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18 *Employees*

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20 **SUPERIOR COURT OF CALIFORNIA**

21 **COUNTY OF LOS ANGELES**

22 NORMA A. ALONSO, individually, and on
23 behalf of all other Aggrieved Employees,

24 Plaintiff,

25 v.

26 ROYAL INTERPACK OF NORTH
27 AMERICA, INC., a California corporation;
28 FAIRWAY STAFFING SERVICES, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NUMBER: 22STCV34718

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

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20 ROYAL INTERPACK OF NORTH AMERICA, INC.

1 This Stipulation and Agreement for PAGA Representative Action Settlement (“Stipulation”)
2 pursuant to the Private Attorneys General Act of 2004 (“PAGA”) is made and entered into by and
3 between Plaintiff Norma A. Alonso (“Plaintiff”), on behalf of herself and as a representative of the
4 State of California and the Aggrieved Employees (as defined in Paragraph 2, below), on the one
5 hand, and Defendants Royal Interpack of North America, Inc. (“Royal”) and Fairway Staffing
6 Services (“Fairway” and jointly referred to as “Defendants”), on the other hand (collectively, the
7 “Parties”), and is made in compromise of disputed claims. The Parties agree that the above-entitled
8 representative action shall be settled on the terms and conditions set forth in this Stipulation, subject
9 to the approval of the Court pursuant to Section 2699(1) of the California Labor Code Private
10 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

11 DEFINITIONS

12 1. “**Action**” means and refers to the PAGA representative claim, pleaded as the 13th
13 cause of action in Plaintiff’s Second Amended Complaint (“SAC”), in *Norma A. Alonso v. Royal*
14 *Interpack of North America, Inc., et al.*, Case No. 22STCV34718, which is currently pending in the
15 Superior Court of California for the County of Los Angeles.

16 2. “**Aggrieved Employees**” means all non-exempt, hourly-paid employees hired
17 directly by Royal or hired by Fairway and placed to work at Royal in California who worked at any
18 time during the PAGA Period.

19 3. The terms “**Stipulation,**” “**Agreement,**” “**Settlement,**” and “**Settlement**
20 **Agreement**” mean this Stipulation and Agreement for PAGA Representative Action Settlement,
21 which the Parties acknowledge sets forth all material terms and conditions of the Settlement between
22 them, and which is subject to Court approval pursuant to Section 2699(1) of the California Labor
23 Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

24 4. “**Court**” means this Court before currently presiding Honorable Kristin S. Escalante
25 in the Superior Court of California for the County of Los Angeles.

26 5. “**Defendants**” means Defendant Royal Interpack of North America, Inc. and
27 Defendant Fairway Staffing Services.
28

1 **6. “Effective Date”** of this Agreement means and shall be deemed the later of: (i) the
2 61st day after Plaintiff’s service to Defendants of Notice of the Court’s Entry of the Order and
3 Judgment approving the PAGA Settlement, if no appeal, review, or writ has been filed; or (ii) if an
4 appeal, review, or writ is sought from the Court’s Order and Judgment approving the PAGA
5 Settlement, the day after the Order and Judgment is affirmed or the appeal, review, or writ is
6 dismissed or denied, and the Order and Judgment are no longer subject to further judicial review.
7 The Effective Date shall be conditioned upon all of the following occurring: (a) this Agreement
8 having been signed by the Parties, PAGA Counsel, and Defendants’ counsel; (b) the Court having
9 entered the Order and Judgment; and (c) Plaintiff’s service to Defendants of Notice of the Court’s
10 Entry of the Order and Judgment approving the PAGA Settlement.

11 **7. “Enhancement Award”** means the amount the Court authorizes to be paid to the
12 Representative Plaintiff in addition to her Individual PAGA Payment as an Aggrieved Employee,
13 in recognition of her efforts and work in prosecution of the Action, up to \$5,000.00.

14 **8. “Order and Judgment”** means the Court’s Order granting approval of the PAGA
15 Settlement and entering Judgment, in the form substantially similar to that attached to this
16 Agreement as Exhibit A.

17 **9. “Gross Settlement Amount”** means a maximum total of One Hundred Seventy Five
18 Thousand Dollars and Zero Cents (\$175,000.00), inclusive of all payments owing as a result of this
19 Agreement as follows: the Net Settlement Amount; Settlement Administration Costs;
20 Representative Plaintiff’s Enhancement Award; and PAGA Counsel Attorneys’ Fees and Costs as
21 awarded by the Court.

22 **10. “LWDA Payment”** means a payment to the California Labor Workforce and
23 Development Agency (“LWDA”) in an amount equal to 75% of the Net Settlement Amount.

24 **11. “Net Settlement Amount”** is the Gross Settlement Amount less (1) PAGA
25 Counsel’s Attorneys’ Fees and Costs; (2) Representative Plaintiff’s Enhancement Award; and (3)
26 Settlement Administration Costs.

27 **12. “PAGA Aggrieved Employee Payment”** means a settlement payment in an amount
28 equal to 25% of the Net Settlement Amount, which the Parties have agreed to pay and distribute

1 amongst the Aggrieved Employees in connection with the Settlement of the PAGA Claim.

2 **13. “PAGA Claim”** means the claim for civil penalties under PAGA alleged and pleaded
3 in the Action via the 13th cause of action in the SAC, and as alleged in Plaintiff’s October 29, 2022
4 notice letter to the LWDA, true and correct copy of which is attached as Exhibit B.

5 **14. “PAGA Counsel”** means Scott Ernest Wheeler of the Law Office of Scott Ernest
6 Wheeler and Marcia Guzman of Guzmán & Tokar LLP.

7 **15. “PAGA Period”** means October 30, 2021 through the earlier of the two following
8 dates: 1. January 12, 2024; or 2. the date of this Court’s Entry of the Order Approving the PAGA
9 Settlement.

10 **16. “Released Claims”** means all claims or causes of action for PAGA penalties that
11 were, or could have been asserted in Representative Plaintiff’s October 29, 2022 notice letter to the
12 LWDA and in the operative SAC in the Action, pursuant to the California Labor Code Private
13 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, based on the alleged violations of
14 Labor Code 200, 201-205, 210, 226, 226.2, 226.3, 226.6, 226.7, 226.8, 246, 246.5, 248.1, 248.2,
15 248.5, 248.6, 256, 432.5, 510-512, 551-552, 558, 558.1, 1174, 1174.5, 1185, 1194-1197.1, 1198-
16 1199.5, 2698-2699, 2699.5, 2802, and IWC California Wage Order 5-2001, whether for civil
17 penalties or attorneys’ fees and costs arising out of the PAGA claims at issue, including: unlawful
18 retaliation; failure to pay minimum wages for all hours worked; failure to calculate and pay all
19 overtime wages earned; failure to provide lawful meal periods and pay meal period premiums;
20 failure to provide lawful rest breaks and pay rest break premiums; failure to maintain accurate
21 records; failure to provide sick pay and COVID-19 supplemental sick pay; failure to provide
22 accurate itemized wage statements; failure to pay all wages in full and on time during employment;
23 failure to pay vacation time; failure to pay all wages due upon termination; failure to indemnify
24 employees for necessary expenditures incurred in discharge of duties; and failure to maintain and
25 provide employment records.

26 **17. “Released Parties”** means Defendants and any of their/its present and former
27 parents, subsidiaries, affiliates, officers, directors, trustees, employees, former employees, agents,
28 representatives, attorneys, and insurers and/or any of their/its predecessors, successors assigns, and

4 **19. “Settlement Administrator”** shall mean Phoenix Settlement Administrators, a
5 neutral third-party administrator chosen by the Parties, subject to approval by the Court.

