Payment and Individual PAGA Payment, if any; the procedures and deadlines
21 for objecting to the Settlement, seeking exclusion from the Settlement, and/or disputing the
22 number of Workweeks or pay periods credited to him or her; and the date for the Final Approval
23 Hearing. After the Court enters its Preliminary Approval Order and approves the Notice, every
24 Class Member and PAGA Member will be provided with the Notice in accordance with the
25 following procedure:

26 a. Within twenty-one (21) calendar days of the Court's Preliminary
27 Approval Order, Defendants will provide to the Settlement Administrator a list in Microsoft
28 Excel format containing each Class Member's: (1) full name; (2) last known mailing address; (3)

1 Social Security number; and (4) dates worked for Defendants in California during the Class
2 Period as a non-exempt employee (“Class Data”). In no event will the Class Data ever be shared
3 with or provided to Class Counsel. The Settlement Administrator shall maintain the Class Data
4 and all information contained within the Class Data as private and confidential and shall not use
5 the Class Data or any information contained therein for any purpose other than to administer the
6 Settlement.

7 b. At least 5 days prior to mailing the Notice, the Administrator shall
8 provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary
9 calculation of all payments to be paid from the Gross Settlement Amount, including the
10 estimated Individual Class Payments to each Class Member and Individual PAGA Payments to
11 each PAGA Member (each person’s name and contact information shall be redacted and a
12 control number used in place of the name or other identifying information). Subject to the
13 potential triggering of the Escalator Clause, the Administrator shall notify the Parties of any
14 change to the Gross Settlement Amount and advise of the increase in related payments as
15 contemplated herein, subject to Court approval.

16 c. Within ten (10) calendar days of the Settlement Administrator’s
17 receipt of the Class Data, the Settlement Administrator shall run all addresses contained in the
18 Class Data through the United States Postal Service’s National Change of Address (“NCOA”)
19 Database to obtain current address information and shall mail the Notice to the Class Members
20 via first-class regular U.S. Mail using the most current mailing address information available.
21 The Administrator will take steps to ensure that the Notice is received by all Class Members,
22 including utilization of the National Change of Address Database maintained by the United
23 States Postal Service to review the accuracy of and, if possible, update a mailing address. If a
24 Notice is returned as undeliverable, the Notice will be re-mailed to any Class Member for whom
25 an updated address is located within ten (10) calendar days following both the Administrator
26 learning of the failed mailing and its receipt of the updated address. The Notice shall be identical
27 to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out)
28 request or objection must be returned by the later of the Response Deadline or fifteen (15) days

1 after the remailing of the Notice..

2 d. Class Members will have the opportunity, should they disagree
3 with the number of eligible Workweeks and/or pay periods with which they have been credited,
4 as provided in their Notices, to dispute such information. All such disputes must be in writing,
5 postmarked by the Response Deadline, and sent via first-class regular U.S. mail to the Settlement
6 Administrator, explaining the basis for the dispute and including any supporting documentation
7 showing that the Workweeks credited to him or her is inaccurate. Defendant's records will be
8 presumed determinative, absent credible evidence to rebut the accuracy of the Workweeks
9 credited to a Class Member based thereon. The Settlement Administrator will evaluate the
10 evidence submitted by the Class Member and make a recommendation to the Parties as to which
11 figures should be applied. If the Parties disagree with the Settlement Administrator's
12 recommendation, the dispute will be presented to the Court for determination. The Court will
13 make the final decision on disputes.

14 e. No later than fourteen (14) calendar days after the Response
15 Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence
16 setting forth its compliance with its obligations under this Agreement. The declaration shall also
17 include the estimated high, low, and average amounts for Individual Class Payments and
18 Individual PAGA Payments, the total number of Participating Class Members and PAGA
19 Members, the total number of workweeks worked by Participating Class Members and pay
20 periods worked by PAGA Members, as well as the value per workweek for Participating Class
21 Members and Pay Period Value for PAGA Members. The declaration from the Settlement
22 Administrator shall be filed with the Court by Class Counsel in conjunction with Plaintiff's
23 Motion for Final Approval. If any material changes occur before the Final Fairness and Approval
24 Hearing but after the Settlement Administrator's declaration of due diligence has been filed, the
25 Settlement Administrator will supplement its declaration and provide to the Parties, for Class
26 Counsel to file with the Court.

