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on behalf of himself and all others similarly situated
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MIGUEL TRIGUEROS GARCIA, an
individual, on behalf of himself, and on
behalf of all persons similarly situated,

Plaintiff,

v.

HIGHLAND PLASTICS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: CVRI2202836

[Assigned for all purposes to the Hon.
Harold Hopp in Department 1]

**JOINT STIPULATION RE: CLASS
ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

ACTION FILED: July 11, 2022
TRIAL DATE: None set

1 This Joint Stipulation Re: Class Action and PAGA Representative Action Settlement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 MIGUEL TRIGUEROS GARCIA (“Plaintiff”), on behalf of himself and all others similarly
4 situated and aggrieved, on one hand; and Defendant HIGHLAND PLASTICS, INC.,
5 (“Defendant”), on the other hand, in the lawsuits entitled *Trigueros Garcia v. Highland Plastics,*
6 *Inc.*, filed in Riverside County Superior Court, Case No. CVRI2202836 (the “Action”) and
7 *Trigueros Garcia v. Highland Plastics, Inc.*, Riverside County Superior Court, Case No.
8 CVRI2300639 (“PAGA Action”). Plaintiff and Defendant shall be, at times, collectively referred
9 to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve
10 the claims as set forth herein, based upon and subject to the terms and conditions of this
11 Agreement.

12 **1. DEFINITIONS**

13 **A.** “**Action**” means, collectively, the actions entitled *Trigueros Garcia v. Highland*
14 *Plastics, Inc.*, filed in Riverside County Superior Court, Case No. CVRI2202836 (the “Action”)
15 and *Trigueros Garcia v. Highland Plastics, Inc.*, filed in Riverside County Superior Court, Case
16 No. CVRI2300639 (“PAGA Action”).

17 **B.** “**Aggrieved Employees**” means Class Members working for Defendant, as non-
18 exempt, hourly-paid employees during the PAGA Period in the State of California.

19 **C.** “**Class Counsel**” means David D. Bibiyan, Jeffrey Klein and Vedang Patel of
20 Bibiyan Law Group. The term “Class Counsel” shall be used synonymously with the term
21 “Plaintiff’s Counsel.”

22 **D.** “**Class Members,**” “**Settlement Class,**” or “**Settlement Class Members**” means
23 all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees,
24 at any time during the Class Period in the State of California.

25 **E.** “**Class Period**” means the period from July 11, 2018 through the Preliminary
26 Approval Date.

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1 **F. “Class Notice”** means and refers to the notice sent to Class Members after
2 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
3 Agreement.

4 **G. “Court”** means the Superior Court of the State of California for the County of
5 Riverside.

6 **H. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
7 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
8 objector, 60 days from the date of the Final Approval and Judgment; or (3) to the extent any
9 appeals have been filed, the date on which they have been resolved or exhausted.

10 **I. “Defendant”** means Highland Plastics, Inc.

11 **J. “Employer Taxes”** means employer-funded taxes and contributions imposed on
12 the wage portions of the Individual Settlement Payments under the Federal Insurance
13 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
14 and contributions required of employers, such as for unemployment insurance.

15 **K. “General Release”** means the broader release of claims by Plaintiff, which is in
16 addition to Plaintiff’s limited release of claims as a Participating Class Member.

17 **L. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Four
18 Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00),¹ which shall be paid by
19 Defendant, from which all payments for the Individual Settlement Payments to Participating
20 Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation
21 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the
22 PAGA Payment and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
23 which shall be paid by Defendant separate, apart and in addition to the Gross Settlement Amount.

24 **M. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
25 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
26 Settlement Share if he or she is also a Participating Class Member.

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¹ As the same may be increased in accordance with Paragraph 17 below.

1 **N. “Individual Settlement Payment”** means a payment to a Participating Class
2 Member of his or her net share of the Net Settlement Amount.

3 **O. “Individual Settlement Share”** means the gross amount of the Net Settlement
4 Amount that a Participating Class Member is projected to receive based on the number of
5 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
6 shall be reflected in his or her Class Notice.