7 **20.** On October 29, 2022, Plaintiff sent a PAGA notice letter to the LWDA with copies
8 to Defendants. On October 31, 2022, Plaintiff filed an action pursuant to Labor Code §§226 and
9 1198.5 in the Superior Court of California for the County of Los Angeles, styled as *Alonso v. Royal*
10 *Interpack of North America, Inc., et al.*, Case No.: 22STCV34718.

11 **21.** On November 9, 2023, the Parties participated in a full-day mediation with mediator
12 Steven J. Serratore, Esq. On November 13, 2023, the Parties reached a settlement in principle,
13 following each Party's respective acceptance of Steven J. Serratore's mediator's proposal for
14 settlement.

15 **22.** On December 8, 2023, in order to effectuate the terms of the Agreement, the Parties
16 stipulated to the filing of a Second Amended Complaint which included a 13th cause of action arising
17 under PAGA. On December 13, 2023, the Court signed the corresponding Order regarding the filing
18 of the Second Amended Complaint.

19 **23.** The Parties believe that the Settlement is fair, reasonable, and adequate. The Parties
20 understand, acknowledge, and agree that this Settlement Agreement constitutes a compromise of
21 Representative Plaintiff's and the Aggrieved Employees' PAGA Claim, and that it is the desire and
22 intention of the Parties to effect a final and complete resolution of the PAGA Claim that the
23 Representative Plaintiff and the Aggrieved Employees have against Defendants, including any
24 persons or companies affiliated with Defendants as defined in paragraph 17 of this Agreement as
25 Released Parties.

26 **24.** The Parties enter into this Settlement Agreement on a conditional basis. In the event
27 the Court does not enter an Order and Judgment Approving the PAGA Settlement as defined in this
28 Settlement Agreement, this Settlement Agreement will be deemed null and void *ab initio* and will

1 be of no force or effect whatsoever, and will not be referred to or utilized for any purpose
2 whatsoever.

3 **25.** Defendants deny that they have engaged in any misconduct in connection with the
4 wage-and-hour practices associated with the Aggrieved Employees. Defendants further deny that
5 they have any liability of any kind associated with the claims alleged in the Action. Defendants
6 contend that they has complied with both federal and state wage-and-hour laws, and all other laws
7 regulating its relationship with the Aggrieved Employees, including the Representative Plaintiff.

8 **26.** Defendants deny all of the claims in the Action, and do not waive, but rather
9 expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural
10 and factual grounds should this Settlement Agreement not become final. This Settlement
11 Agreement reflects a compromise reached to end litigation.

12 **27.** The Parties stipulate and agree to the following terms of this Settlement Agreement
13 with the intent that this Agreement finally disposes of the Action with prejudice as to all parties and
14 all causes of action as set forth in this Agreement.

15 **TERMS AND CONDITIONS**

16 **28. Settlement Payments and Calculation of Claims.** Subject to Court approval and
17 the conditions specified in this Agreement, and in consideration of the mutual covenants and
18 promises set forth in this Agreement, Defendants agree to pay the Gross Settlement Amount of
19 **\$175,000.00**. Fairway shall contribute Seventeen Thousand Dollars and Zero Cents (\$17,000.00)
20 toward the Gross Settlement Amount. Royal shall contribute the remaining One Hundred Fifty Eight
21 Thousand Dollars and Zero cents (\$158,000.00) toward the Gross Settlement Amount. For the
22 avoidance of doubt, Defendants shall not be required to pay any amount over \$175,000.00 for this
23 Settlement, except as provided by paragraph 39. The Gross Settlement Amount includes, but is not
24 limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, the LWDA Payment,
25 Plaintiff's Enhancement Award, and Settlement Administration Costs. The following table
26 summarizes the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$175,000.00 Is Broken Down As Follows:

- PAGA Counsel Attorneys' Fees not to exceed **33.33% (or \$59,000.00)**.
- PAGA Counsel Costs not to exceed **\$15,000.00**.
- Plaintiff's Enhancement Awards not to exceed **\$5,000.00**.
- Settlement Administration Costs, not to exceed **\$3,950.00**.
- Approximately **\$151,050** for the Net Settlement Amount:
 - 25% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately **\$37,762.50**).
 - 75% of the Net Settlement Amount for the LWDA Payment (approximately **\$113,287.50**).

29. Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees and Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross Settlement Amount and are estimated to be up to **\$3,950.00**. The Parties agree to appoint Phoenix Settlement Administrators as the Settlement Administrator. To the extent Settlement Administration Costs are not approved by the Court in the amounts set forth above, and the order becomes final, then the non-approved amount will be added to the Net Settlement Amount to be distributed based on the formula set forth in Paragraph 29.d.

b. **PAGA Counsel's Attorneys' Fees and Costs:** The Parties agree that, subject to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount an amount that is up to 33.33% of the Gross Settlement Amount for attorneys' fees (**\$59,000.00**), plus actual litigation costs, not to exceed **\$15,000.00**. To the extent attorneys' fees and costs are not approved by the Court in the amounts set forth above, and the order becomes final, then the non-approved amounts will be added to the Net Settlement Amount to be distributed based on the formula set forth in Paragraph 29.d.

c. **Representative Plaintiff's Enhancement Award.** The Parties agree that, subject to the Court's review and approval, Representative Plaintiff will receive an enhancement award of **\$5,000.00** for her efforts in bringing the Action on behalf of the Aggrieved Employees, which will be paid from the Gross Settlement Fund. To the extent the Enhancement Award is not

1 approved by the Court in the amounts set forth above, and the order becomes final, then the non-
 2 approved amount will be added to the Net Settlement Amount to be distributed based on the formula
 3 set forth in Paragraph 29.d.

4 d. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees
 5 and Costs, Plaintiff's Enhancement Award, and the Settlement Administration Costs from the Gross
 6 Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net
 7 Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee
 8 Payment. The Net Settlement Amount of approximately \$151,050 shall be allocated 75% to the
 9 LWDA Payment, which is estimated to total \$113,287.50 (\$151,050 x 75%). The remaining 25%
 10 of the Net Settlement Amount, estimated to total \$37,762.50 (\$151,050 x 25%), shall be allocated
 11 to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata*
 12 basis as noted below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA**
 13 **Payment.**"

14 Example:

15 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
 16 All Aggrieved Employees were actively employed an estimated combined total of 4,700 pay periods
 17 during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated
 18 as follows:

- 19 ➤ 25 pay periods for Aggrieved Employee A ÷ 4,700 total pay periods for all Aggrieved
 20 Employees = 0.0053
- 21 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is
 22 0.0053% of the PAGA Aggrieved Employee Payment.¹

23 e. Taxes and Reporting: The Parties make no representations as to the tax
 24 consequences of any of the payments set forth within this Stipulation. Aggrieved Employees assume
 25 full responsibility and liability for any taxed owed on a payment received pursuant to this Stipulation
 26 and Agreement.

27 _____
 28 ¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 **30. Release By Aggrieved Employees and the State of California.**

2 a. Terms of Release. Upon the Funding Date, as defined below, in exchange
3 for the consideration recited in this Settlement Agreement, Representative Plaintiff, as the
4 representatives for the State of California and all Aggrieved Employees will forever completely
5 release and discharge the Released Parties of any and all Released Claims, as defined in Paragraph
6 16. The Aggrieved Employees and the State of California are deemed by operation of the Court's
7 Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released
8 Parties for any Released Claims. The release will not be effective until Defendants have made all
9 payments due under the terms of this Settlement Agreement.

10 b. No Claims Based on Stipulation and Agreement. No Aggrieved Employee
11 will have any claim against any of the Released Parties, Defendants' counsel, the Representative
12 Plaintiff, or PAGA Counsel, based on errors in administering claims or performing the mailing and
13 skip-tracing requirements of the Settlement Administrator under this Agreement.

