

10c
12/16

FILED
SUPERIOR COURT - STOCKTON

2024 MAY 21 PM 2:04

STEPHANIE DONNER, CLERK

Stephanie Donner
CLERK

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Attorneys for Plaintiffs, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

GILBERT PARAMO and ROSEMARIE
SANTOS, as individuals and on behalf of
all others similarly situated,

Plaintiffs,

vs.

WEEE LOGISTICS INC., a Delaware
corporation; WEEE! INC., a Delaware
corporation; WEEE! LOGISTICS LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0001129

(Assigned to the Honorable Jayne Lee, Dept. 10C)

**SECOND AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 23, 2024
Time: 9:00 a.m.
Dept.: 10C

Complaint Filed: February 9, 2023
Trial Date: None Set

MAY 20 2024

1 Plaintiffs Gilbert Paramo and Rosemarie Santos's (together, "Plaintiffs") application for
2 an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on
3 September 19, 2023, and a hearing was held before this Court on April 23, 2024. Appearances
4 for the Parties were noted on the record.

5 The Court has considered the Joint Stipulation of Class Action Settlement and the
6 Stipulation to Amend Definitions of Settlement Class and PAGA Settlement Group (together,
7 "Settlement Agreement"), and all other papers filed in this action. On May 16, 2024, the Court
8 entered its Order Granting Unopposed Ex Parte Application to Modify Settlement Class
9 Definition.

10 NOW THEREFORE, IT IS HEREBY ORDERED:

11 1. This Court grants preliminary approval of the Settlement Agreement between
12 Plaintiffs and Defendants Weee! Logistics LLC (formerly known as Weee! Logistics, Inc.),
13 Weee! Logistics Inc., Weee! Inc., and Staffing Agencies as identified in Addendum A to the
14 Settlement Agreement¹ (collectively, "Defendants") filed herewith. The Settlement Agreement
15 appears to be fair, adequate, and reasonable to the Settlement Class;

16 2. All defined terms contained herein shall have the same meanings as set forth in
17 the Settlement Agreement;

18 3. The Parties, through their counsel of record in the Litigation, have reached an
19 agreement to settle all claims in the Litigation on behalf of the Settlement Class (as defined
20 below and in the Settlement Agreement) as a whole;

21 4. The Court hereby conditionally certifies the following Settlement Class for
22 settlement purposes only:

23 All current and former non-exempt employees who worked for
24 Defendants in California, including all non-exempt employees who
25 worked for Defendants in California under a contract with one or more
26 Staffing Agencies, during the period of July 26, 2017, through September
27 30, 2022.

28 ¹ The Staffing Agencies as identified in Addendum A to the Settlement Agreement include
Connect Staffing, Inc., MDRN Staffing Inc., Partners Personnel – Management Services, LLC,
and SkillSet Group LLC.

1
2 5. The Court also conditionally certifies the following Waiting Time Penalty Sub-
3 Class for settlement purposes only:

4 All Settlement Class Members whose employment with Defendants
5 ended at any time during the period of July 26, 2018, through September
6 30, 2022.

6 6. Should for whatever reason the settlement not become Final, the fact that the
7 Parties were willing to stipulate to certification of a class as part of the settlement shall have no
8 bearing on, or be admissible in connection with, the Action or the issue of whether a class should
9 be certified in a non-settlement context.

10 7. The Court appoints and designates: (a) Plaintiffs Gilbert Paramo and Rosemarie
11 Santos as the Class Representatives and (b) Larry W. Lee, Max W. Gavron, and Mai Tulyathan
12 of Diversity Law Group, P.C. as Class Counsel for the Settlement Class. Class Counsel is
13 authorized to act on behalf of the Settlement Class with respect to all acts or consents required
14 by, or which may be given, pursuant to the Settlement Agreement, and such other acts
15 reasonably necessary to finalize the Settlement Agreement and its terms. Any Settlement Class
16 Member may enter an appearance through his or her own counsel at such Settlement Class
17 Member's own expense. Any Settlement Class Member who does not enter an appearance or
18 appear on his or her own behalf will be represented by Class Counsel.

19 8. The Court hereby approves the terms and conditions provided for in the
20 Settlement Agreement.