7 **P. “LWDA Payment”** means the payment to the State of California Labor and
8 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
9 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
10 Settlement Amount. The Parties have agreed that Twenty-Eight Thousand Dollars and Zero
11 Cents (\$28,000.00) shall be allocated toward PAGA penalties, of which Twenty-One Thousand
12 Dollars and Zero Cents (\$21,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment).
13 Seven Thousand Dollars and Zero Cents (\$7,000.00) will be paid to Aggrieved Employees on a
14 *pro rata* basis based on the Workweeks employed by Defendant as a non-exempt, hourly-paid
15 employee in California in the PAGA Period (*i.e.* the PAGA Payment).

16 **Q. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
17 that is available for distribution to the Participating Class Members after deductions for the Court-
18 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
19 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
20 Payment and the PAGA Payment.

21 **R. “Operative Complaint” or “Complaint”** means the First Amended Complaint to
22 be filed in the Action.

23 **S. “PAGA Payment”** is the 25% portion of the Twenty-Eight Thousand Dollars and
24 Zero Cents (\$28,000.00) that is allocated toward PAGA penalties (Seven Thousand Dollars and
25 Zero Cents (\$7,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on
26 the Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA
27 Period, which would be in addition to their Individual Settlement Payment if they are
28 Participating Class Members, as well.

1 **T. “PAGA Period”** means the period from July 11, 2021 through the end of the Class
2 Period.

3 **T. “Participating Class Members”** means all Settlement Class Members who do
4 not submit a timely and valid Request for Exclusion.

5 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
6 Settlement Amount that a Participating Class Member is eligible to receive based on the number
7 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
8 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
9 may be entitled if he or she is also an Aggrieved Employee.

10 **V. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
11 Miguel Trigueros Garcia.

12 **W. “Preliminary Approval Date”** means the date on which the Court enters an Order
13 granting preliminary approval of the Settlement.

14 **X. “Released Parties”** shall mean Defendant and each of its officers, directors, and
15 employees.

16 **Y. “Response Deadline”** means the deadline for Settlement Class Members to mail
17 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
18 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
19 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
20 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
21 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
22 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
23 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
24 Workweek Dispute was submitted by the Response Deadline.

25 **Z. “Request for Exclusion”** means a written request to be excluded from the
26 Settlement Class pursuant to Paragraph 9(C) below.

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1 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
2 Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court
3 approval, will be paid out of the Gross Settlement Amount.

4 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
5 Administrator in administration of the Settlement, including, but not limited to, translating the
6 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
7 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
8 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
9 withholdings, providing declarations, generating Individual Settlement Payment checks and
10 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
11 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
12 of litigation costs and expenses, to Plaintiff for his Service Award and to the LWDA for the
13 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and
14 any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to
15 the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed
16 \$5,000.00. If the actual amount of the Settlement Administration Costs is less than \$5,000.00,
17 the difference between \$5,000.00 and the actual Settlement Administration Costs shall be a part
18 of the Net Settlement Amount. If the Settlement Administration Costs exceed \$5,000.00, then
19 such excess will be paid solely from the Gross Settlement Amount and Defendant will not be
20 responsible for paying any additional funds in order to pay these additional costs.

21 **CC. “Settlement Administrator”** means the Third-Party Administrator selected by
22 the Parties that will be responsible for the administration of the Settlement including, without
23 limitation, translating the Class Notice in Spanish, distribution of the Individual Settlement
24 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
25 this Agreement.

26 **DD. “Workweeks”** means the number of weeks that a Settlement Class Member was
27 employed by Defendant in a non-exempt, hourly-paid position during the Class Period in
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California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

2. BACKGROUND

A. On July 11, 2022, Plaintiff filed with the Labor and Workforce Development Agency (“LWDA”) and served on Defendant a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating that he intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations.

B. On July 11, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation; (6) wage statement violations; (7) failure to timely pay wages during employment; and (8) unfair competition (the “Class Action”).

C. On February 7, 2023, when after 65 days passed without any communication from the LWDA, Plaintiff filed a separate representative action under PAGA in the Superior Court of California for the County of Riverside, entitled as *Trigueros Garcia v. Highland Plastics, Inc.*, Case Number CVRI2300639, for civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699 in connection with the allegations made in the PAGA Notice (the “PAGA Action”).

D. Thereafter, the Parties agreed to exchange informal discovery and attend an early mediation. Prior to mediation, Defendants provided: (1) time and payroll records for 35% of the approximate 97 Class Members; (2) class data points including average rates of pay, total hours worked during the Class Period, the number of Pay Periods during the PAGA Period, the number of separated Class Members eligible for waiting time penalties, the number of Aggrieved Employees, and the number of Class Members eligible for wage statement penalties, among others; (3) all of Defendant’s policy documents; and (4) Plaintiff’s personnel file.