14 **31. General Release By Representative Plaintiff.**

15 a. Terms of Release. Upon the Funding Date, as defined below, in exchange
16 for the consideration recited in this Settlement Agreement, including the Representative Plaintiff
17 Enhancement Award, the Representative Plaintiff, on behalf of herself and on behalf of her current,
18 former, and future heirs, executors, administrators, attorneys, agents, and assigns, does hereby and
19 forever releases, waives, acquits and discharges the Released Parties from all claims (known or
20 unknown) which she has, had or might otherwise have had against the Released Parties, from the
21 beginning of time to the date she signs this Agreement, regarding any aspect of her employment
22 including, but not limited to, the Released Claims, any common law or statutory torts (including
23 invasion of privacy), any federal, state or governmental constitution, statute, regulation or ordinance,
24 and any claim for wages, tips or any other compensation or benefit.

25 b. California Civil Code Section 1542. Upon the Funding Date, as defined
26 below, the Representative Plaintiff will be deemed to have, and by operation of the Final Order and
27 Judgment will have, expressly waived and relinquished, to the fullest extent permitted by law, the
28 provisions, rights, and benefits of section 1542 of the California Civil Code which provides as

1 follows:

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

6 c. No Other Actions. Excepting only Representative Plaintiff’s individual
7 claims, of which some are alleged via causes of action 1-12, and which are specifically excluded
8 from this Settlement as being resolved by a separate individual settlement agreement, the
9 Representative Plaintiff is deemed by operation of the Court’s Order and Judgment to have agreed
10 not to sue or otherwise make any claim against any of the Released Parties based upon any action,
11 event, or occurrence prior to the date she signs this Settlement Agreement.

12 **32. Release by PAGA Counsel.** Upon the Funding Date, as defined below, PAGA
13 Counsel release on behalf of their present and former attorneys, employees, agents, successors and
14 assigns the Released Parties from all claims for attorneys’ fees and costs incurred in connection
15 with the facts and theories alleged in the Complaints, the PAGA notice, and the Released Claims.

16 **33. Request For Order and Judgment.**

17 a. Upon execution of this Agreement, the Representative Plaintiff shall
18 promptly file a stipulation or unopposed motion with the Court requesting approval of this PAGA
19 Settlement by submitting a proposed Order and Judgment Approving the PAGA Settlement, in a
20 form substantially similar to Exhibit B.

21 b. The Representative Plaintiff shall not file the stipulation or unopposed
22 motion requesting approval or judgment with the Court until Defendants have reviewed and
23 approved it, which approval will not be unreasonably withheld.

24 c. On the date Representative Plaintiff files the stipulation or unopposed
25 motion discussed in this Paragraph, Plaintiff will also submit to the LWDA a notice of the PAGA
26 Settlement enclosing a copy of the Settlement Agreement. Plaintiff’s notice of the PAGA
27 Settlement to the LWDA shall comply with the notice requirement of PAGA.

28 **34. Settlement Funding.**

a. Upon the Court entering the Order and Judgment, and within fourteen (14)

1 calendar days after the Effective Date, the Settlement Administrator shall send Defendants'
2 counsel electronic wiring instructions to fund the Gross Settlement Amount – in the amounts
3 delineated in paragraph 28 of this Agreement.

4 b. Defendants shall wire to the Settlement Administrator the Gross Settlement
5 Amount within twenty-one calendar (21) days of the Effective Date (the “Funding Date”).

6 c. Within twenty (20) calendar days after the Funding Date, the Settlement
7 Administrator shall issue all payments required by this Agreement (the “Payment Date”).

8 **35. PAGA List.**

9 Within ten (10) calendar days after the Effective Date, Defendants will provide a PAGA List
10 to the Settlement Administrator which will identify all Aggrieved Employees by name, social
11 security number, and last known home address who worked on behalf of Defendant(s) during the
12 PAGA period (“PAGA List”). The PAGA List will also contain the number of pay periods credited
13 to each Aggrieved Employee.

14 **36. List Of Individual Settlement Amounts.**

15 Within ten (10) calendar days after the Settlement Administrator receives the PAGA List,
16 the Settlement Administrator will provide to PAGA Counsel and Defendants’ counsel a Proceeds
17 List reflecting the Individual PAGA Payment for each Aggrieved Employee (“Proceeds List”). The
18 Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees’ names, social
19 security numbers or contact information.

20 **37. PAGA Payments to Aggrieved Employees.**

21 a. On the Payment Date, the Settlement Administrator will mail to each
22 Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement
23 Notice in English and Spanish, attached as Exhibit C to this Agreement and (b) their Individual
24 PAGA Payment (collectively, the “PAGA Packet”).

25 b. Prior to mailing, the Settlement Administrator will update all addresses using
26 the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to
27 the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send
28 the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then

1 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
2 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
3 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
4 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
5 Administrator, Defendants, or PAGA Counsel shall be required to take further action.

6 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
7 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
8 check is not cashed within that period, the settlement payment check will be voided and a stop-
9 payment will be issued. Neither Defendants, Defendants’ counsel, Plaintiffs, nor PAGA Counsel
10 will have any liability for lost or stolen settlement payment checks, forged signatures on settlement
11 payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a
12 settlement payment check within the 180-day period.

13 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
14 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
15 transmitted to the State of California Controller’s Office Unclaimed Property Division.

16 **38. Payments of Attorneys’ Fees And Costs, and the LWDA Settlement Payment.**

17 a. On the Payment Date, the Settlement Administrator will pay from the Gross
18 Settlement Amount the Representative Plaintiff’s Enhancement Award as awarded by the Court.
19 These payments will be made by sending directly to Plaintiff her check payable to “Norma A.
20 Alonso” in the amount of the Court-approved Enhancement Award. This payment is conditional
21 upon PAGA Counsel providing Defendants’ counsel with a completed Form W-9 for the
22 Representative Plaintiffs.

23 b. On the Payment Date, the Settlement Administrator will pay from the Gross
24 Settlement Amount to PAGA Counsel its Court-approved Attorneys’ Fees and Costs. Such payment
25 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
26 W-9.

27 c. On the Payment Date, the Settlement Administrator will pay the LWDA
28 Payment from the Net Settlement Amount by issuing a check payable to “California Labor

1 Workforce and Development Agency.”

2 **39. Escalator Clauses.** Plaintiff will provide Defendants with ten (10) days written
3 notice of her intent to file a Motion for Approval of the PAGA Settlement or Stipulation and Order
4 Requesting Approval of the PAGA Settlement to determine if the escalator clauses applicable to
5 either Defendant as set forth below have been activated.

6 a. Royal Escalator Clause: It is currently estimated that Aggrieved Employees
7 directly hired by Royal worked 3,500, PAGA Pay Periods. If more than 3,500 (10%) PAGA Pay
8 Periods are identified in the final PAGA Period count, Royal’s share of the Gross Settlement
9 Amount will be increased on a pro rata basis according to the number of additional PAGA Pay
10 Periods worked by all Aggrieved Employees in excess of 3,850 (10%) with respect to the total
11 number of PAGA Pay Periods worked by the Aggrieved Employees directed hired by Royal. For
12 further clarity, Royal Pay Periods totaling or less will be exempt from the escalator provisions, and
13 only the Pay Periods in excess of 3,850 will count towards any pro-rata increase. For example, if
14 Royal’s final PAGA Period count of pay periods is 11% higher than 3,850, Royal’s share of the
15 Gross Settlement amount will be increased by only 1%, as the first 10% of Pay Periods beyond
16 3,500 are not subject to the escalator provisions.