21 9. The Court hereby preliminarily approves the Settlement Agreement and the Gross
22 Settlement Amount of \$2,375,000.00, which is to be distributed as follows: (a) up to \$10,000.00
23 is to be paid to Gilbert Paramo and up to \$10,000.00 is to be paid to Rosemarie Santos as a
24 Service Award, (b) up to \$791,666.67 shall be paid to Class Counsel for attorneys' fees, plus up
25 to \$25,000.00 for reimbursement of litigation costs, (c) up to \$150,000.00 shall be allocated as
26 PAGA penalties (of which 75% (\$112,500.00) shall be paid to the LWDA and 25% (\$37,500.00)
27
28

1 shall be paid to the PAGA Members²), and (d) the Settlement Administrator shall be paid for its
2 fees and costs relating to the settlement administration process which is expected to not exceed
3 \$47,500.00. The Court further hereby preliminarily approves the Net Settlement Amount and the
4 formulas provided in the Settlement Agreement regarding Individual Settlement Payments,
5 Waiting Time Penalty Payments, and Aggrieved Employee PAGA Payments.

6 10. The Court finds that on a preliminary basis the Settlement Agreement appears to
7 be within the range of reasonableness of a settlement, including the amount of the PAGA
8 penalties, Plaintiffs' Service Award, Class Counsel's fees and costs, Settlement Administration
9 Costs, and the allocation of payments to Settlement Class Members, that could ultimately be
10 given final approval by this Court. It appears to the Court on a preliminary basis that the
11 settlement is fair, adequate, and reasonable as to all potential Settlement Class Members when
12 balanced against the probable outcome of further litigation relating to liability and damages
13 issues. It also appears that extensive and costly investigation, research, and court proceedings
14 have been conducted so that counsel for the settling parties are able to reasonably evaluate their
15 respective positions. It appears to the Court that settlement at this time will avoid substantial
16 additional costs by all settling parties, as well as avoid the delay and risks that would be
17 presented by the further prosecution of the Action. It also appears that settlement has been
18 reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

19 11. The Final Approval Hearing shall be held before this Court on December 6, 2024,
20 at 9:00 a.m. in Department 10C of the Superior Court of the State of California, County of San
21 Joaquin to determine all necessary matters concerning the Settlement Agreement, including
22 whether the proposed settlement of the action on the terms and conditions provided for in the
23 Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the
24 Court and whether a Judgment, as provided in the Settlement Agreement, should be entered
25

26
27 ² "PAGA Members" include all current and former non-exempt employees who worked for
28 Defendants in California, including all non-exempt employees who worked for Defendants in
California under a contract with one or more Staffing Agencies, during the time period of June
21, 2020, through September 30, 2022.

1 herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and
2 reimbursement of litigation costs and Plaintiff's service award shall also be held.

3 12. The Court hereby approves, as to form and content, the Notice of Class Action
4 Settlement ("Class Notice") to be sent to Settlement Class Members, which is attached hereto as
5 **Exhibit A**. The Court also approves, as to form and content, the Publication Notice, which is
6 attached hereto as **Exhibit B**, to be published in various publications as provided for in the
7 Settlement Agreement. The Court finds that distribution of the Class Notice to Settlement Class
8 Members, and publication of the Publication Notice to Settlement Class Members, substantially
9 in the manner and forms set forth in the Settlement Agreement and this Order, meets the
10 requirements of due process and shall constitute due and sufficient notice to all parties entitled
11 thereto.

12 13. The Court appoints and designates Phoenix Settlement Administrators as the
13 Settlement Administrator. The Court hereby directs the Settlement Administrator to initiate
14 publication of the approved Publication Notice and provide the approved Class Notice to
15 Settlement Class Members pursuant to the procedures set forth in the Settlement Agreement.

16 14. Any Settlement Class Member may choose to opt out of and be excluded from the
17 settlement as provided in the Settlement Agreement and Class Notice by following the
18 instructions for requesting exclusion. Any person who timely and properly opts out of the
19 settlement will not be bound by the Settlement Agreement or have any right to object, appeal, or
20 comment thereon. Any Request for Exclusion must be in writing and signed by each such
21 Settlement Class Member opting-out and must otherwise comply with the requirements
22 delineated in the Class Notice. Settlement Class Members who have not requested exclusion by
23 submitting a valid and timely exclusion request, by the Response Deadline or Publication
24 Response Deadline, shall be bound by all determinations of the Court, the Settlement Agreement,
25 and Judgment. The Request for Exclusion, however, shall not exclude any PAGA Member from
26 the PAGA Released Claims.