E. On August 28, 2023, the Parties participated in mediation with Jeffrey Krivis, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation

1 concluded with a settlement, which was subsequently memorialized in the form of a
2 Memorandum of Understanding and thereafter this Agreement. This Agreement replaces and
3 supersedes the Memorandum of Understanding and any other agreements, understandings, or
4 representations between the Parties. This Agreement represents a compromise and settlement of
5 highly disputed claims.

6 **F.** As part of the Agreement, the Parties agree to stipulate to Plaintiff filing an
7 amended complaint in the Class Action that effectively consolidates the allegations of the Class
8 Action and the PAGA Action within the Class Action for the purpose of settlement approval.

9 **G.** Class Counsel have conducted significant investigation of the law and facts
10 relating to the claims asserted in the Action and in the PAGA Notice, and have concluded that
11 the Settlement set forth herein is fair, reasonable, adequate and in the best interests of the
12 Settlement Class, taking into account the sharply contested issues involved, the expense and time
13 necessary to litigate the Action through trial and any appeals, the risks and costs of further
14 litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation,
15 the information learned through informal discovery regarding Plaintiff's allegations, and the
16 substantial benefits to be received by Settlement Class Members.

17 **H.** Defendant has concluded that, because of the substantial expense of defending
18 against the Action, the length of time necessary to resolve the issues presented herein, the
19 inconvenience involved and the concomitant disruption to its business operations, it is in its best
20 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
21 claims asserted against them in the Action and in the PAGA Notice. However, Defendant,
22 nevertheless, desires to settle the Action for the purpose of avoiding the burden, expense and
23 uncertainty of continuing litigation, and for the purpose of putting to rest the controversies
24 engendered by the Action.

25 **I.** This Agreement is intended to and does effectuate the full, final and complete
26 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
27 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
28 and Aggrieved Employees.

1 **3. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of the Action. The
3 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
4 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
5 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
6 pursuant to California Rules of Court, rule 3.769, subdivision (h).

7 **4. STIPULATION OF CLASS CERTIFICATION**

8 The Parties stipulate to the certification of the Settlement Class under this Agreement for
9 purposes of settlement only.

10 **5. AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL**
11 **OF SETTLEMENT**

12 As part of the Agreement, the Parties agree to stipulate to Plaintiff filing an amended
13 complaint in the Class Action that effectively consolidates the allegations of the Class Action
14 and the PAGA Action within the Class Action for the purpose of settlement approval. Upon the
15 acceptance of the filing of the amended complaint, Plaintiff shall dismiss the PAGA Action
16 without prejudice. In the event the Court does not grant final approval of this Settlement, Plaintiff
17 will be permitted to separately refile the PAGA Action without prejudice and the filing shall
18 relate back to the original filing date of the PAGA Action.

19 After full execution of this Agreement, Plaintiff will move for an order granting
20 preliminary approval of the Settlement, approving and directing the mailing of the proposed
21 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally
22 certifying the Settlement Class for settlement purposes only, and approving the deadlines
23 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
24 Objections. If and when the Court preliminarily approves the Settlement, and after administration
25 of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff
26 will move for an order finally approving the Settlement and seek entry of a Judgment in line with
27 this Settlement. The Parties may both respond to any Objections lodged to final approval of the
28 Settlement up to five (5) court days before the Final Approval Hearing.

1 **6. STATEMENT OF NO ADMISSION**

2 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff
3 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
4 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or
5 allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein,
6 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,
7 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or
8 affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA
9 Notice, and Defendant will not be deemed to have waived, limited or affected in any way any of
10 their objections or defenses in the Action and in the PAGA Notice. The Parties shall not stipulate
11 to class certification and shall be restored to their respective positions in the Action prior to the
12 entry of this Settlement. Payment of wages under this Settlement neither extend nor alter the
13 Class Members' period of employment with Defendant for any purpose.