27 3. Objections to Settlement. The Notice will provide that Class Members
28 who wish to object to the Settlement may do so by mailing a written objection to the Settlement

1 Administrator, postmarked no later than the Response Deadline. The date of the postmark will
2 be the exclusive means for determining whether an objection has been timely submitted. All
3 objections must be in writing, which includes: (1) the objector's full name, address, last four
4 digits of his or her Social Security number, and signature; (2) the case name and number; (3) the
5 factual and legal basis, with supporting documents, if any, on which the objection is based; and
6 (4) whether the objector is represented by an attorney and providing the contact information of
7 any such attorney. The Parties agree that the Settlement Administrator shall not disclose the last
8 four digits of any Class Member's Social Security number to anyone but the Parties, that such
9 information will be securely held, and that the disclosure of those last four digits to the Parties
10 shall not be used for any purpose except to ascertain the identity of the objector for
11 administration of this Settlement. Any person who fails to timely submit their written objections
12 in the manner specified above may still appear and object at the Final Approval Hearing. If a
13 Participating Class Member objects to this Settlement, the Participating Class Member will
14 remain a member of the Class, and if the Court grants final approval of the Settlement, he or she
15 will be bound by the terms of the Settlement and any Final Approval Order and Final Judgment.
16 Within three (3) business days of receipt of an objection, the Settlement Administrator shall
17 provide counsel for the Parties with a copy of the objection. No later than thirty (30) calendar
18 days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for
19 the Parties with a complete list of Participating Class Members who have submitted an objection.
20 The Settlement Administrator's declaration shall include copies of the objections that it has
21 received. Submitting an objection does not preserve the right to appeal a final judgment. Rather,
22 the right to appeal is preserved by becoming a party of record by timely and properly intervening
23 or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

24 4. Request for Exclusion from the Settlement ("Opt-Out"). Any Class
25 Member, other than Plaintiff, may request to be excluded from the Class by submitting a
26 "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice
27 Response Deadline. The Request for Exclusion should state:

28 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE

1 WRIGHT BUSINESS GRAPHICS LAWSUIT. I UNDERSTAND THAT IF I
2 ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
3 RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

4 To be valid, any Request for Exclusion must include the full name, address, telephone number,
5 last four digits of the social security number or date of birth, and signature of the Class Member
6 requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
7 Administrator at the specified address. Any such Request must be made in accordance with the
8 terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the
9 Response Deadline, unless the Parties otherwise agree in writing. Any Class Member who
10 timely requests exclusion in compliance with these requirements: (i) will not have any rights
11 under this Agreement, including the right to object, appeal or comment on the Settlement; (ii)
12 will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by
13 this Agreement, or the Judgment. Any PAGA Member who requests timely exclusion will still
14 be subject to the PAGA Released Claims and receive a share of PAGA Payment, and such
15 requests for exclusion shall be deemed void and defective as to the PAGA Released Claims.

16 If a Class Member submits both a Request for Exclusion and written objection to the
17 Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first
18 attempt to contact the Class Member(s) to determine if they intended to submit only the
19 Exclusion Form or written objection. If the Settlement Administrator is unable to contact the
20 Class Member(s) within ten (10) calendar days of receiving both the exclusion and written
21 objection or if the Class Member(s) fails to respond to the Settlement Administrator within ten
22 (10) calendar days of being contacted, then only the Request for Exclusion will be deemed valid.
23 The Class Member(s)’ written objection will be invalid, and the Class Member will no longer be
24 considered a Participating Class Member, will not receive his or her Individual Class Payment,
25 and will not be bound by the Released Class Claims.

26 a. PAGA Members May Not Opt Out of PAGA Settlement.

27 Notwithstanding the foregoing, the Parties agree that there is no statutory or other right for any
28 PAGA Member to opt out or otherwise exclude himself or herself from the PAGA portion of the

1 Settlement, which releases the claims enumerated in Section I(FF) above (the “Released PAGA
2 Claims”). An Individual PAGA Member who submits a timely and valid Request for Exclusion
3 as to the Class shall still be entitled to his or her Individual PAGA Payment and shall release the
4 Released PAGA Claims.

5 5. No Solicitation of Objection or Requests for Exclusion. The Parties agree
6 to use their best efforts to carry out the terms of this Agreement. At no time shall any of the
7 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit opt-outs,
8 objections to the Settlement, or appeal from or seek review of the Court’s Preliminary Approval
9 Order, Final Approval Order, or Final Judgment, provided, however, that Class Counsel may
10 respond to any questions received from Class Members regarding the Settlement and the
11 Settlement Agreement.