27 15. Each Settlement Class Member who wishes to object to the settlement shall have
28 forty-five (45) calendar days from the initial mailing of the Class Notice (or up to 60 days for re-

1 remailed Notices), within which to return a Notice of Objection to the Settlement Administrator.
2 Each Settlement Class Member who responds to the Publication Notice and who wishes to object
3 to the settlement shall have forty-five (45) calendar days after the Publication Notice stops
4 running to submit a Notice of Objection to the Settlement Administrator. The Notice of
5 Objection must be signed by the Settlement Class Member and include: (1) their full name,
6 signature, address, and telephone number; (2) a written statement of the grounds for their
7 objection; (3) copies of any papers, briefs, or other documents upon which the objection is based,
8 if any; and (4) a statement of whether the objector intends to appear at the Final Approval
9 Hearing. The written objection must be mailed or faxed to the Settlement Administrator at the
10 specified address/facsimile and postmarked/fax-stamped on or before the Response Deadline or
11 Publication Response Deadline.

12 16. The Motion for Final Approval shall be filed by the Class Representatives no later
13 than sixteen (16) court days before the Final Approval Hearing and served in compliance with
14 the Code of Civil Procedure notice of motion requirements.

15 17. Upon funding of the Gross Settlement Amount, all Settlement Class Members and
16 the Class Representative will be deemed to have forever released and discharged the Released
17 Parties from the Released Claims. Additionally, upon funding of the Gross Settlement Amount,
18 PAGA Members and the Class Representatives will be deemed to have released and discharged
19 the Released Parties from the PAGA Released Claims.

20 18. Plaintiffs are ordered to give notice of the Order to the LWDA and to Defendants.

21 19. The Court reserves the right to adjourn or continue the date of the Final Approval
22 Hearing and all dates provided for in the Settlement Agreement without further notice to the
23 Class and retains jurisdiction to consider all further applications arising out of or connected with
24 the Settlement Agreement.

25 **IT IS SO ORDERED.**

26
27 DATED: 5/21/24

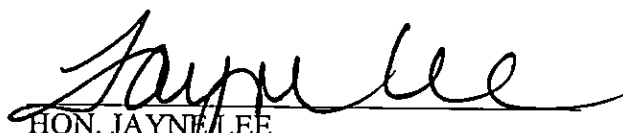

HON. JAYNE LEE
SUPERIOR COURT OF CALIFORNIA

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Gilberto Paramo, et al. v. Weee!, Inc., et al.
San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-1129

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you were employed by Weee! Inc.; Weee! Logistics, Inc.; Weee! Logistics, LLC (collectively "Weee!") in California or worked for Weee! in California through a staffing agency that contracted with Weee! from July 26, 2017 through September 30, 2022, this class action may affect your rights.

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHTS.**

YOUR ESTIMATED TOTAL SETTLEMENT PAYMENT FROM THIS CLASS ACTION

SETTLEMENT IS \$ _____.

According to Weee!'s records, the total number of workweeks that you worked for Weee! in California as a non-exempt employee, between July 26, 2017, through September 30, 2022, is _____. Based on this number, your Individual Settlement Payment is estimated to be \$_____.

According to Weee!'s records, you [are] [are not] eligible for a settlement payment as a member of the Waiting Time Penalty Sub-Class. [Your share as a member of the Waiting Time Penalty Sub-Class is estimated to be \$_____].

According to Weee!'s records, you [are] [are not] eligible for a settlement payment of the California's Private Attorney General Act claims settled in this lawsuit. [The total number of workweeks that you worked for Weee! in California as a non-exempt employee, between June 21, 2020, through September 30, 2022, is _____. Based on this number, your share of the PAGA payment is estimated to be \$_____].

Why should you read this Notice?

A proposed settlement ("Settlement") has been reached in the class action lawsuit styled *Gilbert Paramo, et al. v. Weee!, Inc., et al.*, Superior Court of the State of California, County of San Joaquin, Case Number STK-CV-UOE-2023-1129 ("the "Action").