17 b. Fairway Escalator Clause: It is currently estimated that Aggrieved
18 Employees hired by Fairway and placed at Royal worked 1,200 PAGA Pay Periods. If more than
19 1,320 (10%) PAGA Pay Periods are identified in the final PAGA Period count, Fairway’s share of
20 the Gross Settlement Amount will be increased on a pro rata basis according to the number of
21 additional PAGA Pay Periods worked by all Aggrieved Employees in excess of 1,320 (10%) with
22 respect to the total number of PAGA Pay Periods worked by Aggrieved Employees who were
23 hired by Fairway and placed at Royal. For further clarity, Fairway Pay Periods totaling 1,320 or
24 less will be exempt from the escalator provisions, and only the Pay Periods in excess of 1,320 will
25 count towards any pro-rata increase. For example, if Fairway’s final PAGA Period count of pay
26 periods is 11% higher than 1,200 Fairway’s share of the Gross Settlement amount will be
27 increased by only 1%, as the first 10% of Pay Periods beyond 1,200 are not subject to the escalator
28 provisions.

1 **40. Deadlines.**

2 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
3 the deadline will be automatically extended to the next regular business day. Unless specified
4 otherwise, all references to “days” shall mean calendar days.

5 **41. Enforcement and Continuing Jurisdiction of the Court.**

6 Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court
7 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
8 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
9 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
10 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
11 and all matters provided for in it, and to interpret it.

12 **42. Mutual Full Cooperation.**

13 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
14 Agreement, including, but not limited to, execution of such documents and taking such other action
15 as may be reasonably necessary or convenient to implement it.

16 **43. Non-Admission of Liability.**

17 The Parties enter into this Agreement to resolve the dispute that has arisen between them
18 and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement,
19 Defendants do not admit, and specifically deny, that they have violated any federal, state, or local
20 law; violated any regulations or guidelines promulgated pursuant to any statute or any other
21 applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any
22 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the
23 Actions. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
24 connected with it, shall be construed as an admission or concession by Defendants of any such
25 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
26 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
27 or received as evidence in any action or proceeding to establish any liability or admission on the
28 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-

1 compliance with, federal, state, local or other applicable law.

2 **44. Effective Date of Defendants' Obligations Under This Agreement.**

3 Defendants' obligations under this Settlement Agreement will become final and effective
4 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
5 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
6 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
7 In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used
8 or construed by or against any Party as a determination, admission, or concession of any issue of
9 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
10 respective rights regarding the prosecution and defense of the Actions, including all available
11 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
12 existed.

13 **45. Nullification.**

14 If: (1) the Court should for any reason fail to enter the Order and Judgment Approving the
15 PAGA Settlement; or (2) the Court's Order and Judgment is reversed or modified as to any material
16 term as defined above, or declared or rendered void as to any material term as defined above, then
17 (a) the Parties shall meet and confer in a good-faith effort to resolve and cure any reversed or
18 modified material term; (b) if the Parties are unable to agree on a modification to resolve and cure
19 a reversed or modified material term after a reasonable period of time, then the Settlement
20 Agreement shall become null and void; (c) the Parties will revert to their respective positions
21 immediately prior to reaching the settlement; and (d) Defendants will not be responsible for any costs
22 or fees, including Settlement Administration Costs.

23 **46. Invalidation.**

24 Invalidation of any material term of this Settlement Agreement will invalidate this
25 Agreement in its entirety only if the Parties, after meeting and conferring for a reasonable time in a
26 good-faith effort to resolve the invalidity, are unable to reach an agreement, unless the Parties
27 subsequently agree in writing that the remaining provisions will remain in full force and effect.

28 **47. Confidentiality/No Publicity.**

1 Representative Plaintiff and her counsel agree that the terms of this Settlement Agreement
2 (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the
3 execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be discussed
4 with or publicized or promoted to the media (including, without limitation, legal periodicals and
5 publications such as "Jury Verdicts," disclosure of the Settlement Agreement on any web site of
6 Representative Plaintiff's counsel or any other website, or on any blogs, articles, or on any social
7 media platforms or channels), or the public at large, without the advance written consent of
8 Defendants. The Parties intend this Paragraph 47 to prohibit Plaintiff and her counsel from
9 discussing, answering questions about, promoting or publicizing the Settlement Agreement, its
10 terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or
11 those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the
12 foregoing, Representative Plaintiff and her counsel (1) may tell the public in general only that certain
13 claims "have been resolved by the Parties;" and (2) may disclose the terms of the Settlement
14 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (*e.g.*,
15 income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing
16 tax returns. In addition, PAGA Counsel may respond to questions received from, and discuss any
17 aspect of this Agreement with Aggrieved Employees. Nothing shall prevent PAGA Counsel from
18 referring to the Action in a declaration before the courts relating to the adequacy of counsel.

19 **48. Entire Agreement.**

20 This Settlement Agreement constitutes the entire integrated agreement between the Parties
21 relating to the Actions, and no oral representations, warranties, or inducements have been made to
22 any party concerning this Settlement Agreement other than the representations, warranties, and
23 covenants contained and memorialized in this Settlement Agreement.

24 **49. Authorization to Act.**

25 PAGA Counsel warrants and represents that they are authorized by the Representative
26 Plaintiff, and counsel of record for Defendants warrant that they are authorized by Defendants, to
27 take all appropriate action required or permitted to be taken by such Parties pursuant to this
28 Settlement Agreement to effectuate its terms, and to execute any other documents required to

1 effectuate the terms of this Settlement Agreement, except for any documents, including but not
2 limited to this Settlement Agreement, that are required to be executed by the Parties.

3 **50. Modification Only In Writing.**

4 This Settlement Agreement may be amended or modified only by a written instrument signed
5 by all Parties or their successors in interest.

6 **51. Binding On Successors.**

7 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
8 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
9 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
10 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
11 affiliated entities.

12 **52. No Prior Assignments.**

13 The Aggrieved Employees are deemed by operation of the Order and Judgment to represent,
14 covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or
15 purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
16 demand, cause of action, or rights released and discharged by this Agreement.

17 **53. Governing Law.**

18 All terms of this Settlement Agreement will be governed by and interpreted according to the
19 laws of the State of California, without giving effect to conflicts of laws principles.

20 **54. Counterparts.**

21 This Settlement Agreement may be executed in one or more counterparts. All executed
22 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
23 Parties will exchange among themselves any signed counterparts.

24 **55. Headings for Convenience Only.**

25 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
26 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

27 **56. Construction of This Agreement.**

28 The Parties agree that the terms and conditions of this Settlement Agreement are the result

1 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
2 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
3 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
4 entire agreement between the Parties. Except as expressly provided in this Agreement, this
5 Settlement Agreement has not been executed in reliance upon any other oral or written
6 representations or terms and no such extrinsic oral or written representations or terms will modify,
7 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
8 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
9 Procedure section 1856(a), which provide that a written agreement is to be construed according to
10 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiffs
11 and Defendants had available to them the advice and assistance of independent counsel. As such,
12 neither Representative Plaintiff nor Defendants may claim that any ambiguity in this Settlement
13 Agreement should be construed against the other.

14 **57. Corporate Signatories.**

15 Any person executing this Settlement Agreement or any related document on behalf of a
16 corporate signatory warrants and promises for the benefit of all Parties that such person has been
17 duly authorized by such corporation to execute this Settlement Agreement or any related document.

18 **58. Representation by Counsel.**

19 All of the Parties hereto acknowledge that they have been represented by counsel throughout
20 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
21 has been executed with the consent and advice of counsel.

22 **59. Attorneys' Fees and Costs.**

23 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
24 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
25 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
26 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
27 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

01 / 09 / 2024

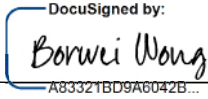
DATED: January ____, 2024

By: 
NORMA ANGELICA ALONSO

DATED: January ____, 2024

By: _____
Title: FAIRWAY STAFFING SERVICES

DATED: January ^{23.00} ____, 2024

By: 
Title: CFO
ROYAL INTERPACK OF NORTH AMERICA, INC.