14 **7. RELEASE OF CLAIMS**

15 **A. Release by All Participating Class Members**

16 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
17 of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
18 Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiff and all
19 Participating Class Members release all claims that were alleged or reasonably could have been
20 alleged based on the facts stated in the Operative Complaint including: (a) all claims for failure
21 to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure
22 to provide compliant meal periods or compensation in lieu thereof; (d) all claims for failure to
23 provide rest periods or compensation in lieu thereof; (e) all claims for waiting time penalties; (f)
24 all claims for wage statement violations; (g) all claims for failure to timely pay wages during
25 employment; and (h) all claims asserted through California Business & Profession Code et seq.,
26 arising out of the Labor Code violations referenced in the Operative Complaint. (the "Class
27 Released Claims").

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1 **B. Release by All Aggrieved Employees**

2 Plaintiff and, to the extent permitted by law, the State of California, the release includes
3 for the duration of the PAGA Period, all claims asserted in the PAGA Notice and alleged in the
4 Operative Complaint for PAGA civil penalties, including, pursuant to Labor Code sections 210,
5 226.3, 558, 1174.5, 1197.1, and 2699, alleged violations of Labor Code sections 96, 98.6, 200,
6 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 558,
7 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others
8 (the “PAGA Released Claims”).

9 **C. Claims Not Released**

10 The releases above expressly exclude all other claims, including claims for vested
11 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
12 compensation, and any other claims outside of the Class Released Claims of Participating Class
13 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
14 Employees (and, to the extent permitted by law, the State of California) arising outside of the
15 PAGA Period.

16 **D. General Release**

17 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
18 of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross
19 Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, in addition to
20 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases
21 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
22 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
23 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
24 arising out of, relating to, or in connection with any act or omission of the Released Parties
25 through the Preliminary Approval Date in connection with Plaintiff’s employment with
26 Defendant or termination thereof, except for any and all other claims that may not be released as
27 a matter of law through this Agreement. To the extent of the General Release provided herein,
28 Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the

Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, he shall have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of 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.

8. SETTLEMENT ADMINISTRATOR

A. The Parties, through Class Counsel, have selected ILYM Group, Inc., to administer the Settlement, which includes, but is not limited to, translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice, and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$5,000.00, will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$5,000.00, the difference between \$5,000.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$5,000.00, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION PROCESS

A. Notice to the Settlement Class Members

(1) Within seven (7) calendar days after the Preliminary Approval Date, Defendant's Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendant's possession, custody or control; (3) last known telephone number(s) currently in Defendant's possession, custody or control; (4) last known Social Security Number(s) in Defendant's possession, custody or control; and (5) the dates of employment (*i.e.*,

1 hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class
2 Member (“Class List”). The Settlement Administrator shall perform an address search using the
3 United States Postal Service National Change of Address (“NCOA”) database and update the
4 addresses contained on the Class List with the newly found addresses, if any. Within seven (7)
5 calendar days or soon thereafter of receiving the Class List from Defendant, the Settlement
6 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
7 Members via first-class regular U.S. Mail using the most current mailing address information
8 available. The Settlement Administrator shall maintain the Class List and digital copies of all the
9 Settlement Administrator’s records evidencing the giving of notice to any Settlement Class
10 Member for at least four (4) years from the Final Approval Date.

11 (2) The Class Notice will set forth:

- 12 (a) the Settlement Class Member’s estimated Individual
13 Settlement Payment and Individual PAGA Payment,
14 and the basis for each;
- 15 (b) the information required by California Rules of Court,
16 rule 3.766, subdivision (d);
- 17 (c) the material terms of the Settlement;
- 18 (d) the proposed Settlement Administration Costs;
- 19 (e) the definition of the Settlement Class;
- 20 (f) a statement that the Court has preliminarily approved
21 the Settlement;
- 22 (g) how the Settlement Class Member can obtain
23 additional information, including contact information
24 for Class Counsel;
- 25 (h) information regarding opt-out and objection
26 procedures;
- 27 (i) the date and location of the Final Approval Hearing;
28 and

1 (j) that the Settlement Class Member must notify the
2 Settlement Administrator no later than the Response
3 Deadline if the Settlement Class Member disputes the
4 accuracy of the number of Workweeks worked as set
5 forth on his or her Class Notice (“Workweek Dispute”).
6 If a Settlement Class Member fails to timely dispute the
7 number of Workweeks attributed to him or her in
8 conformity with the instructions in the Class Notice,
9 then he or she shall be deemed to have waived any
10 objection to its accuracy and any claim to any
11 additional settlement payment based on different data.