You received this Notice of Class Action Settlement ("Notice") because Weee!'s records indicate that you are a member of the Settlement Class. Weee!'s records show that you worked as a non-exempt employee for Weee! (directly or through a staffing agency that contracted with Weee!) to perform work in California from July 26, 2017 through September 30, 2022 ("Settlement Period") and therefore, you are a Class Member in the Action. The purpose of this Notice is to describe the Action and the Settlement, and to inform you of your rights and options in connection with the Settlement.

A hearing will be held to determine whether the Settlement is fair, reasonable, and adequate ("Final Approval Hearing"). The Final Approval Hearing will be held on [Date] at [Time] before the Honorable [Name] of the San Joaquin County Superior Court Courthouse, located at [Address].

As a Class Member, you have several options available to you, which are explained in the chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

OPTION #1: DO NOTHING	You need not take any action if you wish to receive your settlement payment. If you choose this option and the settlement is finally approved by the Court, you will automatically be mailed a check for your share of the Settlement at the address on file with the Settlement Administrator. In exchange for the settlement check, you will give up rights to pursue a separate legal action against Weee! and any staffing agencies Weee! contracted with to perform work in California for the same legal claims that are part of this lawsuit (see page ___ for an explanation of the claims you are giving up). If you move, you must notify the Settlement Administrator of your new address.
OPTION #2: EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: [RESPONSE DEADLINE/PUBLICATION RESPONSE DEADLINE]	If you ask to be excluded from the class action settlement, you will <u>not</u> receive a share of the settlement. If you choose to exclude yourself from the Settlement, you will not be paid any money for release of the class claims alleged in the Action, but you will keep any rights you may have to bring your own separate lawsuit against Weee! and any staffing agencies Weee! contracted with to perform work in California for the same legal claims in this lawsuit that are released in this settlement, other than claims for alleged violations of California Private Attorney General Act (PAGA). You cannot ask to be excluded <u>and</u> still get a settlement payment for the class action settlement. Regardless of whether you ask to be excluded from the class action portion of the settlement, you will receive a share of the PAGA settlement and be deemed to have released the PAGA claims referenced in this Notice.
OPTION #3: OBJECT Deadline: [RESPONSE DEADLINE/PUBLICATION RESPONSE DEADLINE]	If you do not agree with the Settlement, you may object to the Settlement according to the instructions described below on page ___. The Court may or may not agree with your objection. If the Court does not agree with your objection, you will still be bound by the terms of the settlement and will receive a settlement payment. This option is only available if you do not exclude yourself from the Settlement. Objecting to the settlement will <u>not</u> exclude you from the settlement.

Who is affected by the Settlement?

The Court has certified the following class ("Class") for settlement purposes: All current and former non-exempt employees who worked for Weee! in California, including all non-exempt employees who worked for Weee! in California under a contract with one or more staffing agencies, during the Settlement Period. According to Weee!'s records, you are a member of the Class (referred to as a "Class Member").

What is this case about?

Plaintiffs Gilbert Paramo and Rosemarie Santos ("Plaintiffs") commenced this Action by filing a complaint on February 9, 2023, in the Superior Court of the State of California, County of San Joaquin. Plaintiffs allege on behalf of themselves and all non-exempt employees of Weee! in California, including those that worked for Weee! through a staffing agency under a contract with Weee!, various claims under the California Labor Code and California Business & Professions Code. Specifically, Plaintiffs allege that Weee! is liable for failure to provide meal and rest breaks or pay premium pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked, pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements,

maintain required payroll records, and indemnify employees for business expenses. Plaintiffs also allege Weee! violated California's Private Attorney General Act of 2004 ("PAGA") based on the same claims.

Weee! denies all liability and are confident that they have strong legal and factual defenses to these claims. Weee! also recognizes the risks and costs associated with litigation. Weee! contends that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

The Court has not found in favor of either Plaintiffs or Weee!, and has not made any ruling on the merits of Plaintiffs' claims or Weee!'s defenses. This Settlement is a compromise reached after good faith, arm's length negotiations between the Parties and is not an admission of liability on the part of Weee!. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe that this Settlement is in the best interests of all Class Members.

What is a class action and who is involved?