AS TO FORM ONLY:

DATED: January 9, 2024

LAW OFFICE OF SCOTT ERNEST WHEELER

By: 
SCOTT ERNEST WHEELER

DATED: January 9 ____, 2024

GUZMAN & TOKAR LLP

By: 
MARCIA GUZMAN

Attorneys for Plaintiff and the other Aggrieved Employees

BUCHALTER

DATED: January ____, 2024

By: _____
CRAIG NICKERSON
WILLIAM GEOFFREY ANDERSON
Attorneys for Defendant, FAIRWAY STAFFING SERVICES
GORDON REES SCULLY MANSUKHANI, LLP

DATED: January ____, 2024

By: 
ZACHARY SPEAR
Attorneys for Defendant, ROYAL INTERPACK OF NORTH AMERICA, INC.

01 / 09 / 2024

DATED: January ____, 2024

By: 
NORMA ANGELICA ALONSO

DATED: January 10, 2024

By: 
Title: Risk Manager
FAIRWAY STAFFING SERVICES

DATED: January ____, 2024

By: _____
Title: _____
ROYAL INTERPACK OF NORTH
AMERICA, INC.

AS TO FORM ONLY:

DATED: January 9, 2024

LAW OFFICE OF SCOTT ERNEST WHEELER

By: 
SCOTT ERNEST WHEELER

DATED: January 9, 2024

GUZMAN & TOKAR LLP

By: 
MARCIA GUZMAN

Attorneys for Plaintiff and the other Aggrieved
Employees

BUCHALTER

DATED: January 11, 2024

By: 
CRAIG NICKERSON
WILLIAM GEOFFREY ANDERSON
Attorneys for Defendant, FAIRWAY STAFFING
SERVICES

GORDON REES SCULLY MANSUKHANI, LLP

DATED: January ____, 2024

By: _____
ZACHARY SPEAR

Attorneys for Defendant, ROYAL INTERPACK OF
NORTH AMERICA, INC.

EXHIBIT A

1 SCOTT ERNEST WHEELER, ESQ. (SBN 187998)
2 **LAW OFFICE OF SCOTT ERNEST WHEELER**
3 250 West First Street, Suite 216
4 Claremont, California 91711
5 Telephone: (909) 621-4988
6 Facsimile: (909) 621-4622
7 Email: *sew@scottwheelerlawoffice.com*

8 MARCIA GUZMAN, ESQ. (SBN 298859)
9 VICTORIA TOKAR, ESQ. (SBN 304308)
10 **GUZMÁN & TOKAR LLP**
11 440 N. Barranca Ave., Ste. 1354
12 Covina, California 91723
13 General: (626) 427-7128
14 Direct: (213) 347-4529
15 Facsimile: (213) 342-6329
16 Email: *service@guzmanandtokar.com*

17 Attorneys for Plaintiff
18 NORMA ANGELICA ALONSO and the Aggrieved Employees
19 *Attorneys for Plaintiff and the Aggrieved*
20 *Employees*

21
22
23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24
25 **COUNTY OF LOS ANGELES**
26

27 NORMA A. ALONSO, individually, and on
28 behalf of all other Aggrieved Employees,

Plaintiff,

v.

ROYAL INTERPACK OF NORTH
AMERICA, INC., a California corporation;
FAIRWAY STAFFING SERVICES, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NUMBER: 22STCV34718

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

1 **[PROPOSED] ORDER**

2 The Court has before it the Stipulation and Agreement for PAGA Representative
3 Settlement,¹ submitted by Plaintiff Norma A. Alonso (“Plaintiff”) and Defendants Fairway Staffing
4 Services (“Fairway”) and Royal Interpack of North America (“Royal” and jointly referred to as
5 “Defendants”; “Plaintiff and Defendants will be referred to collectively as the “Parties”), indicating
6 that they have reached a settlement that will resolve this matter in its entirety. The Stipulation, and
7 therefore this Order and Judgment incorporates the following defined terms.

8 **DEFINED TERMS**

9 1. “Operative Complaint” means Plaintiff’s Second Amended Complaint adding a 13th
10 cause of action arising under Labor Code § 2699 *et seq.*, also known as the Private Attorneys
11 General Act of 2004 (“PAGA”), filed by Plaintiff, which the Parties stipulated to filing subject to
12 the terms of this Settlement in order to carry out the terms and effectuate the settlement.

13 2. “LWDA Notice” means the October 29, 2022 formal notice letter submitted by
14 Plaintiff to the Labor and Workforce Development Agency (“LWDA”) notifying the LWDA of
15 alleged labor violations by Defendants.

16 3. “PAGA Employees” or “Aggrieved Employees” means all non-exempt, hourly-
17 paid employees hired directly by Royal or hired by Fairway and placed to work at Royal in
18 California who worked at any time during the PAGA Period.

19 4. “PAGA Representative Claims” means Plaintiff’s PAGA claims under California
20 Labor Code § 2698 *et. seq.* based on alleged predicate violations of the California Labor Code
21 §§200, 201-205, 210, 226, 226.2, 226.3, 226.6, 226.7, 226.8, 246, 246.5, 248.1, 248.2, 248.5,
22 248.6, 256, 432.5, 510-512, 551-552, 558, 558.1, 1174, 1174.5, 1185, 1194-1197.1, 1198-1199.5,
23 2698-2699, 2699.5, 2802, IWC California Wage Order 5-2001 and all alleged violations of the
24 accompanying and relevant IWC Wage Order provisions that were cited in Plaintiff’s LWDA
25 Notice or alleged in the Operative Complaint.

26 _____
27 ¹ The Court has also reviewed and considered the records and files of this case, as well as all
28 documents submitted in connection with the Parties’ Stipulation for Approval of PAGA Settlement,
including the Declaration of Scott E. Wheeler.

4 6. “PAGA Release Period” means October 30, 2021 through the earlier of the two
5 following dates: 1. January 12, 2024; or 2. the date of this Court’s Entry of the Order Approving the
6 PAGA Settlement.

8 The Court has determined that the Settlement provides genuine and meaningful relief that
9 benefits the public, is fair, adequate, reasonable, and otherwise being fully informed and good cause
10 appearing therefor, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

11 1. Unless otherwise provided herein, all capitalized terms used herein shall have the
12 same meaning as defined in the Stipulation and Agreement for PAGA Representative Action
13 Settlement (“Settlement Agreement,” “Settlement,” “Agreement,” “Release,” and/or “Stipulation”).
14 The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and
15 over all parties to the action.

2. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations, facilitated by a neutral mediator. The Court has considered the nature of the claims, the procedural history of this case, the amounts to be paid under the Settlement, the involvement of an experienced private mediator to facilitate the Settlement, the risks of continued litigation that Plaintiff would face, the civil penalties recoverable if Plaintiff was to prevail at trial on her theories of liability under her PAGA claim, the allocation of settlement proceeds among the PAGA Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial.

24 3. The Court hereby finds the Settlement involves the resolution of a bona fide dispute,
25 was entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the
26 Settlement provides genuine and meaningful relief that benefits the public consistent with the
27 purpose of the Private Attorneys General Act of 2004, California Labor Code § 2699 *et seq.*

1 4. The Court therefore approves the Settlement as set forth in the Settlement
2 Agreement and directs the Parties to effectuate the Settlement according to the terms set forth in the
3 Settlement Agreement.

4 5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
5 admissions by Defendants, or any of the other Released Parties, of liability on any of the allegations
6 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of
7 any wrongdoing by the Defendants, or any of the other Released Parties.

8 6. The Court finds that Plaintiff's Counsel has adequately represented the Plaintiff, the
9 PAGA Employees, and the LWDA for purposes of entering into and implementing the Settlement.

10 7. The Court finds that the Settlement, and in particular the Gross Settlement Amount
11 ("GSA") of \$175,000.00 total to be distributed as set forth herein and in the Settlement Agreement,
12 is in all respects fair, reasonable, and adequate and is hereby approved. *See* California Labor Code
13 § 2699(1)(2).