12 (3) If a Class Notice from the initial notice mailing is returned as
13 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
14 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
15 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
16 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
17 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
18 Member within three (3) business days. Further, any Class Notices that are returned to the
19 Settlement Administrator with a forwarding address before the Response Deadline shall be
20 promptly re-mailed to the forwarding address affixed thereto.

21 (4) No later than seven (7) calendar days from the Response Deadline, the
22 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
23 completion of the notice process, including the number of attempts to obtain valid mailing
24 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
25 and copies of all Requests for Exclusion and Objections received by the Settlement
26 Administrator.

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1 **B. Objections**

2 Only Participating Class Members may object to the Settlement. In order for any
3 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
4 do so by filling out and mailing the Objection to Settlement form (“Objection”), which is attached
5 hereto as Exhibit “B”, to the Settlement Administrator at the address provided on the Class Notice
6 postmarked on or before the Response Deadline. The Settlement Administrator shall email a copy
7 of the Objection forthwith to Class Counsel and Defendant’s counsel and attach copies of all
8 Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support
9 of Plaintiff’s Motion for Final Approval. The Objection should set forth in writing: (1) the
10 Objector’s name; (2) the Objector’s address; (3) the last four digits of the Objector’s Social
11 Security Number; (4) the Objector’s signature; and (5) the reason(s) for the Objection, along with
12 whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement
13 Class Member objects to the Settlement, the Settlement Class Member will remain a member of
14 the Settlement Class and if the Court approves this Agreement, the Settlement Class Member
15 will be bound by the terms of the Settlement in the same way and to the same extent as a
16 Settlement Class Member who does not object. The date of mailing of the Class Notice to the
17 objecting Settlement Class Member shall be conclusively determined according to the records of
18 the Settlement Administrator. Settlement Class Members need not object in writing to be heard
19 at the Final Approval Hearing; they may object or comment in person at the hearing at their own
20 expense. Class Counsel and Defendant’s Counsel may respond to any objection lodged with the
21 Court up to five (5) court days before the Final Approval Hearing.

22 **C. Requesting Exclusion**

23 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
24 Settlement by filling out and mailing the Request for Exclusion form (“Request for Exclusion”),
25 which is attached hereto as Exhibit “C”, to be excluded from the Settlement to the Settlement
26 Administrator at the address provided on the Class Notice, postmarked on or before the Response
27 Deadline. To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2)
28 the last four (4) digits of the Class Member’s Social Security Number; and (3) the Class

1 Member's signature. The Settlement Administrator shall immediately provide copies of all
2 Requests for Exclusion to Class Counsel and Defendant's Counsel and shall report the Requests
3 for Exclusions that it receives, to the Court, in its declaration to be provided in advance of the
4 Final Approval Hearing. Any Settlement Class Member who requests exclusion using this
5 procedure will not be entitled to receive any payment from the Settlement and will not be bound
6 by the Settlement Agreement or have any right to object to, appeal, or comment on the
7 Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting
8 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
9 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
10 Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit
11 both a Request for Exclusion and an objection. If a Settlement Class Member submits an
12 Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection
13 will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved
14 Employees that submit a valid Request for Exclusion will still be deemed Aggrieved Employees,
15 will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA
16 Released Claims.

17 **D. Disputes Regarding Settlement Class Members' Workweek Data**

18 Each Settlement Class Member may dispute the number of Workweeks attributed to him
19 or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to
20 the Settlement Administrator by the Settlement Class Member, at the address provided on the
21 Class Notice, postmarked on or before the Response Deadline. The Settlement Administrator
22 shall immediately provide copies of all disputes to Class Counsel and counsel for Defendant and
23 shall immediately attempt to resolve all such disputes directly with relevant Settlement Class
24 Member(s) with the assistance of Defendant and Class Counsel. If the dispute cannot be resolved
25 in this manner, the Settlement Administrator shall have the authority to address and make final
26 decisions consistent with the terms of this Agreement on all Workweek Disputes. The Settlement
27 Administrator's decision shall be final upon the Court providing final approval of the Settlement
28 and will not be appealable or otherwise susceptible to challenge.

1 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
2 **PAGA PAYMENTS**

3 Individual Settlement Payments will be calculated and distributed to Participating Class
4 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
5 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
6 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
7 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
8 number of Workweeks worked during the PAGA Period. Specific calculations of the Individual
9 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
10 follows:

11 **A.** The Settlement Administrator will determine the total number of Workweeks
12 worked by each Settlement Class Member during the Class Period ("Class Member's
13 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
14 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
15 Administrator will determine the total number of Workweeks worked by each Aggrieved
16 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
17 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
18 ("PAGA Workweeks").

19 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
20 Settlement Administrator will use the following formula: Individual Settlement Share =
21 (Settlement Class Member's Workweeks worked ÷ Class Workweeks) × Net Settlement
22 Amount.

23 **C.** To determine each Participating Class Member's Participating Individual
24 Settlement Share, the Settlement Administrator will determine the aggregate number of
25 Workweeks worked by all Participating Class Members during the Class Period ("Participating
26 Class Workweeks") and use the following formula: Individual Settlement Share =
27 (Participating Class Member's Workweeks worked ÷ Participating Class Workweeks) × Net
28 Settlement Amount.

1 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
2 to Participating Class Members by way of check and is referred to as “Individual Settlement
3 Payment(s)”.

4 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
5 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
6 PAGA Payment = (Aggrieved Employee’s Workweeks worked ÷ PAGA Workweeks) x
7 \$7,000.00 (the PAGA Payment).

8 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
9 to Participating Class Members and/or Aggrieved Employees by way of check. When a
10 Participating Class Member is also an Aggrieved Employee, one check may be issued that
11 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

12 **11. DISTRIBUTION OF PAYMENTS**

13 **A. Distribution of Individual Settlement Payments**

14 Participating Class Members will receive an Individual Settlement Payment.
15 Individual Settlement Payment checks shall remain valid and negotiable for one hundred and
16 eighty (180) calendar days after the date of their issuance. For any Class Member whose
17 Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled
18 after the void date, the Administrator shall transmit the funds represented by such checks to the
19 California Controller’s Unclaimed Property Fund in the name of the Class Member thereby
20 leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure
21 Section 384, subd (b).

22 **B. Funding of Settlement**

23 Defendant shall, within fourteen (14) calendar days of the Final Approval Date make
24 payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph
25 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal
26 Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account
27 (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this
28 Agreement and the Court’s Orders, and subject to the conditions described herein.

1 **C. Time for Distribution**

2 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
3 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
4 shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as
5 specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Costs Award
6 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the
7 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the
8 LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual
9 PAGA Payments to Aggrieved Employees, as specified in this Agreement and approved by the
10 Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable
11 taxes and withholdings, as specified in this Agreement and approved by the Court. All interest
12 accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
13 Participating Class Members based on the number of Workweeks worked by them in the Class
14 Period.

15 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

16 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
17 fees of up to thirty-five (35%) percent of the Gross Settlement Amount, which, unless increased
18 pursuant to Paragraph 17 of this Agreement amounts to One Hundred Forty-Eight Thousand
19 Seven Hundred Fifty Dollars and Zero Cents (\$148,750.00). Class Counsel shall further apply
20 for, and Defendant shall not oppose, an application or motion by Class Counsel for
21 reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set
22 forth by declaration testimony in an amount up to Twenty Five Thousand Dollars and Zero Cents
23 (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement
24 Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle and obtain
25 Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein
26 includes, without limitation, all time and expenses expended by Class Counsel (including any
27 appeals therein). There will be no additional charge of any kind to either the Settlement Class
28 Members or request for additional consideration from Defendant for such work unless, Defendant

1 materially breach this Agreement, including any term regarding funding, and further efforts are
2 necessary from Class Counsel to remedy said breach, including, without limitation, moving the
3 Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs
4 and expenses in amounts that are less than the amounts provided for herein, then the unapproved
5 portion(s) shall be a part of the Net Settlement Amount.

6 **13. SERVICE AWARD TO PLAINTIFF**

7 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
8 amount not to exceed Seven Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) to
9 Plaintiff, for participation in and assistance with the Action. Any Service Award and additional
10 consideration awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount
11 and shall be reported on an IRS Form 1099. If the Court approves the Service Award in less than
12 the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement
13 Amount.

14 **14. TAXATION AND ALLOCATION**

15 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
16 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
17 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
18 agree that the employees' share of taxes and withholdings with respect to the wage portion of the
19 Individual Settlement Share will be withheld from the Individual Settlement Share in order to
20 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
21 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
22 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
23 be made pursuant to applicable state and/or local withholding codes or regulations.

24 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
25 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
26 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
27 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
28

set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of payroll taxes as described above.

d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION

The Parties agree to allocate Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$21,000.00) will be paid to the LWDA and twenty-five percent (25%) or \$7,000.00 will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

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1 **17. INCREASE IN WORKWEEKS**

2 Defendants represent that there are no more than 17,842 Workweeks worked during the
3 Class Period. In the event the number of Workweeks worked increases by more than 10%, or an
4 additional 1,784 Workweeks worked, then the Gross Settlement Amount shall be increased
5 proportionally by the Workweeks worked in excess of 17,842 multiplied by the Workweek
6 Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by
7 17,842. The Parties agree that the Workweek Value amounts to \$23.82 per Workweek (\$425,000
8 / 17,842 Workweeks). Thus, for example, should there be 20,000 Workweeks in the Class Period,
9 then the Gross Settlement Amount shall be increased by \$51,403.56. (20,000 Workweeks –
10 17,842 Workweeks x \$23.82/Workweek.)

11 **18. NOTICE OF JUDGMENT**

12 In addition to any duties set out herein, the Settlement Administrator shall provide
13 notice of the Final Judgment entered in the Action by posting the same on its website for a
14 period of no less than four (4) years.

15 **19. MISCELLANEOUS PROVISIONS**

16 **A. Interpretation of the Agreement**

17 This Agreement constitutes the entire agreement between the Parties with respect to its
18 subject matter. Except as expressly provided herein, this Agreement has not been executed in
19 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
20 written representations or terms shall modify, vary, or contradict its terms. In entering into this
21 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
22 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
23 enforced under the laws of the State of California, both in its procedural and substantive aspects,
24 without regard to its conflict of law provisions. Any claim arising out of or relating to the
25 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
26 Court of the State of California for the County of Riverside, and Plaintiff and Defendant hereby
27 consent to the personal jurisdiction of the Court in the Action over it solely in connection
28 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and

1 each of them, participated in the negotiation and drafting of this Agreement and had available to
2 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
3 may claim that any ambiguity in this Agreement should be construed against the other. The
4 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
5 the Court.

6 **B. Further Cooperation**

7 The Parties and their respective attorneys shall proceed diligently to prepare and execute
8 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
9 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
10 will not take any action inconsistent with this Agreement, including, without limitation,
11 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
12 Party has taken actions inconsistent with the Settlement, including, without limitation,
13 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
14 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
15 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
16 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
17 opt-outs and/or objections.

18 **C. Counterparts**

19 The Agreement may be executed in one or more actual or non-original counterparts, all
20 of which will be considered one and the same instrument and all of which will be considered
21 duplicate originals.

22 **D. Authority**

23 Each individual signing below warrants that he or she has the authority to execute this
24 Agreement on behalf of the Party for whom or which that individual signs.

25 **E. No Third-Party Beneficiaries**

26 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
27 Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-
28 party beneficiaries.

1 **F. Deadlines Falling on Weekends or Holidays**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

4 **G. Jurisdiction of the Court**

5 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
6 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms
7 of this Settlement Agreement and all orders and judgments entered in connection therewith,
8 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing, and enforcing the settlement embodied in this Settlement
10 Agreement and all orders and judgments entered in connection therewith.

11 **H. Severability**

12 In the event that one or more of the provisions contained in this Agreement shall for any
13 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
14 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
15 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
16 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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20 **IT IS SO AGREED:**

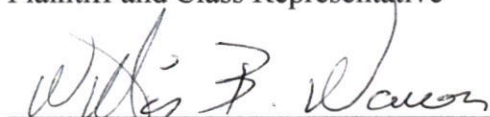
21
22 Dated: Nov 21, 2023, 2023



Miguel Trigueros (Nov 21, 2023 11:39 PST)

MIGUEL TRIGUEROS GARCIA
Plaintiff and Class Representative

23
24
25 Dated: 12/6, 2023



HIGHLAND PLASTICS, INC.

Defendant

By: WILLIAM B. WARREN

Its: V.P./CFO

AGREED AS TO FORM:

Dated: December 7, 2023

Vedang J. Patel

DAVID D. BIBIYAN
JEFFREY KLEIN
VEDANG J. PATEL
Counsel for Plaintiff MIGUEL TRIGUEROS
GARCIA

Dated: December 7, 2023



ERICK J. BECKER
GARRETT M. FAHY
JOSHUA PARK
Counsel for Defendant HIGHLAND
PLASTICS, INC.