In a class action lawsuit, one or more people called a "Class Representative" sues on behalf of other people who have similar claims. The Class Representatives are Plaintiffs Gilbert Paramo and Rosemarie Santos. They and all of the people whose claims are being pursued in the case are called the "Class" or "Class Members." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

Do I have a lawyer in this case?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. The Court has preliminarily approved the law firm of Diversity Law Group to serve as counsel for Plaintiffs and the Class ("Class Counsel"). Class Counsel's contact information is as follows:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Max Gavron
Mai Tulyathan

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Weee! will pay a total amount of Two Million Three Hundred Seventy-Five Thousand Dollars (\$2,375,000.00) (the "Gross Settlement Amount") in order to resolve the claims in the Action. This Gross Settlement Amount includes (1) all individual settlement payments to Class Members who do not opt out of the Settlement ("Participating Class Members"); (2) the amount of \$250,000.00 to be distributed to Class Members who do not opt out of the Settlement and whose employment with Weee! ended at any time between July 26, 2018, through September 30, 2022 ("Waiting Time Penalty Sub-Class Members"), allocated to resolve all claims under Labor Code section 203; (3) up to \$791,666.67 in attorneys' fees and up to \$25,000.00 in litigation costs and expenses incurred in connection with this lawsuit; (4) service awards of up to \$10,000.00 each to the Plaintiffs for undertaking the efforts and prosecuting this lawsuit on behalf of the class; (5) a \$150,000.00 settlement of claims under the PAGA, which includes a \$112,500.00 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and \$37,500.00 to be distributed to non-exempt employees of Weee! in California (directly or through a staffing agency that contracted with Weee! to perform work in California), from June 21, 2020, through September 30, 2022 ("PAGA Members"); (6) up to \$47,500.00 for settlement administration costs to the Settlement Administrator. The Gross Settlement Amount does not include the employer's share of payroll taxes with respect to the portion of the Individual Settlement Payments that is allocated as wage-related damages, which shall be paid separately by Weee!.

After deducting the payments above (to the extent they are approved by the Court), the "Net Settlement Amount" is estimated to be \$1,090,833.33, which will be allocated to Class Members who do not opt out of the Settlement. The Net Settlement Amount shall be used to pay the payments described below.

Settlement Payment Shares to Participating Class Members:

Each Participating Class Member will receive a share of the Net Settlement Amount (called an "Individual Settlement Payment") which, to the extent possible, will be based upon the number of workweeks that he or she worked for Defendants during the Class Period ("Eligible Workweeks"), as follows:

- The Settlement Administrator will divide the Net Settlement Amount by the aggregate number of Eligible Workweeks for all Participating Class Members, resulting in a value for each Eligible Workweek ("Eligible Workweek Value"). The Settlement Administrator will then take the number of Eligible Workweeks worked by each Participating Class Member and multiply it by the Eligible Workweek Value. This calculation will yield the amount of each Participating Class Member's estimated Individual Settlement Payment.

In addition, individuals who are also "PAGA Members," or individuals who worked as non-exempt employees for Weee!, including those who worked for Weee! in California under a contract with one or more staffing agencies, during the period from June 21, 2020 to September 30, 2022 ("PAGA Period"), are entitled to receive a portion of the settlement of PAGA penalties. The Parties have agreed that \$150,000.00 of the Gross Settlement Amount shall be allocated to the settlement of claims under the Labor Code Private Attorneys General Act, which is inclusive of a \$112,500.00 payment to the LWDA. The remaining \$37,500.00 shall be distributed to PAGA Members. Each PAGA Member's share of the PAGA payment ("Aggrieved Employee PAGA Payment") shall be determined as follows:

- The Settlement Administrator will first divide the Aggrieved Employee PAGA Payment by the total number of workweeks worked by PAGA Members during the PAGA Period for all PAGA Members. That value will then be multiplied by the number of workweeks worked by each individual PAGA Member during the PAGA Period. This calculation will yield the amount of each Class Member's estimated payment for releasing the PAGA claims alleged in the Action.