14 8. Pursuant to the terms of the Settlement, Administration Costs in the amount of
15 \$3,950.00 which are necessary to administer the Settlement, are hereby granted and shall be paid to
16 Phoenix Settlement Administrators, the designated third-party Settlement Administrator.

17 9. Pursuant to the terms of the Settlement, the requested attorneys' fees in the amount
18 of \$59,000 are reasonable under the common fund method and the lodestar method. The GSA of a
19 total of \$175,000 represents a true and common fund, as Defendants must pay the full GSA and no
20 amount of the GSA will return to Defendants under any circumstances. It is recognized that
21 attorneys who recover a common fund are entitled to a reasonable fee award from the fund. *See,*
22 *e.g., Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("a litigant or a lawyer who recovers a
23 common fund for the benefit of persons other than himself or his client is entitled to a reasonable
24 attorney's fee from the fund as a whole."); *In re Washington Public Power Supply Sys. Sec. Litig.*
25 (9th Cir. 1994) 19 F.3d 1291, 1300 ("[T]hose who benefit from the creation of the fund should share
26 the wealth with the lawyers whose skill and effort helped create it."); *Serrano v. Priest* (1977) 20
27 Cal.3d 25, 34 ("[W]hen a number of persons are entitled in common to a specific fund, and an
28 action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation

1 of that fund, such plaintiff or plaintiffs may be awarded attorney's fees out of the fund.
2 [Citations.]”). Moreover, one-third of the common fund is standard in settlements similar to this
3 one. *See, e.g., Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 506 (approving fees
4 of one-third of the common fund); *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558
5 n.13 (“Empirical studies show that, regardless whether the percentage method or the lodestar method
6 is used, fee awards in class actions average around one-third of the recovery.”); *Chavez v. Netflix,*
7 *Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (recognizing that fee awards in class actions average around
8 one-third of the recovery”). Courts also regularly approve fee awards in excess of one-third of the
9 fund. *See, e.g., Cubillas v. Dav-El Los Angeles*, 2018 WL 3760657, at *3-4 (Cal. Super.) (awarding
10 \$1.12 million in attorneys’ fees, equivalent to 40% of the common fund, where lodestar-multiplier
11 exceeded the fee request).

12 10. The Court also finds that the requested attorneys’ fees are reasonable under the
13 lodestar method, or as a crosscheck on the percentage fee. *See Laffitte*, 1 Cal.5th at 506. Plaintiff’s
14 counsel’s lodestar of \$ _____ exceeds the attorneys’ fees amount of \$59,000. In fact,
15 the fee award amounts to an implied negative multiplier on Plaintiff’s counsel’s lodestar.

16 11. The Court further finds that Plaintiff’s counsel’s requested litigation costs of
17 \$ _____ are reasonable and were necessary to prosecute the action.

18 12. Accordingly, and consistent with California Labor Code § 2699(g)(1), which
19 authorizes an award of attorneys’ fees and costs, the requested attorneys’ fees in the amount of
20 \$59,000 (\$38,350 payable to the Law Office of Scott E. Wheeler and \$20,650 To Guzmán & Tokar
21 LLP) and litigation costs in the amount of \$ _____ (\$ payable to the Law Office of Scott E.
22 Wheeler and \$ _____ To Guzmán & Tokar LLP), are hereby granted pursuant to the terms of the
23 Settlement.

24 13. Pursuant to the terms of the Settlement, an Enhancement Award to Plaintiff in an
25 amount not to exceed \$5,000.00 in recognition of her efforts in prosecuting this action for the benefit
26 of the State of California and PAGA Employees, is hereby granted and shall be paid to Plaintiff.
27 Comparable service awards are routinely issued to named plaintiffs in analogous wage-and-hour
28 class action settlements, *see, e.g., In re Yahoo Mail Litig.*, No. 13-CV-4980-LHK, 2016 WL

1 4474612, at *11 (N.D. Cal. Aug. 25, 2016) (“Ninth Circuit has established \$5,000 as a reasonable
2 benchmark [for service awards.]”); *Alikhan v. Goodrich Corp.*, 2020 WL 4919382, at * (C.D. Cal.
3 Jun. 25, 2020) (approving a \$10,000 service award), as well as PAGA settlements like this one. *See*,
4 *e.g.*, *Abelar v. American Residential Services, L.L.C.*, 2019 WL 6054607, at *6 (C.D. Cal. Nov. 14,
5 2019) (approving PAGA only settlement and holding “[t]he service award of \$5000 is reasonable
6 compensation for the time and acceptance of adverse employment risk by Plaintiff.”).

7 14. After deducting Settlement Administration Costs, Attorneys’ Fees and Costs, and the
8 Service Awards from the GSA, the remainder of \$ [REDACTED], consistent with California Labor Code
9 § 2699(i), shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent
10 (25%) to PAGA Employees. Accordingly, \$ [REDACTED] shall be paid to the LWDA, and
11 \$ [REDACTED] shall be paid to PAGA Employees. The payments to the PAGA Employees will
12 be paid proportionally based on the number of pay periods that each individual employee worked
13 for Defendants during the PAGA Release Period.

14 15. As of the Effective Date, Plaintiff, as the representative for the State of California,
15 and on behalf of all PAGA Employees, will forever completely release and discharge the Released
16 Parties from any claim for the recovery of civil penalties under the California Private Attorneys
17 General Act, California Labor Code § 2698, *et. seq.* only. It is expressly understood and agreed that
18 this settlement includes a release of all PAGA Representative Claims based on violations of Labor
19 Code §§200, 201-205, 210, 226, 226.2, 226.3, 226.6, 226.7, 226.8, 246, 246.5, 248.1, 248.2, 248.5,
20 248.6, 256, 432.5, 510-512, 551-552, 558, 558.1, 1174, 1174.5, 1185, 1194-1197.1, 1198-1199.5,
21 2698-2699, 2699.5, 2802, IWC California Wage Order 5-2001, including all violations that were
22 set forth in Plaintiff’s LWDA Notice and in the Operative Second Amended Complaint. The release
23 shall be effective as of the Effective Date, and it shall apply to claims within the above scope
24 impacting the PAGA Employees arising within the PAGA Release Period. This settlement
25 agreement shall not impact any PAGA Employee’s ability to assert Labor Code claims other than
26 PAGA claims (i.e., a claim brought under California Labor Code § 2698, *et. seq.*).

27 16. In accordance with California law as stated in *inter alia Arias v. Superior Court*
28 (2009) 46 Cal.4th 969, 985, a judgment in “a representative action brought by an aggrieved

1 employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on
2 the named employee plaintiff but also on government agencies and any aggrieved employee not a
3 party to the proceeding.” Thus, both the named employee plaintiff and nonparty aggrieved
4 employees (i.e. all PAGA Employees) are bound by this Order and Judgment. *Id.* at 986. However,
5 the Parties’ Settlement Agreement shall not impact any PAGA Employee’s ability to assert Labor
6 Code claims other than the PAGA claims (i.e., a claim brought under California Labor Code § 2698,
7 *et. seq.*) unless such claim is subject to res judicata, issue preclusion, or claim estoppel.

8 17. Neither this Order nor the Settlement Agreement (nor any other document referred
9 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
10 an admission or concession by or against Defendants or the Released Parties of the validity of any
11 claim or actual or potential fault, wrongdoing, or liability. Entering into or carrying out the
12 Settlement Agreement, and any negotiations or proceedings related to it, shall not be considered as,
13 or deemed evidence of, an admission or concession as to Defendants’ denials or defenses and shall
14 not be offered or received in evidence in any action or proceeding against any party hereto in any
15 court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the
16 Settlement or to enforce the provisions of this Order and the Settlement Agreement; provided,
17 however, that this Order and the Settlement Agreement may be filed in any action against or by
18 Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release,
19 waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory
20 of claim preclusion, issue preclusion or similar defense or counterclaim.

21 18. Judgment in this matter is entered in accordance with the terms of the Settlement
22 Agreement and Approval Order. This judgment is intended to be a final disposition of the above
23 captioned action in its entirety and is intended to be immediately appealable.

24 ///

25 ///

26 ///

27 ///

28 ///

1 19 The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
2 purposes of supervising the implementation, enforcement, construction, administration, and
3 interpretation of the Settlement Agreement and this Order.

4 **IT IS SO ORDERED.**

5 DATED: _____
6

7 _____
8 HONORABLE KRISTIN S. ESCALANTE
9 JUDGE OF THE SUPERIOR COURT
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EXHIBIT B

ATTORNEYS FOR WORKERS' RIGHTS

Office: (626) 427-7128 ▪ Fax: (213) 342-6329 ▪ Email: marcia@attorneysforworkersrights.com

October 29, 2022

Labor and Workforce Development Agency
Attn. PAGA Administrator
320 W. Fourth Street, Suite 450
Los Angeles, California 90013

Via Email Submission Only.

Nelson Gonzalez, Agent of Service of Process
Fairway Staffing Services
17777 Center Court Drive North, Suite 150
Cerritos, California 90703

Via Certified Mail.
(Return Receipt Requested)

Radhika Shah, Agent of Service of Process
Royl Interpack of North America, Inc.
22909 Lazy Trail Road
Diamond Bar, California 91765

Via Certified Mail.
(Return Receipt Requested)

PRIVATE ATTORNEY GENERAL ACT NOTICE

Re: ***NOTICE PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2699.3 ("PAGA")
RE: FAIRWAY STAFFING SERVICES AND ROYAL INTERPACK OF
NORTH AMERICA, INC.***

Dear Sir or Madam:

This firm represents Norma Angelica Alonso (herein referred to as "Plaintiff"), who was a previous employee of *Fairway Staffing Services and Royal Interpack of North America, Inc.* (herein collectively "Defendants.") Pursuant to California Labor Code § 2699.3(a), we are providing written notice that Defendants are in violation of various provisions of the California Labor Code (including under California Labor Code § 558.1.) Plaintiff intends on filing a complaint under PAGA against Defendants in Superior Court pursuant to California Labor Code § 2699 (as well as class action claims) on behalf of Plaintiff's self and all non-exempt and/or hourly employees who worked for Defendants in California within the relevant time period ("Aggrieved Employees.") Fairway Staffing Services is in the business of assistance and providing clients a job. Royal Interpack of North America, Inc. is in the business of sheet manufacturing providing sustainable packaging solutions to fresh produce, food service, and retail.

340 South Lemon Avenue, Suite 1354
Walnut, California 91789

Private Attorney General Act Notice - Reporting California Labor Code Violations
Attorneys for Workers' Rights
Page 2 of 6

Plaintiff began her work for Defendants on or about December 1, 2021, and her employment was terminated on or about June 1, 2022. During Plaintiff's tenure with Defendants, she was provided with improper meal periods, rest breaks, unpaid overtime, no reimbursement of business expenses, waiting time penalties, and improper paystubs.

For Plaintiff and other Aggrieved Employees to start their shift, they would have to wait in line for the fingerprint scanner. If Plaintiff or Aggrieved Employees were not able to clock in to work at the exact time they were scheduled to work Plaintiff and Aggrieved Employees would be forced to pay a fee of around \$5.00 to \$10.00. A handwritten sheet is provided to employees so that they can keep track of the time in their shift. If an employee began work early before their shift started, they would be forced to write down on the sheet that they started work at the time they were supposed to start. Plaintiff would often have to cover for the previous shift, making Plaintiff's shift run late and Plaintiff would sometimes be asked by Plaintiff's supervisors to work longer after Plaintiff's shift. Plaintiff could sometimes have up to four (4) hours of overtime due to this.

Plaintiff and Aggrieved Employees would start work at around 6:00am and would need to take her rest and meal period every hour and a half until her last break around 10:30am. From 11:00am to the end of her shift at around 2:30pm, Plaintiff would work nonstop. The break room for the rest break and meal period would be at the entrance of the warehouse where Plaintiff worked. Other employees and people would walk in and out of the break room, causing Plaintiff's meal period and rest breaks to be interrupted.

Plaintiff and Aggrieved Employees would be required to drive to an agency of Fairway Staffing Services to pick up her check when Plaintiff's and Aggrieved Employees checks would be two days late. Plaintiff would be told that the "check isn't here" and Plaintiff would then have to drive to another agency to pick up her check. Plaintiff would then be told that the check would be sent to the office of the employer, or Royal Interpack of North America, Inc. Plaintiff's and Aggrieved Employees' time and mileage would not be covered by either Defendants.

During the relevant time period, Defendants did not provide compliant meal periods and did not authorize and permit lawful rest breaks for Plaintiff and Aggrieved Employees. Plaintiff and Aggrieved Employees regularly worked in excess of five (5) hours a day without being provided at least half hour meal periods prior to the start of the fifth hour in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512, and the Wage Order. This was done by, among other things, Defendants exercising control over meal periods or causing meal periods to be interrupted. In fact, they were regularly required to work through all or part of their meal periods. The above items include not being provided a compliant second meal period for shifts worked over 10 hours as well. Moreover, Defendants failed to pay the Aggrieved Employees one hour of pay at their regular rate of pay for instances where Defendants failed to provide the Aggrieved Employees the opportunity to take a compliant first and/or second meal period.

Additionally, Plaintiff and other Aggrieved Employees regularly worked in excess of four (4) hours or major fraction thereof during workdays without being provided at least a ten (10) minute rest period in which they were relieved of all duties, as required by California Labor Code

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§§ 226. 7, 512 and the Wage Order. This again includes exerting control over Aggrieved Employees during their rest breaks. Despite this, Defendants failed to pay the Aggrieved Employees one hour of pay at their regular rate of pay for the numerous instances where Defendants failed to authorize and permit the Aggrieved Employees the opportunity to take a paid 10-minute rest break, relieved of all duties, for shifts of at least 3.5 hours, second a rest break for shifts of more than 6 hours, or a third rest break for shifts in excess of 10 hours. Simply, Defendants failed to make available to the Aggrieved Employees proper rest breaks in compliance with California law.

Furthermore, by making Plaintiff and Aggrieved Employees work through all or part of their meal periods but still deducting this time from their pay, Defendants has failed to pay all wages due (including minimum wage and the resulting liquidated damages) in violation of, among other things, California Labor Code §§ 204, 210, 558 1194, 1194.2, 1197 and 1197.1 and 1198. Additionally, based on the hours worked, this extra time would be overtime, resulting in a violation of California Labor Code § 510 as well. That is in addition to the fact that Defendants did not pay overtime for all hours worked over eight (8) hours in a day or 40 in a week. However, that is not the only overtime violation. Plaintiff and Aggrieved Employees were required to round down their hours on their timesheets and often had to work longer than their assigned shift. This affects not just the rate owed for the overtime hours that were paid, but also the above overtime hours owed when they were required to work off the clock.

Additionally, Plaintiff and Aggrieved Employees were required to drive their personal vehicles to pick up their checks. Yet they were not provided any reimbursement for their car's mileage. As a result, Defendants has violated California Labor Code § 2802.

Plaintiff and Aggrieved Employees is informed that Defendants employed about two hundred (200) or more aggrieved employees collectively, so that it was required to provide COVID-19 supplemental sick leave in 2021 and in 2022. As such, Defendants are required to provide 80 hours of COVID-19 supplemental paid sick leave and compensate aggrieved employees at their regular rate of pay for supplemental sick leave, i.e. highest regular rate of pay, taking into consideration non-discretionary bonuses, etc. See, California Labor Code §248.1(b)(3)(A) and California Labor Code §248.2. Defendants have an obligation to provide COVID-19 supplemental sick leave in addition to regular sick leave. See, California Labor Code §248.1(b)(2)(D) and California Labor Code §§248.2 and 248.6.

Moreover, based upon the incorporation of California Labor Code §246 into California Labor Code §248.1(b)(2)(D), starting on March 29, 2021, or shortly thereafter, Defendants was required to accurately reflect any offset and/or the current amount of COVID-19 supplemental sick leave available to the aggrieved employees. See California Labor Code §248.1 (b)(2)(D). Further, Defendants was also prohibited from requiring aggrieved employees from using any other paid or unpaid leave, paid time off, or vacation time provided by Defendants before the aggrieved employees were provided, used or in lieu of COVID-19 supplemental paid sick leave. See, California Labor Code §248.1(b)(4). Defendants also violated California Labor Code §§248.2, 248.6 and 248.7 regarding COVID-19 supplemental sick leave in 2021 and through 2022, for the reasons provided herein.

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Here, Defendants failed to provide the aggrieved employees with COVID-19 supplemental paid sick leave. Further, Defendants failed to list and itemize COVID-19 supplemental paid sick leave on the wage statements for the other aggrieved employees and also failed to pay the aggrieved employees COVID-19 supplemental sick leave at their regular rate of pay. Defendants also failed to provide its non-exempt employees of their rights under California law with regard to COVID-19 supplemental sick leave and hours relating thereto, and thus aggrieved employees were left in the dark as to if or how much COVID-19 supplemental paid sick leave was available to them.

Defendants failed to maintain records as required under California Labor Code §§ 226, 226.2, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each meal period; records regarding supplemental COVID-19 sick leave, California Labor Code § 248 and 248.6; and accurate itemized statements.

Defendants knew they were not providing their non-exempt employees with proper meal and rest periods, but knowingly failed to include in the wage statements one (1) extra hour of compensation for each missed meal and rest period. Additionally, Defendants required non-exempt employees to work off the clock and intentionally failed to compensate them for this time. Defendants also illegally and inaccurately recorded the time in which Plaintiff and Aggrieved Employees and/or failed to maintain records of all hours worked by Plaintiff and Aggrieved Employees. In other words, Defendants failed to maintain records relating to hours worked and meal periods taken by Plaintiff and Aggrieved Employees and compensated Plaintiff and Aggrieved Employees based upon their work schedule and not the hours worked by Plaintiff and Aggrieved Employees. The time records reflect Defendants' work schedules for Plaintiff and Aggrieved Employees and not the actual hours worked.

and meal periods in violation of, among others, California Labor Code § 1174 and the Industrial Wage Order. Defendants also failed to maintain accurate payroll records as required by California Labor Code §§ 226, 226.3 and 1198, as well as the Industrial Wage Order. Furthermore, Defendants failed to provide accurate itemized wage statements in violation of California Labor Code § 226 and 226.3 including, among other things, that they did not list the accurate gross and net wages earned, hours worked and applicable rates, and did not include meal period and rest break premiums.

Lastly, due to the above violations, Aggrieved Employees who are no longer employed by Defendants were not paid all wages owed at the end of their employment in violation of, among other things, California Labor Code §§ 201-203, 204 and 558.

Therefore, Defendants is in violation of California Labor Code § 2699.5 including but not limited to the following¹:

¹ Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency ("LWDA"). This includes, each of the following, as is set forth in California Labor Code Section 2699.5, which states:

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1. California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
2. California Labor Code §§ 226.7 (Unpaid Rest Break Premiums);
3. California Labor Code § 226(a) and 226.3(Non-compliant Wage Statements);
4. California Labor Code §§ 1198 (Standard Conditions of Labor);
5. California Labor Code §§ 1174, Industrial Wage Order (Failure to Maintain Records);
6. California Labor Code §§ 2802 (Failure to Reimburse Business Expenses);
7. California Labor Code §§ 201, 202 and 203, (Wages Not Timely Paid Upon Termination);
8. California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 (Unpaid Minimum Wages);
9. California Labor Code §§ 510 and 1198 (Unpaid Overtime); and
10. California Labor Code §§ 204, 210, and 558 (Failure to Pay All Wages).

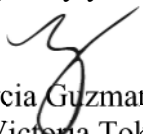
Pursuant to California Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants' agent for service and Defendants by certified mail.

Please contact me directly if you have any questions or wish to discuss this matter further. I can be reached through email at marcia@attorneysforworkersrights.com or you may call our office at (626) 427-7128.

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

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Very truly yours,


Marcia Guzman, Esq.
/s/ Victoria Tokar, Esq.

MG/ga/ah

EXHIBIT C

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From PAGA Settlement

Dear <<FIRST_NAME>> <<LAST_NAME>>:

1. Enclosed is your payment from the settlement of a lawsuit entitled *Norma A. Alonso v. Royal Interpack of North America, Inc., et al.*, Los Angeles County Superior Court Case No.: 22STCV34718 (the “Lawsuit”). You have 180 days to cash or deposit the settlement check. If you do not cash or deposit your settlement check, e.g., on or before _____, after which it will be paid in your name to the State of California Controller’s Unclaimed Property division.

The Lawsuit was filed against Fairway Staffing Services and Royal Interpack of North America, Inc. (“Defendants”); pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”) on behalf of the State of California and all similarly situated alleged aggrieved employees of Defendants (the “PAGA Employees”). You have been identified as a possible PAGA Employee.

Plaintiff Norma A. Alonso (“Plaintiff”) alleged Defendants were liable for PAGA penalties that were, or could have been, asserted in Plaintiff’s October 29, 2022 notice letter to the Labor and Workforce Development Agency (“LWDA”) and in the Lawsuit’s operative complaint based on, but not limited to, alleged violations of Labor Code sections 200, 201-205, 210, 226, 226.2, 226.3, 226.6, 226.7, 226.8, 246, 246.5, 248.1, 248.2, 248.5, 248.6, 256, 432.5, 510-512, 551-552, 558, 558.1, 1174, 1174.5, 1185, 1194-1197.1, 1198-1199.5, 2698-2699, 2699.5, 2802, and IWC California Wage Order 5-2001 (the “PAGA Claims”).

No court has made a decision on the allegations made or Defendants’ alleged conduct. Rather, to avoid the time and expense of litigation, Defendants agreed to resolve the Lawsuit without further court action.

Defendants deny any and all allegations in Plaintiff’s operative complaint, any failure to comply with the laws identified in Plaintiff’s operative complaint, and any and all liability for the causes of action alleged in the Lawsuit. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Under the PAGA, the settlement amount agreed upon by the parties, and approved by the Court, that is to be attributed to the settlement of the claims in the Lawsuit (\$____) is to be divided between the State of California (specifically the LWDA), which receives 75% of the settlement sum, and the PAGA Employees, who receive a pro rata share of 25% of the settlement sum, based on the number of pay periods worked by each during the relevant time period.

In exchange for this payment, the settlement releases any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the PAGA Claims from October 30, 2021 through the earlier of the two following dates: 1. January 12, 2024; or 2. the date of this Court's Entry of the Order Approving the PAGA Settlement _____ (the "Released Claims"). The Final Order and Judgment entered by the Court is binding on all the PAGA Employees, including you, as to the Released Claims. The settlement does not release any individual claims belonging to you, unless such claim is subject to res judicata, issue preclusion, or collateral estoppel.

This notice summarizes the Lawsuit and the basic terms of the Settlement. For additional information, publicly filed records in this litigation may be examined during regular court hours at the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have any questions about this payment, contact the Settlement Administrator at [CONTACT]. Please note that the Settlement Administrator cannot provide tax advice.

Very Truly Yours,
Phoenix Settlement Administrators