12 6. Defendants’ Right To Rescind. If either (i) 10% or more of the Class
13 Members, or, (ii) a number of Class Members whose Individual Class Payments in the aggregate
14 are 15% or more of the Gross Settlement Amount, either opt out of and/or object to the
15 Settlement, Defendants may, at their sole election, rescind the Settlement and all actions taken in
16 its furtherance of it will be thereby null and void. If Defendants exercise this right of recession,
17 they must do so in writing within 10 days of being notified by the Settlement Administrator of
18 this section of the Agreement having been triggered, that is sent to Class Counsel by email to
19 brian@lmlfirm.com and misty@lmlfirm.com and overnight mail, addressed to: Brian Mankin
20 and Misty Lauby of Lauby, Mankin & Lauby LLP at 4590 Allstate Drive, Riverside, CA 92501.
21 If the option to rescind is exercised, then Defendants shall be solely responsible for all
22 Settlement Administration Costs accrued to that point. If such provision is exercised, the Action
23 will return to its pre-settlement litigation posture.

24 7. Motion for Final Approval.

25 a. Following the Preliminary Approval Order, if Defendants do not
26 exercise their right to cancel the Settlement solely as provided for herein, a motion for final
27 approval of the Settlement will be filed by Class Counsel, which will include a request for the (1)
28 Attorney Fee Award; (2) Cost Award; (3) Administration Costs; (4) Class Representative

Enhancement Payment; and (5) PAGA Payment, which Defendants will not oppose. The Parties agree to take all steps as may be reasonably necessary to secure final approval of the Settlement as quickly as possible, to the extent not inconsistent with the terms of this Agreement and will not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate approval, of the Agreement in all respects. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment), releasing and barring the Released Class Claims of the Participating Class Members and the Released PAGA Claims of the PAGA Members.

8. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Gross Settlement Amount has been agreed to by the Parties, based on analysis and assessment of the value of the claims in the Action. The Settlement Administrator shall respond to questions from Counsel for Defendants and Class Counsel. No person shall have any claim against Defendants, Counsel for Defendants, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

a. Funding the Settlement: Prior to the Effective Date, Defendants will not be required to fund the Settlement, in whole or in part, through the Settlement Administrator or any third party. Within thirty (30) calendar days of the Effective Date, Defendants will, jointly and severally, be required to submit funds to the Settlement Administrator to fund (i) Two Hundred Sixty Eight Seven Hundred Thirty Thousand Dollars and Zero Cents (\$268,730.00), which is the Gross Settlement Amount less the Prior Settlement Payment Credit; and (ii) sufficient funds to cover any additional employer-side payroll taxes as required under this Agreement and as quantified by the Settlement Administrator.

b. Disbursement: Within ten (10) calendar days after funding, the Settlement Administrator shall make the following payments as approved by the Court: (1) Individual Class Payments, (2) the Attorney Fee Award, (3) the Cost Award, (4) the Class Representative Enhancement Payment, (5) the PAGA Payment, including the payment to the

1 LWDA and all Individual PAGA Payments, and (6) the Administration Costs.

2 c. Qualified Settlement Fund: The Parties and Settlement
3 Administrator shall treat the Qualified Settlement Fund as coming into existence on the earliest
4 date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached
5 to the appropriate returns as required by law.

6 9. Uncashed Checks. Participating Class Members and PAGA Members
7 must cash or deposit their Individual Class Payment and Individual PAGA Payment checks, as
8 applicable, within one hundred eighty (180) calendar days after the checks are mailed to them.
9 The void date of each Individual Class Payment and Individual PAGA Payment check shall be
10 stated on each check. If any checks are not redeemed or deposited within ninety (90) calendar
11 days after mailing, the Settlement Administrator will send a reminder postcard indicating that
12 unless the check is redeemed or deposited within the original 180 day check cashing period, it
13 will expire and become non-negotiable, and offering to replace the check if it was lost or
14 misplaced. If any checks remain uncashed or not deposited by the expiration of the 180 day
15 check cashing period, the Settlement Administrator will, within two hundred (200) calendar days
16 after the checks are initially mailed, cancel the check(s), and pay the amount of the Individual
17 Class Payment(s) and/or Individual PAGA Payment(s) to the California State Controller's Office
18 in accordance with California Unclaimed Property Law, California Civil Code section 1500, *et*
19 *seq.*, so that the Participating Class Member(s) and/or Individual PAGA Members will have their
20 Individual Class Payment(s) and/or Individual PAGA Payment(s) available to them per the
21 applicable claim procedure to request that money from the State of California.

22 10. Final Report by Settlement Administrator. Within thirty (30) calendar days
23 after the initial disbursement of all funds, the Settlement Administrator will serve on the Parties a
24 declaration providing a final report on the disbursements of all funds. If the Court orders a
25 further declaration after the uncashed check funds are submitted to the California State
26 Controller's Office, the Administrator will provide that declaration as well.

27 I. Release of Claims by Participating Class Members. Participating Class Members,
28 and their successors, assigns, and/or agents, and each and all of them, upon the Effective Date

1 occurring and Defendants funding obligations as required herein, and by operation of the Final
2 Approval Order, shall fully and finally release and discharge the Released Parties, and each and
3 all of them (as defined in Section I(GG)), from the Released Class Claims, as defined in Section
4 I(EE) of this Agreement.

5 Additionally, upon the Effective Date, any Participating Class Member who timely
6 cashes (or otherwise negotiates) his or her Individual Class Payment check will be deemed to
7 have opted into the Action for purposes of the FLSA and, as to those Participating Class
8 Members, the Released Class Claims include any and all claims the Participating Class Members
9 may have under the FLSA arising under or related to the alleged claims during the Class Period.
10 Only those Participating Class Members who timely cash their Individual Class Payment check
11 will be deemed to have opted into the Action for purposes of the FLSA and thereby release and
12 waive any of their claims under the FLSA arising under or relating to the Released Class Claims.
13 The following language will be printed on the reverse of each Individual Class Payment check,
14 or words to this effect: "By endorsing or otherwise negotiating this check, I consent to join in
15 the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the
16 settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by
17 the Settlement."

18 J. Release of PAGA Claims. As of and subject to the occurrence of the Effective
19 Date, and in consideration for the Gross Settlement Amount, Plaintiff, the LWDA, and any
20 Individual PAGA Member, and each and all of them, fully release and forever discharge the
21 Released Parties, and each of them (as defined in Section I(GG)), from the Released PAGA
22 Claims (as defined in Section I(FF)).

23 K. Plaintiff Released Claims. As of the Effective Date occurring, Plaintiff, and his
24 successors, assigns, and/or agents, and each and all of them, shall fully and finally release and
25 discharge the Released Parties, and each and all of them (as defined in Section I(GG)), from the
26 Plaintiff Released Claims. The Plaintiff Released Claims are defined and include the following:

27 Any and all claims, known and unknown, under federal, state and/or local law, statute,
28 ordinance, regulation, common law, or other source of law, including but not limited to

1 claims arising from or related to his employment with any Defendant and his
2 compensation while an employee of any Defendant, including but not limited to all
3 claims arising from or related to the Action, state and/or federal wage and hour claims,
4 failure to pay all wages due, including minimum wages, straight time compensation,
5 overtime compensation, double-time compensation, reporting time compensation, and
6 interest; the calculation of the regular rate of pay; failure to provide meal periods and/or
7 rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours
8 worked, including off-the-clock work; failure to provide accurate itemized wage
9 statements; failure to reimburse business expenses; failure to timely pay all wages during
10 employment; failure to timely pay all wages due at separation of employment; failure to
11 provide one day's rest in a seven-day workweek; failure to maintain accurate records,
12 including payroll records; unfair business practices; declaratory relief; penalties,
13 including but not limited to recordkeeping penalties, wage statement penalties, minimum-
14 wage penalties, and waiting-time penalties; interest; and attorneys' fees and costs.

15 Plaintiff Released Claims also expressly include all claims arising under the California
16 Labor Code (including but not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202,
17 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5,
18 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558,
19 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, 2698 *et*
20 *seq.*, and 2699 *et seq.*); the Wage Orders of the California Industrial Welfare
21 Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California
22 Business and Professions Code Section 17200, *et seq.*; the California Civil Code,
23 including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11010,
24 11040, and 11070; the California Fair Employment & Housing Act; California Code of
25 Civil Procedure, including but not limited to Section 1021.5; the California common law
26 of contract; the FLSA, 29 U.S.C. Section 201, *et seq.*; federal common law; and the
27 Employee Retirement Income Security Act, 29 U.S.C. Section 1001, *et seq.* Plaintiff
28 Released Claims also include all claims for lost wages and benefits. This release excludes

1 the release of claims not permitted by law.

2 Plaintiff Released Claims include all claims, whether known or unknown. Even if Plaintiff
3 discovers facts in addition to or different from those that he now knows or believes to be true
4 with respect to the subject matter of Plaintiff Released Claims, those claims will remain released
5 and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights and
6 benefits of California Civil Code Section 1542, which reads:

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

10 By signing this Agreement, Plaintiff acknowledges: he has carefully read and understood this
11 Agreement; he has been given at least twenty-one (21) days to consider this Agreement; he has
12 been and hereby is advised to consult with an attorney before signing this Agreement and has
13 consulted with his attorneys; he understands this Agreement is legally binding and by signing it
14 he is giving up certain rights; he has voluntarily chosen to enter into this Agreement and has not
15 been forced or pressured in any way to sign it; he knowingly and voluntarily releases the
16 Released Parties from any and all claims he may have, known or unknown, in exchange for the
17 payments obtained by signing this Agreement; he understands the Plaintiff Released Claims in
18 this Agreement includes a waiver and release of all claims he may have under the Age
19 Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit Protection Act
20 (“OWBPA”); and he understands this Agreement and Plaintiff Released Claims do not waive any
21 rights or claims that may arise under either the ADEA or the OWBPA after this Agreement is
22 signed and becomes effective, which is the eighth day after he signs it. Plaintiff knowingly and
23 voluntarily waives the remainder of the 21-day consideration period, if any, following the date he
24 signs this Agreement. Plaintiff has not been asked by the Released Parties to shorten the time
25 period to consider whether to sign this Agreement. The Released Parties have not threatened to
26 withdraw or alter the benefit due to Plaintiff prior to the expiration of the 21-day period, nor have
27 the Released Parties provided different terms to Plaintiff because he has decided to sign this
28 Agreement prior to the expiration of the 21-day consideration period. Plaintiff agrees with

Defendants that changes to this Agreement, whether material or immaterial, will not restart the running of the 21-day consideration period. Plaintiff understands that if he signs this Agreement, he can change his mind and revoke it as his age claims within seven (7) calendar days after signing it by returning it with written revocation notice to Tyler Z. Bernstein, Sheppard, Mullin, Richter & Hampton LLP, 650 Town Center Drive, 10th Floor, Costa Mesa, California 92626; email: tbernstein@sheppardmullin.com. In the event Plaintiff revokes the Agreement as to his age claims, Plaintiff shall not be entitled to seek the Class Representative Enhancement Payment set forth herein.

L. Interest. The Gross Settlement Amount includes any and all interest accruals and no additional interest shall be due under any circumstances.

M. Miscellaneous Terms.

1. No Effect on Regular Rate or Overtime Compensation. Participating Class Members will receive payment under the Settlement, as determined by the Settlement Administrator in accordance with this Agreement. The Parties agree that this payment is not viewed as additional compensation for purposes of calculating a “regular rate” of pay under California or federal law for the period during which it is received, and no additional overtime compensation is required because of such payment; further, any claim to entitlement to any additional overtime compensation is expressly waived under the terms of this Agreement. No person or entity shall have any claim against Defendants, Defendants’ Counsel, Plaintiff, any Class Members, Class Counsel, or the Settlement Administrator based upon distributions and payments made in accordance with this Agreement.

2. No Effect on Employee Benefits. The amounts paid under this Agreement to Plaintiff and Participating Class Members and the Class Representative Enhancement Payment, shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or any Participating Class Members. Such payments do not represent any modification of Plaintiff’s and Participating Class Members’ previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee

1 welfare benefit plan sponsored by Defendants. Further, any Individual Class Payment or Class
2 Representative Enhancement Payment shall not be considered “compensation” in any year for
3 purposes of determining eligibility for, or benefit accrual within, an employee pension benefit
4 plan or employee welfare benefit plan sponsored by Defendants.

5 3. Publicity. The Class Representative and Class Counsel, and each of them,
6 will not make any public disclosures of any kind regarding the Settlement, including, but not
7 limited to, postings on Class Counsel’s website and postings on any social media sites/outlets.
8 Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and
9 will encourage him to adhere to, the restriction against any public disclosures regarding the
10 Settlement. Class Counsel will not include or use the Settlement for any marketing or
11 promotional purposes, or for attempting to influence Defendants’ business relationships, either
12 before or after the Motion for Preliminary Approval is filed. Following Preliminary Approval of
13 the Settlement, the Class Representative and Class Counsel will not initiate any communications
14 with the media or third parties. If contacted by the media or third parties, Class Counsel will only
15 discuss information publicly available. Class Counsel will take all steps necessary to ensure the
16 Class Representative is aware of, and will encourage him to adhere to, the restriction against
17 initiating any media comment. Class Counsel further agrees not to use the Settlement or any of
18 its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel
19 from including publicly available information regarding this Settlement in future judicial
20 submissions regarding Class Counsel’s qualifications and experience. Class Counsel may refer to
21 the Settlement in adequacy of counsel declarations, and following Preliminary Approval, may
22 state on their website that they settled a wage-and-hour class action in the Superior Court for
23 \$310,000.00, and generally describe the claims at issue, provided that they describe Defendants
24 only as a “Defendant Employer.” Further, the Parties understand and agree that Class Counsel
25 may disclose this Settlement if ordered to do so by the Court, e.g., post any Settlement
26 documents/orders on their website and/or provide information to Class Members about this
27 Settlement.

28 4. Integrated Agreement. This Agreement constitutes the exclusive and final

1 understanding and expression of all agreements between the Parties with respect to the resolution
2 of the Action and supersedes all prior agreements and understandings between the Parties
3 relating to the subject matter hereof. Plaintiff, on behalf of himself and on behalf of the Class
4 Members and PAGA Members, and Defendants enter into this Agreement based solely upon its
5 terms and not in reliance upon any representations or promises other than those contained in this
6 Agreement.

7 5. Review of Motions for Preliminary and Final Approval. The preliminary
8 approval order and the final approval order are to be mutually agreed upon by the Parties prior to
9 Plaintiff presenting the orders to the Court. Plaintiff will also provide Defendants with an
10 opportunity to review and comment upon drafts of pleadings to be filed in connection with his
11 Motion for Preliminary Approval and Motion for Final Approval (notice of motion and
12 memorandum of points and authorities) at least four (4) business days prior to filing such
13 motions with the Court.

14 6. Authorization to Enter Into Settlement Agreement. Class Counsel and
15 Counsel for Defendants warrant and represent that they are authorized by the Parties whom they
16 represent to take all appropriate action required or permitted to be taken by such Parties under
17 this Agreement to effectuate its terms, and to execute any other documents required to effectuate
18 the terms of this Agreement. The Parties and their counsel will cooperate fully with each other to
19 accomplish the terms of this Agreement, to use their best efforts to finalize this Agreement, and
20 to use any other efforts that may become necessary by order of the Court, or otherwise, to
21 effectuate this Agreement. In the event the Parties are unable to reach agreement on the form or
22 content of any document needed to implement this Agreement, or on any supplemental
23 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
24 seek the assistance of the Court, and in all cases, all such documents, supplemental provisions,
25 and assistance of the Court will be consistent with this Agreement. The person signing on behalf
26 of each Defendant represents and warrants that he is authorized to sign this Agreement on its
27 behalf.

28 7. Exhibits and Headings. The terms of this Agreement include the terms set

1 forth in the attached exhibits, which are incorporated by this reference as though fully set forth
2 herein. Any exhibits to this Agreement are an integral part of the Settlement and must be
3 approved substantially as written. The descriptive headings of any paragraphs or sections of this
4 Agreement are inserted for convenience of reference only and do not constitute a part of this
5 Agreement.

6 8. Interim Stay of Proceedings. The Parties agree to stay and hold all
7 proceedings in the Action in abeyance, except such proceedings necessary to implement and
8 complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

9 9. Amendment or Modification of Agreement. This Agreement, and any and
10 all parts of it, may be amended, modified, changed, or waived only by an express written
11 instrument: (1) signed by counsel for all Parties or their successors-in-interest; (2) signed by the
12 Parties or their successors-in-interest; and (3) as may be approved by the Court.

13 10. Notice of Settlement to LWDA. Plaintiff hereby represents that at the
14 same time he files his Motion for Preliminary Approval, Plaintiff will provide notice of this
15 Agreement and the proposed Settlement to the LWDA as required by Labor Code Section
16 2699(l)(2).

17 11. Agreement Binding on Successors and Assigns. This Agreement will be
18 binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously
19 defined.

20 12. No Prior Assignment. Plaintiff hereby represents, covenants, and warrants
21 that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign,
22 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
23 cause of action or rights herein released and discharged.

24 13. Applicable Law. All terms and conditions of this Agreement and its
25 exhibits will be governed by and interpreted according to the laws of California, without giving
26 effect to any conflict of law principles or choice of law principles.

27 14. Fair, Adequate, and Reasonable Settlement. The Parties and their
28 respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and

adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, considering all relevant factors, current and potential.

15. No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and Plaintiff will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, if any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes. Plaintiff further represents and warrants that he understands that it is his sole obligation to pay appropriate federal, state, and local income taxes on any amounts he receives under this Agreement that lawfully qualify as taxable income.

16. Jurisdiction of the Superior Court. Pursuant to Code of Civil Procedure § 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

17. Invalidity of Any Provision; Severability. Before declaring any provision, or part thereof, of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions, or portions thereof, valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision, or portion thereof, of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

18. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

1 19. Plaintiff's Waiver of Right To Be Excluded. By signing this Agreement,
2 Plaintiff is bound by the terms herein stated and further agrees not to submit a request for
3 exclusion. Any such Exclusion request shall, therefore, be void and of no force or effect.
4 Plaintiff also agrees to not disparage the Settlement to Class Members or encourage, in any way,
5 Class Members to submit or not to submit an Exclusion. In addition, neither Plaintiff nor Class
6 Counsel will initiate any contact with Class Members about the amount or terms of the
7 Settlement, but nothing herein will prevent Class Counsel from responding to Class Members
8 following entry of the Preliminary Approval Order.

9 20. Execution in Counterpart. This Agreement may be executed in one or
10 more counterparts. All executed counterparts, and each of them, will be deemed to be one and
11 the same instrument provided that counsel for the Parties will exchange between themselves
12 original signed counterparts. Facsimile, DocuSign, or PDF signatures will be accepted. Any
13 executed counterpart will be admissible in evidence to prove the existence and contents of this
14 Agreement.

15 21. Defense. To the extent permitted by law, this Settlement may be pleaded
16 as a full and complete defense to and may be used as the basis for an injunction against, any
17 action, suit, or other proceeding that may be instituted, prosecuted, or attempted with respect to
18 the Released Class Claims and/or Released PAGA Claims against the Released Parties in breach
19 of or contrary to the Settlement.

20 22. Final Judgment. The Parties agree that, upon final approval of the
21 Settlement, a Final Judgment will be made and entered, resolving the Action in its entirety.

22 **[SIGNATURES ON NEXT PAGE]**
23
24
25
26
27
28

WHEREFORE, Plaintiff, on behalf of himself and the Participating Class Members and PAGA Members, and Defendants, have executed this Agreement as of the dates set forth below.

Dated: May 23 2023

PLAINTIFF PETER RODARTE

Peter Rodarte

Peter Rodarte (May 23, 2023 20:39 PDT)

Peter Rodarte

Dated:

DEFENDANT WRIGHT BUSINESS GRAPHICS, CA

Ron Graham
Vice President

Dated:

DEFENDANT WRIGHT BUSINESS GRAPHICS, LLC

Ron Graham
Vice President

Dated:

ENNIS, INC.

Dan Gus, Esq.
General Counsel

Dated: May 24, 2023

LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin, Esq.

Misty M. Lauby, Esq.

Attorneys for Plaintiff Peter Rodarte, on behalf of himself and all others similarly situated

Dated:

SHEPPARD MULLIN RICHTER & HAMPTON LLP

Greg S. Labate, Esq.
Tyler Z. Bernstein, Esq.

Attorneys for Defendants Wright Business Graphics, CA, Wright Business Graphics, LLC, and Ennis, Inc.

WHEREFORE, Plaintiff, on behalf of himself and the Participating Class Members and PAGA Members, and Defendants, have executed this Agreement as of the dates set forth below.

Dated: _____

PLAINTIFF PETER RODARTE

Peter Rodarte

Dated: 5/23/2023

DEFENDANT WRIGHT BUSINESS GRAPHICS, CA

DocuSigned by:

Ron Graham

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Ron Graham
Vice President

Dated: 5/23/2023

DEFENDANT WRIGHT BUSINESS GRAPHICS, LLC

DocuSigned by:

Ron Graham

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Ron Graham
Vice President

Dated: 5/26/2023

ENNIS, INC.

DocuSigned by:

Dan Gus

E23E76DE7E61454

Dan Gus, Esq.
General Counsel

Dated: _____

LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin, Esq.

Misty M. Lauby, Esq.

Attorneys for Plaintiff Peter Rodarte, on behalf of himself and all others similarly situated

Dated: 5/22/2023

SHEPPARD MULLIN RICHTER & HAMPTON LLP

DocuSigned by:

Tyler Bernstein

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Greg S. Labate, Esq.

Tyler Z. Bernstein, Esq.

Attorneys for Defendants Wright Business Graphics, CA, Wright Business Graphics, LLC, and Ennis, Inc.

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00487 Rodarte v Wright
Business (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Pete Rodarte</u> <u>14000-00487 Rodarte v Wright Business</u>									
03-23-2022	Approved		Non-Billable	E101 Copying	Grossi, Tracie L.	0.06	0.00	144.00	8.64
144 copies @ \$.06 for Initial letters to company									
03-23-2022	Approved		Non-Billable	E112 Court fees	Grossi, Tracie L.	75.00	0.00	1.00	75.00
Submit PAGA ltr to LWDA - LWDA-CM-874997-22									
03-29-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	1,613.45	0.00	1.00	1,613.45
Bosco Inv #6857820 File and conform. -Certificate of Assignment -Civil Case Cover Sheet -Summons -Complaint *Advance fee* Court: San Bernardino County Superior Court - Central District									
03-31-2022	Approved		Non-Billable	E108 Postage	Grossi, Tracie L.	27.44	0.00	1.00	27.44
Postage for the month of March 2022									
05-17-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	103.25	0.00	1.00	103.25
Bosco Inv# 7065085 Serve: Ennis, Inc., a Texas Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 05/12/2022									
05-17-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	63.30	0.00	1.00	63.30
Bosco Inv# 7065072 Serve: Wright Business Graphics LLC, an Oregon Limited Liability Company Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 05/12/2022									
05-17-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	133.31	0.00	1.00	133.31

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00487 Rodarte v Wright
Business (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
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Pete Rodarte

14000-00487 Rodarte v Wright Business

Bosco Inv#7065038

Serve: Wright Business Graphics CA, a California Limited Liability Company
Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR
Court: San Bernardino County Superior Court - Central District
Completed on: 05/11/2022

08-01-2022	Approved	Non-Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	8.00	0.48
8 copies @ .06 for Ntc of Change of Address								
08-11-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	94.00	0.00	1.00	94.00
Courtcall ID #11571510 for 8/10/22 CMC								
08-18-2022	Approved	Non-Billable	E125 Mediation fees	Chiarito, Tracie	10,000.00	0.00	1.00	10,000.00
First Mediation Inv #2453 for 4/4/23 mediation w Jeff Krivis								
09-16-2022	Approved	Non-Billable	E112 Court fees	Chiarito, Tracie	32.00	0.00	1.00	32.00
Fees to San Bernardino Superior Court to fax file FAC								
12-12-2022	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	94.00	0.00	1.00	94.00
Courtcall ID #11632241 for 12/12/22 CMC								
04-06-2023	Approved	Non-Billable	E119 Experts	Chiarito, Tracie	5,375.00	0.00	1.00	5,375.00
Berger Consulting Group Inv #8359								
05-19-2023	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
TurboCourt Order #8009927 - file Joint Statement								
05-25-2023	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11698483 for 5/24/23 CMC								
07-10-2023	Approved	Non-Billable	Attorney Service	Chiarito, Tracie	148.65	0.00	1.00	148.65

Bosco Inv #9145624
File and conform.
-Motion
-Declaration x3
-Proposed Order
advance fee
Court: San Bernardino County Superior Court - Central District
Completed on: 07/07/2023

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00487 Rodarte v Wright
Business (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Pete Rodarte</u>									
<u>14000-00487 Rodarte v Wright Business</u>									
07-31-2023	Approved		Non-Billable	E112 Court fees	Chiarto, Tracie	3.00	0.00	1.00	3.00
	Receipt for San Bernardino Superior Court - copy of signed PA order								
08-01-2023	Approved		Non-Billable	Attorney Service	Chiarto, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11723755 for 7/31/23 MPA								
11-09-2023	Approved		Non-Billable	Attorney Service	Chiarto, Tracie	150.00	0.00	1.00	150.00
	Estimated cost to file Motion for Final Approval and supporting documents via OneLegal								
12-06-2023	Approved		Non-Billable	Attorney Service	Chiarto, Tracie	144.00	0.00	1.00	144.00
	Estimated cost for Courtcall for Motion for Final Approval								

Project Total 18,219.47
Client Total 18,219.47
Grand Total 18,219.47

EXHIBIT “C”