In addition, individuals who are also part of the "Waiting Time Penalty Sub-Class," or Class Members whose employment with Weee! ended at any time during the period of July 26, 2018 through September 30, 2022, shall be entitled to receive a portion of the Waiting Time Penalty Payment. The Parties have agreed that \$250,000.00 of the Gross Settlement Amount will be allocated to resolve claims for waiting time penalties under Labor Code Section 203. Each Participating Waiting Time Penalty Sub-Class Member's share shall be determined as follows:

- The Waiting Time Penalty Payment shall be divided by the total number of Participating Waiting Time Penalty Sub-Class Members and distributed *pro rata*, or proportionally, to Participating Waiting Time Penalty Sub-Class Members. This amount shall be in addition to any Individual Settlement Payment or PAGA Payment.

Your estimated number of workweeks worked during the Class Period and PAGA Period, along with your estimated total settlement payment, which includes your estimated Individual Settlement Payment, your share from the PAGA payment (if eligible), your share from the Waiting Time Penalty Payment (if eligible), are listed on the front page of this Notice.

For tax purposes, each Class Member's Individual Settlement Payment will be allocated as follows: 20% wages, subject to all applicable tax withholdings (the "wage portion"); 80% as non-wage penalties and interest, not subject to payroll tax withholdings. The wage portion of each Individual Settlement Payment will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2. The non-wage portion will be reported on an IRS Form 1099. The employer's share of payroll taxes attributed to the wage portion of Class Member's Individual Settlement Payments will be paid by Weee! separately from and in addition to the Gross Settlement Amount.

Waiting Time Penalty Payments and Aggrieved Employee PAGA Payments will be allocated as 100% penalties and interest, and will not be subject to payroll taxes or withholdings. These payments will be reported on an IRS Form 1099.

If a Class Member fails to cash a check for his or her Individual Settlement Payment within 180 calendar days after the check is issued, the check will be voided and shall be distributed to the Legal Aid at Work.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

If the Court grants final approval of the settlement, you will automatically be mailed a settlement check for your share of the settlement amount. In addition, you will be deemed to have released or waived the "Released Claims" against the "Released Parties" as defined below:

- **Released Claims** is defined as "any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or reasonably could have been alleged in the Action based on the facts alleged in the Action including claims for failure to provide meal and rest breaks, failure to pay for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours worked, pay timely wages during employment, pay all earned and accrued wages to discharged/separated employees, furnish accurate itemized wage statements, maintain required payroll records, and indemnify employees for business expenses in violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, or Business and Professions Code § 17200, *et seq.*, which are premised on the same allegations."
- **Released Parties** includes Weee! and their respective present and former officers, directors, employees, and agents, and all Staffing Agencies engaged by Weee! in California as identified in Plaintiffs' amended letter submitted to the LWDA on January 4, 2023, and their present and former officers, directors, employees, and agents during the period of July 26, 2017, through September 30, 2022.

In addition, regardless of whether you submit a Request for Exclusion, you will be deemed to have released or waived the "PAGA Released Claims" as defined below:

- **PAGA Released Claims** is defined as "any and all federal, state and local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are alleged in the Action, or reasonably could have been alleged in the Action based on the facts alleged in the Action pursuant to the Private Attorneys General Act ("PAGA"), Labor Code §§ 2698-2699.5, which accrued during the PAGA Period, including violations premised on violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802."

What are my options in this matter?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks worked or your eligibility as a PAGA member or Waiting Time Penalty Sub-Class Member as indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position. The Settlement Administrator's address is [Settlement Administrator address]. The Settlement Administrator shall determine the eligibility for, and the amounts of the settlement payment shares, and that determination shall be binding.

If you remain in the Settlement, you will release the Released Claims, as described above.

- **OPTION 2 – EXCLUDE YOURSELF OR OPT OUT FROM THE SETTLEMENT**

You have a right to exclude yourself from (“opt out” of) the Settlement Class, but if you choose to do so, you will not receive any monetary payments from the class action portion of the settlement. You will not be bound by a judgment in this case, and you will keep the right to file your own lawsuit against Weee! for the same claims in this lawsuit in your own separate lawsuit if you wish.

To exclude yourself from the Settlement, you must write to the Settlement Administrator stating that you want to be excluded from the *Gilbert Paramo v. Weee!, Inc.* settlement.

Be sure to include: (a) your name, address, and telephone number; (b) your signature; and (c) a statement that you wish to be excluded from the *Gilbert Paramo v. Weee!, Inc.* settlement. Your letter must be postmarked or fax-stamped no later than [Response Deadline/Publication Response Deadline] and mailed/faxed to the Settlement Administrator at [XXXXXXXXXX].

If you submit a valid and timely request for exclusion, you will no longer be part of the class action portion of the Settlement. You may not object to the Settlement, and will not receive an Individual Payment Amount or a settlement share of the Waiting Time Penalty Payment. However, you will still receive your share of the settlement from the PAGA payment for release of your PAGA Released Claims as described above. If you do not timely submit a valid request for exclusion, you will remain in the Settlement, and you will be bound by the release of the Released Claims and all other Settlement terms.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you believe the Settlement is not fair, reasonable or adequate, you may object to it. To object, you must prepare a written statement of objection to the Settlement Administrator. The written objection must contain: (a) your full name, signature, address, and telephone number, (b) a written statement of the grounds for your objection, (c) copies of any papers, briefs, or other documents upon which your objection is based, if any, and (d) a statement of whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

Your letter must be postmarked or fax-stamped no later than [Response Deadline/Publication Response Deadline] and mailed/faxed to the Settlement Administrator at [XXXXXXXXXX].

If you submit an objection, you will remain eligible for a monetary payment under the Settlement if the Court approves the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. You cannot exclude yourself from the Settlement and submit an objection to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the service payments to the Class Representatives, the settlement administration costs, and the amount allocated to the settlement of PAGA claims on [Date] at [Time] in Department [] of the San Joaquin County Superior Court Courthouse, located at [Address]. At the Final Approval Hearing, the Court will rule on any objections, as well as hear arguments for and against the proposed settlement. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are contained in the Joint Stipulation of Class Action Settlement (“Settlement Agreement”) that is on file with the Court. The pleadings and other records in this matter, including a complete copy of the Settlement Agreement, may be examined during regular

court hours at the Civil Records Department of the San Joaquin Superior Court. Any questions regarding this Notice should be directed to the Class Counsel, whose contact information is listed on page 2 of this Notice.

For more information, you may also call the Settlement Administrator toll-free at [Phone Number].

What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Phone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

ALL INQUIRIES REGARDING THIS SETTLEMENT SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR: [INSERT SETTLEMENT ADMIN INFO] or PLAINTIFF'S ATTORNEYS: Larry W. Lee, Max W. Gavron, and Mai Tulyathan of Diversity Law Group, P.C., 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071, Phone: (213) 488-6555

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
BY ORDER OF THE SAN JOAQUIN SUPERIOR COURT**

EXHIBIT B

**IF YOU WORKED AT WEEE! LOGISTICS INC., WEEE! LOGISTICS LLC and/or
WEEE! INC. IN CALIFORNIA and/or WERE PLACED TO WORK BY A STAFFING
AGENCY AT ANY OF THOSE COMPANIES IN CALIFORNIA AT ANY TIME
BETWEEN JULY 26, 2017, THROUGH SEPTEMBER 30, 2022, YOU COULD RECEIVE
A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT**

If you worked at Weee! Logistics Inc., Weee! Logistics LLC, and/or Weee! Inc. ("Defendants") in California, and/or were placed to work at Defendants through a staffing agency in California at any time between July 26, 2017, through September 30, 2022, you may be a class member in *Paramo et al v. WEEE LOGISTICS INC., et al.*, San Joaquin Superior Court case number STK-CV-UOE-2023-0001129. A class action settlement has been reached in this case ("Weee! Class Action Settlement") and if you would like to receive payment for release of your claims, please call the Settlement Administrator at **800-523-5773** immediately to receive more information about this settlement. To receive payment from this settlement, you must provide verification to the Settlement Administrator including your name, address, dates of employment, and the last four digits of your social security number by **[DATE]**. You may also submit your information for verification at this website: **[bold font website URL]**. To verify your status, please contact the Settlement Administrator listed below. If you believe you are a class member and do not want to release claims against Defendants, you must submit a letter requesting exclusion from the settlement by **[DATE]**. More information regarding the proposed settlement may be found at the website above.

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

STATE OF CALIFORNIA]
COUNTY OF LOS ANGELES]ss.
]

On May 20, 2024, I served the following document(s) described as: **SECOND AMENDED [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows: