Roman Shkodnik, Esq. (SBN 285152)
Mason Doidge, Esq. (SBN 352604)
Enoch J. Kim, Esq. (SBN 261146)
Bradford Smith, Esq. (SBN 345879)
**D.LAW, INC.**
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465 / Fax: (818) 962-6469
Emails: R.Shkodnik@d.law, M.Doidge@d.law, E.Kim@d.law, B.Smith@d.law

Attorneys for Plaintiff ANTHONY MEDINA, on behalf of himself and others similarly

[*Additional counsel listed on subsequent page*]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SUTTER**

| | |
|---|---|
| ANTHONY MEDINA and MARIO ALEJANDRO ZAVALA, on behalf of themselves and all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>PAPERBOARD PACKAGING CORPORATION, an Idaho corporation; PAPERBOARD PACKAGING CORP, an entity of unknown form; AMCOR FLEXIBLES NORTH AMERICA, INC., a Missouri corporation; AMCOR, an entity of unknown form; and DOES 1 through 50, inclusive,<br><br>Defendants. | **CLASS ACTION**<br><br>Case No. CVCS24-0002240<br><br>Assigned for All Purposes To:<br>Honorable Tahmina Morrow<br><br>**DECLARATION OF ENOCH J. KIM IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**<br><br>Hearing Information:<br>Date: January 11, 2027<br>Time: 9:00 a.m.<br><br>Action filed: September 20, 2024<br>FAC Filed: January 19, 2026<br>Trial date: None Set |

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Charlotte Mikat-Stevens (SBN 327047)
E-mail: cmikat-stevens@moonlawgroup.com
**MOON LAW GROUP, PC**
725 S. Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff MARIO ALEJANDRO ZAVALA,
on behalf of himself and others similarly situated

**DECLARATION OF ENOCH J. KIM**

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D.Law, Inc. and counsel for Plaintiffs Anthony Medina and Mario Alejandro Zavala ("Plaintiffs"), on behalf of themselves and all other similarly situated employees of Defendants Paperboard Packaging Corporation, Paperboard Packaging Corp, Amcor Flexibles North America, Inc., and Amcor ("Defendants") (Plaintiff and Defendants are collectively referred to herein as "the Parties"). All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Parties' Class and PAGA Settlement Agreement ("Motion"). A true and correct copy of the Parties' Class and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") is attached hereto as **Exhibit 1**.

**Procedural History**

3. Plaintiffs worked as an hourly non-exempt employee for Defendants and seeks to represent approximately 189 current and former California non-exempt, hourly-paid employees who worked for Defendants in the state of California at any time during the Class Period.

4. On September 20, 2024, Plaintiff Anthony Medina commenced the Action by filing a putative class action Complaint against Defendants alleging wage and hour violations of the California Labor Code.

5. On August 17, 2025, Plaintiff Mario Alejandro Zavala submitted a PAGA notice (LWDA-CM-1119230-25) to the Labor and Workforce Development Agency ("LWDA"). On January 14, 2026, Plaintiff Mario Alejandro Zavala, submit an amended letter to the LWDA and the Defendants adding additional PAGA representative claims. A true and correct copy of the PAGA notice and amended PAGA notice is attached to the Declaration of Kane Moon as **Exhibit 1**.

6. On January 14, 2026, Plaintiffs filed a First Amended Complaint adding Plaintiff Mario

Alejandro Zavala and additional causes of action and allegations against Defendants. The First Amended Complaint is the operative complaint in the Action. ("Operative Complaint"). The Operative Complaint includes the following causes of action against Defendants: (1) Failure to Pay Minimum Wages Under Labor Code §§ 204, 1194, 1194.2, and 1197; (2) Failure to Pay Wages and Overtime Under Labor Code §§ 510, 1194, and 1198; (3) Rest-Break Liability Under Labor Code § 226.7; (4) Failure to Pay Vacation Wages under Labor Code § 227.3; (5) Failure to Pay Sick Pay Provide Sick Leave, and Supplemental Paid Sick Leave under Labor Code §§ 245-248.5; (6) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (7) Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5; (8) Failure to Timely Pay Final Wages under Labor Code §§ 201, 202, 203; (9) Violation of Business & Professions Code §§ 17200 *et seq*; (10) Meal-Period Liability Under Labor Code §§ 226.7 and 512; (11) Failure to Indemnify Necessary Business Expenses Under Labor Code §§ 2800 and 2802; (12) Failure to Timely Pay All Wages During Employment under Labor Code § 204; (13) Unfair Business Practices; and (14) Penalties Pursuant to Labor Code §§ 2699, *et seq*.

7. Plaintiffs contend that Defendants violated California's wage and hour laws by failing to pay all wages owed, including minimum, regular, overtime, double-time and other wages; failing to provide compliant meal periods and/or meal period premium pay; failing to authorize and permit compliant rest breaks and/or rest break premium pay; failing to pay for all time worked, including due to alleged off-the-clock; failing to pay wages at the correct regular rate of pay; failing to pay timely wages upon separation from employment; failing to provide accurate and/or itemized wage statements; failing to maintain records; failing to produce requested records; failing to reimburse business expenses; and violating Cal. Bus. & Prof. Code section 17200 *et seq*.

**Investigation**

8. Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between Class Counsel and Plaintiffs, in addition to the above-described research into the various legal issues involved in the case. After filing the

lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiffs' personnel file and other documentation; (4) interviewing Plaintiffs regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendants, including consulting experts; and (7) reviewing information provided by Defendants in response to informal discovery and in advance of the mediation.

9. Defendants, for its part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. After analyzing the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via mediation. Given the high level of risk present for both sides, the Parties elected to mediate Plaintiff's claims and attempt settlement.

**Settlement Efforts**

10. On October 8, 2025, the Parties attended an all-day mediation session with Gail A. Glick, Esq., an experienced litigator and mediator in the field of wage and hour class actions. Counsel for Plaintiffs and Defendants discussed all aspects of the case, including the risks of continued litigation and the risks to all parties of proceeding with a class certification motion, as well as the merits of the primary claims in this case. The Parties reached a resolution at mediation. The Parties continued to work together on a long-form Settlement Agreement following mediation, which resulted in the Settlement Agreement before the Court for approval.

11. From Class Counsel's review of the facts, strengths, and weaknesses of the case and the risks and delays posed by further litigation, Class Counsel believes that the recovery for each Class Member is fair and reasonable. Further, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

**Summary of the Settlement**

12. Under the terms of the proposed Settlement Agreement, Defendants have agreed to pay $625,000.00 ("**Gross Settlement Amount**") on a non-reversionary basis. (Exhibit 1, Settlement Agreement, ¶ 3.1.) In addition to and separate from the Gross Settlement Amount, Defendants will pay the employer's portion of any payroll taxes on the wage allocation portion of the individual settlement payments to Class Members. The Settlement Agreement defines the "Class" as all current and former non-exempt, hourly-paid employees who worked for Defendants in the state of California at any time during the Class Period (i.e. September 20, 2020, to the later of December 31, 2025 or the date of preliminary approval of the settlement). (Exhibit 1, Settlement Agreement, ¶ 1.5, 1.12.) The Settlement Agreement also defines "Aggrieved Employee" as all current and former non-exempt, hourly-paid employees who worked for Defendants in the state of California at any time during the PAGA Period (i.e. August 17, 2024, through the later of December 31, 2025 or the date of preliminary approval of the settlement). (Exhibit 1, Settlement Agreement, ¶ 1.4, 1.30) The "Net Settlement Amount" available for distribution to Class Members is the Gross Settlement Amount less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. (Exhibit 1, Settlement Agreement, ¶ 1.28.) These amounts are detailed as follows:

- Class Counsel's Fees and Litigation Expenses Payment: Up to one-third of the Gross Settlement Amount, or **$208,333.33**, to Class Counsel as attorneys' fees for the litigation and resolution of this Action and actual costs incurred in this Action, currently estimated not to exceed $25,000.00. (Exhibit 1, Settlement Agreement, ¶ 3.2.2);
- Class Representative Service Payment to the Named Plaintiffs: Up to **$7,500.00** to each Plaintiff ($15,000.00 total) as a payment for their service as the Class Representatives (Exhibit 1, Settlement Agreement, ¶ 3.2.1);
- Administration Expense Payment: A not-to-exceed amount of **$9,000.00** to the Administrator for its costs of administration of the Settlement (Exhibit 1, Settlement

Agreement, ¶ 3.2.3);

- PAGA Payment: **$62,500.00** for settlement of claims for civil penalties under PAGA, with 35% ($21,875.00) allocated to the Aggrieved Employees ("Individual PAGA Payments") and 65% ($40,625.00) allocated to the LWDA ("LWDA PAGA Payment") (Exhibit 1, Settlement Agreement, ¶ 3.2.4.3).

13. If the Court approves the above allocations from the Gross Settlement Amount, the Net Settlement Amount ("NSA") is estimated to be **$305,166.67**. The "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. (Exhibit 1, Settlement Agreement, ¶ 1.23.) Each Participating Class Member's "Individual Class Payment" shall be calculated by the Administrator using the following formula: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Exhibit 1, Settlement Agreement, ¶ 3.2.4.) For the approximately 189 Class Members (if no exclusions), the average Gross Individual Settlement Payment, using a straight average, is $1,614.64.

14. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (Exhibit 1, Settlement Agreement, ¶ 4.2.) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice. (Exhibit 1, Settlement Agreement, ¶ 7.4.2.) The Class Notice includes a summary of the case and settlement terms and provides Class Members with detailed instructions on how to exclude themselves, object to the settlement, and dispute the number of workweeks and/or pay periods attributed to each Class Member per Defendants' records. (Exhibit 1, Exhibit A, Class Notice). Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. (Exhibit 1, Settlement Agreement, ¶ 7.4.3.)

If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. (*Id.*) The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (*Id.*) Class Members who want to opt out must timely submit a signed and dated written request to be excluded from the class portion of the Settlement to the Administrator ("Request for Exclusion"). Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (i.e., 60 days after the Administrator mails the Class Notice). (Exhibit 1, Settlement Agreement, ¶ 1.41, 7.5.1.) The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. (Exhibit 1, Settlement Agreement, ¶ 7.1.) The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. (*Id.*) Apex has experience administering class action and PAGA settlements, has procedures in place to protect the security of class data, adequate insurance in the event of a data breach or defalcation of funds, and is qualified to administer the Settlement. (*See* Declaration of Kimberly Sutherland, which also includes a breakdown of the anticipated costs of notice to the class.) In addition, Apex will have a website for Class Members to review and reference for details regarding the Final Approval Hearing and any Final Approval Order and Judgement. If the Court grants final approval of the Settlement, a copy of the Final Approval Order and Judgment will be posted on this website for Class Members to review. The website will be provided to Class Members in the Class Notice that is mailed to them.

**Certification for Settlement Purposes Only is Appropriate**

15. Plaintiffs allege that the proposed Class satisfies the criteria for certification of a settlement class under California law, as embodied in California Code of Civil Procedure § 382.

Defendants have agreed to the conditional certification of the class for settlement purposes only. Defendants do not concede that certification is appropriate outside of this Settlement and preserves all rights to oppose certification if, for any reason, the Settlement does not become effective. In general, courts may take a proposed settlement into account in evaluating the propriety of class certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a "lesser standard" of scrutiny applies in certifying classes for settlement purposes. *Id*. Therefore, the Court should take into consideration the fact that the Parties have settled their claims and stipulated to certification for settlement purposes when assessing whether the Settlement is fair and reasonable.

16. Numerosity and Ascertainability. The putative Class is so numerous that joinder of all members is impractical. Class Members are all current and former non-exempt, hourly-paid employees who worked for Defendants in the state of California at any time during the Class Period, which is from September 20, 2020, through the later of December 31, 2025 or the date of preliminary approval of the settlement. Defendants have identified 189 Class Members based on a review of its payroll and personnel records. Thus, the requirements of numerosity and ascertainability are met here.

17. Well-Defined Community of Interest. Plaintiffs contend, and Defendants do not dispute for settlement purposes only, that common issues of fact and law predominate as to each of the claims alleged by Plaintiffs, and the Class is united in its proof. This action involves, *inter alia*, a determination about Defendants' alleged failure to pay all wages owed, including minimum, regular, overtime, double-time and other wages; failure to provide compliant meal periods and/or meal period premium pay; failure to authorize and permit compliant rest breaks and/or rest break premium pay; failure to pay sick pay; failure to pay timely wages upon separation from employment; failure to provide accurate and/or itemized wage statements; failure to maintain records; and failure to reimburse business expenses. Plaintiffs contend Defendants' practices affected Class Members in the same way and presents questions that are suitable for common adjudication because all Class Members were subject to the same employment policies and practices. The outcome of litigation in this matter depends upon

questions that are common to Class Members.

18. Typicality. The class representative's claims are typical when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative Class Members and if their claims rest on the same legal theories. Here, Plaintiffs alleges that his claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. Plaintiffs and Class Members were employed by Defendants during the Class Period and were subject to the allegedly unlawful meal and rest policies and pay practices at issue in this litigation. Thus, the typicality requirement is satisfied.

19. Adequacy. Plaintiffs' interests are aligned with those of the Class Members, as they have suffered the same injuries as the Class Members and have no conflicts of interest. Furthermore, as set forth below, Class Counsel are experienced in wage-and-hour litigation, especially class actions, and have zealously represented the interests of the class in litigating this case and have no conflicts of interest with the Class. Accordingly, the adequacy requirement is satisfied.

20. Predominance and Superiority. Plaintiffs contend that individualized issues do not predominate over the issues of law and fact that are common to the Class as a whole. As explained, *supra*, Plaintiffs allege there are common issues of law and fact given that Plaintiffs and all Class Members were subjected to the same policies and pay practices during the relevant time period. Plaintiffs and Class Members seek meal and rest premiums, unpaid wages and overtime, and penalties for work performed as non-exempt employees for Defendants. Plaintiffs allege that these issues are suitable for common adjudication because all Class Members were allegedly subject to the same employment policies, and Plaintiffs contend the practices applied uniformly to all Class Members.

21. Plaintiffs contend that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy as there is little interest or incentive for Class Members to individually control the prosecution of separate actions. Although the alleged injury resulting from Defendants' policies and practices are allegedly real and significant, the cost of individually litigating each such case against Defendants would easily exceed the value of

any relief that could be obtained by any one Class Member individually. If Class Members are forced to litigate their claims individually this would result in 189 individual actions against Defendants. Here, the alternative methods of resolution are individual suits for relatively small amounts. Hence, an individual suit would prove uneconomical for potential Plaintiffs because litigation costs would dwarf a potential recovery.

**The Settlement is Fair, Adequate, and Reasonable**

22. In deciding whether to approve a proposed class action settlement, the Court must find that a proposed settlement is "fair, adequate, and reasonable" and falls within the "range of approval." *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such as "the strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the Class Members to the proposed settlement." *Id.* The Settlement satisfies all of these requirements.

**A. The Settlement is the Result of Serious, Informed, Non-Collusive Negotiations.**

23. The proposed settlement was reached as a result of arm's length negotiations after the completion of pertinent discovery and the exchange of necessary Class Information. The negotiations have been, at all times, adversarial and non-collusive in nature. *See*, 4 Newberg on Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation, "a court will presume that a proposed class action settlement is fair when certain factors are present, particularly evidence that the settlement is the product of arms-length negotiation, untainted by collusion."). Although Plaintiffs steadfastly maintain that their claims are meritorious, Plaintiffs acknowledge that there were substantial risks and uncertainty in proceeding with litigation. As described below, Defendants presented multiple defenses to Plaintiffs' claims, both on the merits and with respect to class certification. Thus, while Plaintiffs were prepared to litigate these claims through class certification, and ultimately trial, success was far from certain. Assistance from a skilled mediator ensured that negotiations were non-collusive and well-informed.

**B. Extent of Discovery and Stage of Proceedings.**

24. As stated above, the Parties engaged in substantial informal discovery before the Settlement was reached to allow them to fully evaluate the class claims and Defendants' defenses. This litigation has reached the stage where the Parties have a clear view of their respective strengths and weaknesses.

**C. Strength of Plaintiffs' Case and the Risk, Expense, Complexity, and Likely Duration of Any Litigation.**

25. Plaintiffs' claims are based on Defendants' alleged failure to pay all wages owed, including minimum, regular, overtime, double-time and other wages; failure to provide compliant meal periods and/or meal period premium pay; failure to authorize and permit compliant rest breaks and/or rest break premium pay; failure to pay sick pay; failure to pay wages at the correct regular rate of pay; failure to pay timely wages upon separation from employment; failure to provide accurate and/or itemized wage statements; failure to maintain records; and failure to reimburse business expenses.

26. Plaintiffs allege that Defendants failed to pay Plaintiffs and Class Members at least minimum wages for all hours worked and proper overtime wages for hours worked in excess of eight hours in a day and 40 hours in a week. Specifically, Plaintiffs allege that Defendants required Plaintiffs and Class Members to perform work prior to clocking in, including completing COVID screenings and tests. Plaintiffs also allege that Defendants paid bonuses to Class Members but failed to incorporate the bonuses into the regular rate when paying sick pay, premium payments, vacation pay, and overtime.

27. Defendants contend that they did not require off the clock work, paid for all reported hours worked, that Class Members were instructed and required to record all hours worked. Defendants also contend that any alleged off the clock work was performed without Defendants' knowledge and was de minimis, and that they paid wages at the proper rates. Defendants also argued that given its written policies and practices, any unrecorded hours are likely subject to individualized inquiry and unlikely to be certified. Defendants contend that any bonuses paid were discretionary in nature and not required to be included in the regular rate of pay. Given the difficulty in certifying this claim, Class Counsel applied a significant discount to

damages based on this theory.

28. Plaintiffs also allege that Defendants failed to provide Plaintiffs and Class Members with compliant meal periods as required under the Labor Code. For example, Plaintiffs alleged that Class Members were unable to take timely and uninterrupted meal periods due to Defendant's job requirements.

29. Defendants contend that Class Members were given a reasonable opportunity to take their meal periods and that any deviations were at the voluntary election of Class Members. Moreover, when compliant meal periods were not provided, Defendants contend that it provided premium pay to Class Members as reflected in their time and pay records. Defendants further contend that the meal break claim requires individualized inquiries which would preclude class certification. If Defendants' contentions prevail in trial, the likely outcome would be no recovery for the Class Members on the meal break claim.

30. Plaintiffs also contend that Defendants did not provide Class Members with compliant paid 10-minute rest breaks for every four hours or major fraction thereof. Specifically, Plaintiffs alleges that Defendants required Class Members to work through their rest breaks and prohibited Plaintiffs and Class Members from leaving the premises during their rest breaks and that Defendant did not pay rest period premiums.

31. Defendants maintain that they did provide a reasonable opportunity for Class Members to take duty-free rest breaks during their shifts and dispute all allegations that rest breaks were not provided. Defendants contend that there were no restrictions on where Class Members can go or what they can do during their rest breaks. Considering that unlike meal periods, rest breaks need not be recorded, these violations would likely be difficult to prove at trial and potentially depress the damages ultimately awarded. Therefore, Class Counsel applied significant and appropriate discounts to the rest break claim.

32. Additionally, Plaintiffs allege that Defendants required Plaintiffs and Class Members to incur certain expenses for their jobs with Defendants without reimbursement from Defendants. Defendants contend that they reimbursed any business expenses incurred by employees pursuant to their reimbursement policy and that any expenses incurred by Class

Members were not required to be reimbursed under the law.

33. As for the wage statement and waiting time penalties claims, Plaintiffs allege that Defendants consistently failed to provide Class Members with accurate and itemized wage statements and all wages due to Class Members upon termination of their employment with Defendants. Defendants contend that these claims are merely derivative of the underlying claims and that Plaintiffs and Class Members would be unable to first establish liability for the underlying claims for the reasons described above. Defendants further contends that even if they could first establish liability for the underlying claims, Plaintiffs and Class Members would be unable to establish that Defendants' conduct was willful and knowing as required by the relevant statutes since Defendants acted in good faith to provide accurate wage statements and pay all wages due to Plaintiffs and Class Members. Thus, Defendants contend that the wage statement and waiting time penalties claims to have little to no value.

34. Further, Defendants contend that the PAGA claim is also derivative of the underlying claims in the Action and ultimately fails because the underlying claims have no merit. Defendants also contend that even if Plaintiffs and Class Members could establish Labor Code violations, the Court has the discretion to award less than the maximum civil penalty amount and would award substantially less civil penalties here because Defendants acted in good faith to comply with the relevant wage and hour laws and any violations were minor and technical in nature.

35. Defendants generally deny all claims alleged in the Action and further denies class and/or representative treatment is appropriate for any purpose other than this Settlement and that it complied with all applicable laws. However, Defendants have concluded that further litigation would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions herein.

36. As stated above, while Plaintiffs and Class Counsel contend the claims asserted in the Action have merit, they also acknowledge the expense, delay, and risks of continued litigation. Although the Parties engaged in significant informal discovery in advance of mediation, the Parties still had significant discovery to complete had the matter not settled. This

would have required the expenditure of substantial time and resources by both Parties that would have very likely spanned several years. Even if Plaintiffs were to certify the classes, the Parties would incur considerably more attorney fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

**D. The Risk of Maintaining Class Action Status Through Trial.**

37. Plaintiffs have not yet filed their motion for class certification, and as such, the extent to which Plaintiffs' proposed classes were certifiable is somewhat speculative. Absent a settlement, there was a risk that there would not be a certified class at the time of trial, or if there were, it could consist of a significantly smaller group of employees than the proposed Class, resulting in less overall recovery.

38. Finally, in class actions, decertification is always a possibility, and there is always a risk that a trial of this magnitude can become unmanageable. Cases like *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal. 4th 1, 34 address the complexity of using statistical samples in class actions and demonstrate that decertification is a real risk that Class Counsel must consider. A class trial would have also required expert witnesses, the accrual of extensive litigation costs, and the commitment of extensive further time and financial resources. Finally, given the complexity and unsettled nature of the issues, it is somewhat likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class Members who have already waited years for resolution in this matter. Risk and legal uncertainty must be dealt with in any litigation, and this Settlement was the product of compromise accounting for those risks and that uncertainty.

**E. The Presence of a Governmental Participant.**

39. Class Counsel will be submitting the Settlement Agreement and this Motion to the LWDA concurrently with the filing of this Motion pursuant to Labor Code § 2699(l)(2).

**F. The Amount Offered in Settlement is Fair Given the Potential Value of the Claims.**

40. Because the class consists of numerous employees, it was unlikely that the potential monetary claims of individual Class Members would have proved viable without the class-action mechanism. The Settlement Agreement should be approved in light of two

California appellate decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

41. The strength of the Plaintiff's case in light of the settlement amount is deemed by courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 799 (citing *Kullar*). Summary calculations for estimated liability for each of the primary claims in this case are below.

Failure to Pay Minimum and Overtime Wages:

42. Plaintiffs allege that Defendants failed to pay Plaintiffs and Class Members at least minimum wages for all hours worked and proper overtime wages for hours worked in excess of eight hours in a day and 40 hours in a week.

43. Class Counsel's expert estimated Defendants' maximum exposure on the unpaid wages due to off the clock work attributable to overtime to be approximately $451,748.72 (assuming 10 minutes of off the clock work per shift and 100% of off the clock hours attributable to overtime). However, given Defendants' defenses and the potential hurdles facing certification of off-the-clock claims, Class Counsel applied a 70% discount making for an adjusted realistic exposure of **$135,524.62** for Defendants.

Meal Periods and Rest Breaks:

44. Plaintiffs allege that Defendants had a common practice and policy of denying compliant meal periods.

45. For each meal period missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period, an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as "premium pay." To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes his or her meal periods. See Wage Order 4-2001(7)(A)(3). Plaintiffs allege that Defendants failed to pay the legally required premium at their regular rate of pay whenever meal periods were missed, interrupted, or late.

46. Class Counsel's expert estimated Defendants' maximum exposure on the meal

period claim at approximately $903,938.38. However, given Defendants' defenses and the potential hurdles facing certification of the meal break claim, Class Counsel applied a 70% discount making for an adjusted realistic exposure of **$**271,181.51 for Defendants.

47. Rest Breaks: Plaintiffs contend that Defendants did not provide Class Members with timely paid 10-minute rest breaks for every four hours or major fraction thereof.

48. Class Counsel's expert estimated Defendants' maximum liability exposure on the rest break period claim at approximately $1,355,907.57 assuming a 75% violation rate. However, given Defendants' contentions and the difficulties facing certification of rest break claims, Class Counsel applied a 90% discount making for an adjusted realistic exposure of **$**135,590.75 for Defendants. Owing to the arguments above and the fact that the recording of rest periods is not required, this claim was substantially discounted.

Inaccurate Wage Statement Violations:

49. Under Labor Code § 226(a), Plaintiffs and the Class are entitled to recover $50 for initial violations for inaccurate wage statements and $100 for subsequent violations, up to a maximum of $4,000 per employee.

50. Class Counsel's expert estimated Defendants' maximum total exposure on the section 226 claim at approximately $538,500.00 (assuming $50/$100 for initial and subsequent violations and a maximum of $4,000 per employee). After considering Defendants' contentions and the potential class certification issues as well as the derivative nature of this claim, Class Counsel discounted this amount by 90% to get an adjusted realistic exposure of **$**53,850.00**.**

Failure to Pay Final Wages at Termination or Separation:

51. In allegedly failing to pay Class Members their minimum wages, overtime wages, and premium pay for deficiently provided meal periods and rest breaks, all discussed above, Plaintiffs allege that Defendants willfully failed to pay Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as required under Labor Code § 203.

52. Section 203 further provides that if an employer willfully fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages will

continue as a penalty until paid for a period of up to 30 days from the date they were due. Because Class Members stopped working for Defendants but were allegedly not paid their full compensation for the reasons discussed above, Class Members did not receive all wages due upon termination of employment.

53. Class Counsel estimated Defendants' maximum total exposure on the section 203 claim at approximately $126,847.35 (21 terminated employees during the relevant period x 30 days x average hourly rate per year x 9.3 hours per workday). Given the foregoing arguments, Class Counsel discounted this amount by 90% to get an adjusted realistic exposure of **$**12,684.73.

Failure to Reimburse for Necessary Business Expenditures:

54. Under Labor Code § 2802(a) Defendants must indemnify Plaintiffs and Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties. As discussed above, Plaintiffs allege that Plaintiffs and Class Members incurred necessary expenditures in the performance of their job duties for Defendants. Defendants contend that they had an expense reimbursement policy and did reimburse Plaintiff and Class Members for any business expenses incurred pursuant to their policy.

55. Plaintiffs estimated Defendants' maximum exposure on the unreimbursed business expenses claim at approximately $509,175.00 ($50 per pay period). However, given Defendants' reimbursement policy and the potential for the need for individualized inquiries making class certification of this claim difficult, Class Counsel applied a 90% discount to get an adjusted realistic exposure of **$50,917.50**.

PAGA Penalties:

56. The Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq*., allows Plaintiffs to obtain civil penalties on behalf of himself and other aggrieved employees for Defendants' violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one ($100) for each aggrieved employee per pay period for the initial violation and two hundred

dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), sixty-five percent (65%) of the penalties recovered must be allocated to the Labor and Workforce Development Agency (LWDA), with the remaining thirty-five percent (35%) allocated to the affected employees. The limitations period for all penalties is one year prior to the filing of the complaint.

57. The provisions of the Labor Code potentially triggering PAGA penalties in this case include but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245 et seq., 246, 248.5, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2698, and 2699, *et seq*. PAGA penalties are not mandatory and are instead permissive. Labor Code § 2699(e)(2) states that "a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision). Defendants contested Plaintiffs' claim for PAGA penalties.

58. PAGA penalties are also derivative of each and every other claim, and Defendants argued the PAGA claims would be subject to the same defenses as the underlying claims, and as well as additional equitable defenses, including substantial compliance. Finally, under *Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157, Defendants asserted that penalties under PAGA could, at best, be awarded only at the rates obtainable for initial violations under the applicable statutes, because Defendants have never been notified of the alleged violations. *Id.* at 1208-1209.

59. Plaintiffs estimated Defendants' total exposure on the PAGA claim at approximately $272,200.00 (2,722 PAGA Pay Periods x $100). However, Class Counsel also estimated any PAGA recovery would be substantially reduced and applied a discount of 70% in light of the countervailing arguments with regard to the other causes of action and the Court's power to award "a lesser amount than the maximum civil liability" to get a realistic exposure of $81,660.00. The PAGA allocation agreed upon by the Parties therefore was **$62,500.00**, subject to the Court's final approval. 65% of that amount ($40,625.00) will be paid to the LWDA out of

the Gross Settlement Amount, and the remaining 35% ($21,875.00) will remain in the PAGA Settlement Fund for distribution to the Aggrieved Employees.

Unfair Business Practices

60. Plaintiffs pled this cause of action to augment their other causes of action and aid in their prosecution. Business & Professions Code § 17208 extends the statute of limitations on Plaintiffs' wage claims, which qualify as unfair business practices, to four years rather than the three years provided by statute.

**Summary**

61. The foregoing discussion establishes the adequacy of the Settlement amount in light of the merits of Plaintiffs' case and establishes the fairness of the class-action settlement in the instant case, including by analyzing it in light of the *Clark* and *Kullar* decisions. It does so by explaining the legal basis for each of Plaintiffs' causes of action, summarizing the evidence that Class Counsel gathered in support of those causes of action, and relating to Defendants' legal and factual arguments that worked to detract from the strength of Plaintiffs' case.

62. Class Counsel applied reasonable and justified discounts, considering the facts and legal contexts outlined above. These substantial discounts were necessary in light of Defendants' contentions and denial of liability. This Settlement, like most others, was the product of compromise. As addressed above, Plaintiffs estimated that Defendants faced approximately $741,409.13 in total realistic exposure on Plaintiffs' main claims. The Gross Settlement Amount of $625,000.00 therefore represents a recovery for the Class Members of approximately 84% of the total realistic exposure Plaintiffs estimated Defendants could face on these class-wide claims. Class Counsel submits that this is an optimal result for the Class in light of all of the factors described above.

**Class Counsel Fees Payment is Fair and Reasonable**

63. Under the Settlement, Class Counsel requests, without opposition from Defendants, an award of $208,333.33 for attorneys' fees and reasonable expenses incurred to prosecute the Action. This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in

the first place as they will not receive any compensation for their efforts until recovery is obtained for the Class. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to Class Members, communicating with Class Members regarding their claims, and assisting in the administration of the Settlement if it is preliminarily approved. The requested fee is reasonable for the services provided to Class Members and for the benefits they are to receive.

**Class Representative Service Payments are Fair and Reasonable**

64. Plaintiffs are entitled to a reasonable service payment for their efforts and initiatives in bringing and helping to prosecute this action. Plaintiffs spent significant time better apprising themselves of their rights, deciding whether remedial action should be taken and how it should be taken, searching for attorneys, and communicating with Class Counsel. Plaintiffs were consistently communicative with counsel and were responsive to Class Counsel's requests for information for discovery, documentation, and meetings.

65. Both before and after the filing of this lawsuit, Plaintiffs conferred with Class Counsel to discuss every aspect of their case.

66. In agreeing to be the named plaintiffs in this litigation, Plaintiffs accepted a number of risks. For example, Plaintiffs accepted the potential risk of being liable for Defendants' costs and potentially the company's fees if the lawsuit was unsuccessful. Further, Plaintiffs risked the potential stigma of being a class representative in a class action labor dispute, which may affect their future employability.

67. Plaintiffs secured a benefit for the Class worth $625,000.00. The total amount which Plaintiffs are requesting as service payments constitute only 2.4% of the total settlement amount. In light of the foregoing, Class Counsel believes that the $7,500.00 service payments to the Class Representatives are fair and reasonable.

**Proposed Class Notice Provides Adequate Notice**

68. The notification procedure set out in the Settlement Agreement provides the greatest likelihood that each and every Class Member will receive the Class Notice, attached to the

Settlement as Exhibit A. Under the Settlement, not later than 20 days after "after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice. (Exhibit 1, Settlement Agreement, ¶ 4.2, 7.4.2) The Class Notice includes a summary of the case and settlement terms and provides Class Members with detailed instructions on how to exclude themselves, object to the settlement, and dispute the number of workweeks and/or pay periods attributed to each Class Member per Defendants' records. (Exhibit A, Class Notice). Class Members who want to opt out must timely submit a signed and dated written request to be excluded from the class portion of the Settlement to the Administrator ("Opt-Out Request"). Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (i.e., 60 days after the Administrator mails the Class Notice). (Exhibit 1, Settlement Agreement, ¶ 1.41, 7.5.1.) A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. (*Id.*) To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. (*Id.*) This is the best and most practicable way to ensure the greatest possible number of Class Members will receive the Notice.

69. The settlement agreement does not impose any affirmative duties on Participating Class Members. No claim form is required to participate in the Settlement. Individuals who wish to opt out or object may do so. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the claims involved, the terms of the settlement, and their options thereunder. (Exhibit 1, Settlement Agreement, Exhibit A, Class Notice). It provides for a specific procedure to seek exclusion from the Class, disputing payments and Class Information, challenging workweek and pay period data, and lodging objections to the settlement. (*Id.*) In the

Class Notice, Class Members will also receive Class Counsel's contact information so they can speak to attorneys conversant with the legal and factual issues involved in this case, as well as the contact information for the Administrator. The efforts taken to ensure that Class Members receive the Class Notice and are well informed about the settlement are reasonable and provide the best notice practicable under the facts.

**Qualifications and Adequacy of Class Counsel**

70. D.Law prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as Plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

71. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiffs and the putative Class and Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing Plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

72. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.*

(Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc*. (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), T*erry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), B*arajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior

Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

73. I was admitted to the California Bar in December 2008, and I am Senior Counsel at D.Law. I received my J.D. from Pepperdine University School of Law and B.S. from the University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, from the defense side, and from an in-house position. I have significant experience specifically working on wage and hour class actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side.

74. Attorney Roman Shkodnik is Senior Counsel at D.Law and counsel of record for Plaintiffs. He received his Bachelor of Arts in history and political science from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused his practice on representing employees including in wage-and-hour class actions. During his career, he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter. He is experienced and qualified to evaluate the representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.

75. Associate Attorney Bradford Smith graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining D.Law, Inc., he worked at a law firm specializing in insurance defense litigation. Since 2023, his focus has been on wage and hour class action litigation and settlements

76. Associate Attorney Mason Doidge received his bachelor's degree from Eastern Washington University in March 2019, and from University of California, Irvine School of Law in May 2023. He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing exclusively in the area of employment law and has been involved in numerous cases in all aspects from pre-filing through settlement, including California and Federal wage and hour class actions.

77. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as the procedural law of class and representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the skills and knowledge developed over decades of prosecuting and defending wage and hour class actions to fairly and adequately represent the interests of the Class Members and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiffs and the putative Class Members and aggrieved employees in this action.

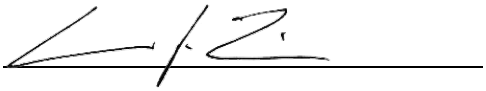
78. We understand the responsibilities owed as counsel to the Class Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the claims asserted in this action and have remained committed to dedicating the resources necessary to represent the Class and vigorously pursue their claims. Based upon my experience and understanding of the claims and defenses in this action, I believe the settlement is fair, adequate, and reasonable for the Class Members and aggrieved employees and all involved, and that the

Settlement is well within the range of reasonableness that would permit it to be finally approved. I am not aware of any conflict of interest with Plaintiffs or any other Class Member that would interfere with the duties as Class Counsel.

79. On November 20, 2026, Plaintiffs submitted the Parties' Class and PAGA Action Settlement Agreement and Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement and supporting documents to the LWDA. A true and correct copy of the confirmatory email from the LWDA is attached hereto as **Exhibit 2.**

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

Executed on November 20, 2026, in Pasadena, California.



Enoch J. Kim, Esq.

# EXHIBIT 1

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Anthony Medina ("Plaintiff Medina") and Mario Alejandro Zavala ("Plaintiff Zavala") and defendants Paperboard Packaging Corporation ("Defendant"), Paperboard Packaging Corp, Amcor Flexibles North America, Inc., and Amcor (collectively, the "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

## 1. DEFINITIONS

1.1 "Actions" means the Plaintiffs' Class Action lawsuit alleging wage and hour violations against Defendant, captioned *Anthony Medina v. Paperboard Packaging Corporation, et al.*, initiated on September 20, 2024, and amended on January 29, 2026 to include additional class claims and a representative claim for penalties pursuant to Labor Code section 2699, *et seq*., the Private Attorneys General Act (PAGA), pending in Superior Court of the State of California, County of Sutter, captioned *Anthony Medina and Mario Alejandro Zavala v. Paperboard Packaging Corporation, et al.,* Case No. CVCS24-0002240.

1.2 "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt, hourly-paid employees who worked for Defendants in the state of California at any time during the PAGA Period.

1.5 "Class" means all current and former non-exempt, hourly-paid employees who worked for Defendants in the state of California at any time during the Settlement Class Period.

1.6 "Class Counsel" means D.Law, Inc. and Kane Moon of Moon Law Group, PC.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, beginning and end dates of employment, number of Class Period Workweeks, and number of PAGA Pay Periods.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 "Class Notice" means the Court approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from September 20, 2020 through the later of December 31, 2025, or the date of the order approving Plaintiffs' motion for preliminary approval of the settlement. Provided, however, that the Class Period may be adjusted pursuant to Paragraph 4.1 below.

1.13 "Class Representative" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Sutter.

1.16 "Defendant" means named defendant Paperboard Packaging Corporation, and "Defendants" means named defendants Paperboard Packaging Corporation, Paperboard Packaging Corp, Amcor Flexibles North America, Inc., and Amcor.

1.17 "Defense Counsel" means Marissa Alguire and Mojan Anari of Akerman LLP.

1.18 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 "Final Approval" means the Court's order granting final approval.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means $625,000.00 which is the total amount Defendants agree to pay under the Settlement, except for Defendants' employer share of payroll taxes which Defendants will pay separately, and except as provided in Paragraphs 4 and 8 below (if applicable). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.

1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24 "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of the 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 "LWDA PAGA Payment" means the amount paid to the LWDA under Labor Code section 2699, subd. (i), which is 65% of the PAGA Penalties.

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from August 17, 2024 through the later of December 31, 2025 or the date of preliminary approval. Provided, however, that the PAGA Period may be adjusted pursuant to Paragraph 4.1 below.

1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.)

1.33 "PAGA Notice" means Plaintiff Mario Alejandro Zavala's amended letter dated January 14, 2026 to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($62,500.00), allocated 35% to the Aggrieved Employees ($21,875.00) and 65% to the LWDA ($40,625.00) in settlement of PAGA claims.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiffs," "Named Plaintiffs," "Class Representatives" or "PAGA Representatives" means Anthony Medina and Mario Alejandro Zavala, the named plaintiffs in the Actions.

1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.39 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.39 "Released Parties" means Defendants and each of its past and present officers, directors, officers, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, joint venturers, clients, vendors, joint employers, and their respective successors and predecessors in interest, assigns, subsidiaries, affiliates, parents, and attorneys.

1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the date that the Response Deadline expired.

1.42 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.43 "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

## 2. RECITALS

2.1 On September 20, 2024, Plaintiff Medina commenced the Action by filing a putative class action Complaint against Defendants alleging wage and hour violations of the California Labor Code, for: (1) failure pay minimum wages; (2) failure to pay wages and overtime wages under Labor Code section 510: (3) rest break liability under Labor Code section 226.7; (4) failure to pay vacation wages; (5) failure to comply with Labor Code sections 245 *et seq.* and 246; (6) failure to keep required payroll records under Labor Code sections 1174 and 1174.5; (7) failure to produce requested employment records under Labor Code sections 226 and 1198.5; (8) penalties pursuant to Labor Code section 203; and (9) violation of the Unfair Competition Law, codified at California Business and Professions Code section 17200, *et seq.*, captioned *Anthony Medina v. Paperboard Packaging Corporation, et al.* Case No. CVCS24-0002240. Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in in the Action, and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), on August 17, 2025, Plaintiff Zavala gave written notice to Defendants and the LWDA regarding Defendants' alleged violations of the Labor Code.

2.3 On October 8, 2025, the Parties participated in an all-day mediation presided over by Gail A. Glick, Esq. Prior to mediation, Plaintiffs obtained, through informal discovery, Defendant's timekeeping and payroll data, as well as Defendants' wage and hour policies and other relevant documents and information relevant to the claims alleged. The Parties agree that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.4 The Parties reached a resolution at mediation, and continued arm's length negotiations regarding the terms of a settlement with the Mediator thereafter, which ultimately led to a Memorandum of Understanding dated November 18, 2025 and this Agreement to settle the Actions.

2.5 In connection with the terms of this Settlement, the Parties have agreed for Plaintiff Zavala to submit an amended letter to the LWDA and the Defendants adding additional PAGA representative claims, which Plaintiff Zavala did on January 14, 2026, and Plaintiffs agreed to file a First Amended Putative Class and PAGA Representative Action Complaint ("FAC") adding Plaintiff Zavala as a named plaintiff and adding additional causes of action and allegations against Defendants for: (1) failure pay minimum wages; (2) failure to pay wages and overtime wages under Labor Code sections 510, 1194, and 1198: (3) rest break liability under Labor Code section 226.7; (4) failure to pay vacation wages under Labor Code section 227.3; (5) failure to pay sick pay, provide sick leave and supplemental paid sick leave under Labor Code sections 245-248.5; (6) failure to keep required payroll records under Labor Code sections 1174 and 1174.5; (7) failure to produce

requested employment records under Labor Code sections 226 and 1198.5; (8) failure to timely pay final wages; (9) violation of the Unfair Competition Law, codified at California Business and Professions Code section 17200, *et seq.;* (10) Meal Period Liability under Labor Code sections 226.7 and 512; (11) failure to indemnify necessary business expenses; (12) failure to timely pay all wages during employment under Labor Code section 204; (13) unfair business practices; and (14) PAGA penalties pursuant to Labor Code sections 2699, *et seq.,* based on the allegations in the operative Complaint, which Plaintiffs filed on January 29, 2026 ("Operative Complaint").

2.6 The Court has not yet granted any class certification.

2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## 3. MONETARY TERMS

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants will pay $625,000.00 and no more as the Gross Settlement Amount, and will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: A Class Representative Service Payment of not more than $7,500 to each named Plaintiff ($15,000.00 total) (in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Forms 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $208,333.33 (if the Gross Settlement Amount remains at $625,000.00), and a Class Counsel Litigation Expenses Payment of actual and reasonable litigation costs and expenses incurred to prosecute the Action. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $9,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $9,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.4.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $62,500 to be paid from the Gross Settlement Amount, with 65% ($40,625) allocated to the LWDA PAGA Payment, and 35% ($21,875) allocated to the Individual PAGA Payments.

3.2.4.4 The Administrator will calculate each individual PAGA Payment by (a) dividing the amount of the Aggrieved Employee's 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.5 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

## 4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Workweeks, Aggrieved Employee Pay Periods, and Escalator Clause. Based on a review of its records to date, Defendants estimate there are 189 Class Members who collectively worked a total of 20,367 Workweeks, and 92 Aggrieved Employees who worked a total of 2,722 PAGA Pay Periods. In the event that the actual number of Workweeks worked by all Class Members during the Class Period increases by more than 10% of this figure (e.g., reaches 22,404 or more Workweeks), then the Class Period and PAGA Period will either, at Defendants' option, end on the date on which total number of Workweeks does not exceed the 22,404 Workweeks, or Defendants agree to increase the Gross Settlement Amount on a proportional basis equal to the increase in Workweeks greater than 10% (*i.e.*, if the Workweeks were 11% greater than 20,367, Defendants will increase the Gross Settlement Amount by 1%). If the Escalator Clause is triggered, Defendants shall notify Plaintiffs in writing of their selection within 10 days of being notified by the third-party administrator that the Escalator Clause has been triggered. If the Gross Settlement Amount is increased, the Class Counsel Fees Payment shall be one-third of the increased Gross Settlement Amount.

4.2 Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than sixty (60 days) after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the full amount of the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment Check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the FAC, and any amended complaints filed thereafter, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the FAC and Plaintiffs' PAGA Notice and Amended PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiff's' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Notwithstanding the foregoing, the waiver and release in this Agreement does not apply to those rights as a matter of law that cannot be waived, including,

but not limited to, workers' compensation claims. Plaintiffs agree to not request an exclusion from this settlement.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. In light of their Class Representative Service Payments and other consideration given, for purposes of Plaintiffs' Release, in addition to the Released Class Claims described above, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities and causes of action that were pled in the Operative Complaint that arose during the Class Period with respect to the following claims: (1) failure to pay minimum wages under Labor Code §§ 204, 1194, 1194.2, and 1197; (2) failure to pay wages and overtime under Labor Code §§ 510, 1194, and 1198; (3) rest break liability under Labor Code §§ 226.7; (4) failure to pay vacation wages under Labor Code §§ 227.3; (5) failure to pay sick pay, provide sick leave, and supplemental sick leave under Labor Code §§ 245-248.5; (6) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (7) failure to produce requested employment records under Labor Code §§ 226 and 1198.5; (8) failure to timely pay final wages under Labor Code §§ 201, 202, 203; (9) violation of Business and Professions Code §§17200 *et seq*.; (10) meal period liability under Labor Code §§ 226.7 and 512; (11) failure to indemnify necessary business expenses under Labor Code §§ 2800 and 2802; (12) failure to timely pay all wages during employment under Labor Code §§ 204; and (13) unfair business practices ("Released Class Claims"). The Released Class Claims are limited to those claims arising during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or

reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including those arising from claims for: (1) failure to pay minimum wages under Labor Code §§ 204, 1194, 1194.2, and 1197; (2) failure to pay wages and overtime under Labor Code §§ 510, 1194, and 1198; (3) rest break liability under Labor Code §§ 226.7; (4) failure to pay vacation wages under Labor Code §§ 227.3; (5) failure to pay sick pay, provide sick leave, and supplemental sick leave under Labor Code §§ 245-248.5; (6) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (7) failure to produce requested employment records under Labor Code §§ 226 and 1198.5; (8) failure to timely pay final wages under Labor Code §§ 201, 202, 203; (9) violation of Business and Professions Code §§17200 *et seq*.; (10) meal period liability under Labor Code §§ 226.7 and 512; (11) failure to indemnify necessary business expenses under Labor Code §§ 2800 and 2802; (12) failure to timely pay all wages during employment under Labor Code §§ 204; and (13) penalties pursuant to Labor Code §§ 2699, *et seq*. ("Released PAGA Claims").

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including drafts of the Motion for Preliminary Approval and Approval of PAGA settlement, the proposed order, the proposed Class Notice, and supporting declarations. The supporting declarations shall include a declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel. The supporting declarations shall also include a declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; and a declaration from Class Counsel's firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd.(1)(1), this Agreement (Labor Code section 2699, subd. (1)(2)). In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to

advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. SETTLEMENT ADMINISTRATION

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class

Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class

Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of Judgment, all Aggrieved Employees, including Non-Participating Class Members, are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of whether they opt out of the Class Settlement.

7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's

assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Period Challenges. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total number of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections by Defendants will have no effect (i.e. late elections will not void the Settlement).

**9. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the

Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null

and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**10. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

**11. ADDITIONAL PROVISIONS**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion

for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations or fiduciary duties owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

| | |
|---|---|
| To Plaintiff: | Roman Shkodnik<br>r.shkodnik@d.law<br>Mason Doidge<br>m.doidge@d.law<br>Enoch J. Kim<br>e.kim@d.law<br>Bradford Smith<br>b.smith@d.law<br>250 N. Madison Ave, 2nd Floor<br>Pasadena, CA 91101<br>Telephone: (818) 962-6465<br>Facsimile: (818) 962-6469 |
| To Defendant: | Marissa Alguire<br>marissa.alguire@akerman.com<br>Mojan Anari<br>mojan.anari@akerman.com<br>Akerman LLP<br>633 West Fifth Street, Suite 6400<br>Los Angeles, California 90071<br>Tel: (213) 688-9500<br>Fax: (213) 627-6342 |

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement, and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**IT IS SO AGREED:**

| | |
|---|---|
| _____ | Daniel Sula 07-06-2026 |
| For Plaintiff, Anthony Medina | Daniel Sula, General Counsel<br>For Defendants, Paperboard Packaging Corporation, Paperboard Packaging Corp, Amcor Flexibles North America, Inc., and Amcor |
| _____ | |
| For Plaintiff, Mario Alejandro Zavala | |

**AGREED AS TO FORM ONLY:**

| | |
|---|---|
| _____ | 07/30/2026 |
| Roman Shkodnik<br>Mason Doidge<br>Enoch J. Kim<br>Bradford Smith | Marissa Alguire<br>Mojan Anari |
| Counsel for Plaintiffs | Counsel for Defendants |

Docusign Envelope ID: 1F338CF0-8FCC-8F8F-82F4-5C831E96C582

**IT IS SO AGREED:**

6/30/2026

Signed by:
69C214C3CAED490...

For Plaintiff, Anthony Medina

For Defendants, Paperboard Packaging Corporation, Paperboard Packaging Corp, Amcor Flexibles North America, Inc., and Amcor

For Plaintiff, Mario Alejandro Zavala

**AGREED AS TO FORM ONLY:**

7/30/2026

Roman Shkodnik
Mason Doidge
Enoch J. Kim
Bradford Smith

Counsel for Plaintiffs

Marissa Alguire
Mojan Anari

Counsel for Defendants

Docusign Envelope ID: 5D0C7319-5FDB-85FC-813C-6604FE94A0DE

**IT IS SO AGREED:**

For Plaintiff, Anthony Medina

Signed by:
16E3DBCCBA59444...

7/30/2026

For Plaintiff, Mario Alejandro Zavala

For Defendants, Paperboard Packaging Corporation, Paperboard Packaging Corp, Amcor Flexibles North America, Inc., and Amcor

**AGREED AS TO FORM ONLY:**

Roman Shkodnik
Mason Doidge
Enoch J. Kim
Bradford Smith

Counsel for Plaintiffs

Marissa Alguire
Mojan Anari

Counsel for Defendants

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

*Anthony Medina and Mario Alejandro Zavala v. Paperboard Packaging Corporation et. al.*
(County of Sutter, California Superior Court Case No. CVCS24-0002240)

***The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from an employee class action lawsuit ("Action") against Paperboard Packaging Corporation ("Defendant"), Paperboard Packaging Corp, Amcor Flexibles North America, Inc., and Amcor (collectively, the "Defendants") for alleged wage and hour violations. The Action was filed by Defendants' employees Anthony Medina and Mario Alejandro Zavala ("Plaintiffs") and seeks payment of unpaid minimum wages, overtime wages, missed meal and rest periods, vacation pay, sick pay, record keeping, producing records, wage statement penalties, waiting time penalties, and restitution under California Business and Professions Code section 17200, business expenses under Labor Code sections 2800 and 2802, unfair business practices for a class of non-exempt employees ("Class Members") who worked for Defendants during the Class Period of September 20, 2020 to [date of preliminary approval]. The Action also seeks penalties under the California Private Attorney General Act ("PAGA") for all or non-exempt employees who worked for Defendants during the PAGA Period of August 17, 2024 through [date of preliminary approval] ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA.")

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that you **worked _____ workweeks** during the Class Period and you **worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

**Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

| | |
|---|---|
| **You Don't Have to Do Anything to Participate in the Settlement** | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims against Defendants that are covered by this Settlement (defined below). |
| **You Can Opt-out of the Class Settlement but not the PAGA Settlement**<br><br>**The Opt-out Deadline is _____** | If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.<br><br>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below). |
| **Participating Class Members Can Object to the Class Settlement**<br><br>**Written Objections Must be Submitted by _____** | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduce the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice. |
| **You Can Participate in the _____**<br><br>**Final Approval Hearing** | The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice. |

| | |
|---|---|
| **You Can Challenge the Calculation of Your Workweeks**<br><br>**Written Challenges Must be Submitted by** _____ | The amount of your Individual Class Payment depends and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice. |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing unpaid minimum wages, overtime wages, missed meal and rest periods, vacation pay, sick pay, record keeping, producing records, wage statement penalties, waiting time penalties, and restitution under California Business and Professions Code section 17200, business expenses under Labor Code sections 2800 and 2802, unfair business practices for a class of non-exempt employees ("Class Members") who worked for Defendants during Class Period of September 20, 2020 through [date of preliminary approval]. The Action also seeks penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for Defendants during the PAGA Period of August 17, 2024 through [date of preliminary approval] ("Aggrieved Employees"). Plaintiffs are represented by attorneys in the Action: D.Law, Inc. and Moon Law Group, PC ("Class Counsel."). Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs is correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating a settlement to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Defendants Will Pay $625,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement 60 days after the Court enters an order granting final approval. The Administrator will use the Gross

Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Up to $208,333.33 to Class Counsel for attorneys' fees and their actual and reasonable litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

b. Up to $7,500.00 to each Plaintiff ($15,000.00 total) as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

c. Up to $9,000.00 to the Administrator for services administering the Settlement.

d. $62,500.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the court to approve an allocation of 20% of each individual class payment to taxable wages ("wage portion") and 80% to interest and penalties ("non-wage portion"). The wage portion is subject to withholdings and will be reported on IRS W-2 forms. Defendants will separately pay employer payroll taxes it owes on the wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The administrator will report the Individual PAGA Payments and the non-wage portion of the individual class payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you

might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you timely notify the Administrator in writing by the Response Deadline, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

H. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Challenges regarding Workweeks and PAGA Pay Periods, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for the Released Class Claims as defined below.

The Participating Class Members will be bound by the following release:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities and causes of action that were pled in the Operative Complaint that arose during the Class Period with respect to the following claims: (1) failure to pay minimum wages under Labor Code §§ 204, 1194, 1194.2, and 1197; (2) failure to pay wages and overtime under Labor Code §§ 510, 1194, and 1198; (3) rest break liability under Labor Code §§ 226.7; (4) failure to pay vacation wages under Labor Code §§ 227.3; (5) failure to pay sick pay, provide sick leave, and supplemental sick leave under Labor Code §§ 245-248.5; (6) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (7) failure to produce requested employment records under Labor Code §§ 226 and 1198.5; (8) failure to timely pay final wages under Labor Code §§ 201, 202, 203; (9) violation of Business and Professions Code §§17200 *et seq*.; (10) meal period liability under Labor Code §§ 226.7 and 512; (11) failure to indemnify necessary business expenses under Labor Code §§ 2800 and 2802; (12) failure to timely pay all wages during employment under Labor Code §§ 204; and (13) unfair business practices ("Released Class Claims"). The Released Class Claims are limited to those claims arising during the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

J. Aggrieved Employees' Released PAGA Claims. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants that are released by this Settlement, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants for the Released PAGA Claims defined below. The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including those arising from claims for: (1) failure to pay minimum wages under Labor Code §§ 204, 1194, 1194.2, and 1197; (2) failure to pay wages and overtime under Labor Code §§ 510, 1194, and 1198; (3) rest break liability under Labor Code §§ 226.7; (4) failure to pay vacation wages under Labor Code §§ 227.3; (5) failure to pay sick pay, provide sick leave, and supplemental sick leave under Labor Code §§ 245-248.5; (6) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (7) failure to produce requested employment records under Labor Code §§ 226 and 1198.5; (8) failure to timely pay final wages under Labor Code §§ 201, 202, 203; (9) violation of Business and Professions Code §§17200 *et seq*.; (10) meal period liability under Labor Code §§ 226.7 and 512; (11) failure to indemnify necessary business expenses under Labor Code §§ 2800 and 2802; (12) failure to timely pay all wages during employment under Labor Code §§ 204; and (13) penalties pursuant to Labor Code §§ 2699, *et seq*. ("Released PAGA Claims").

## 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $_____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. If you wish to challenge the number of Workweeks and/or PAGA Pay Periods credited to you, you must submit your challenge by _____, by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

D. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve

Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge the Administrator's final decision.

## 5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Aggrieved Employees. If the Aggrieved Employee opts out of the Class Settlement, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

C. Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number or email address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "Anthony Medina and Mario Alejandro Zavala v. Paperboard Packaging Corporation, et al." and include your identifying information (full name, address, telephone number or email address). The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 Court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, the request for Class Counsel Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections

to the Administrator is _____ . Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Anthony Medina and Mario Alejandro Zavala v. Paperboard Packaging Corporation, et al.* and include your name, current address, telephone number or email address, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (date) at (time) in the Sutter Superior Court, located at 1175 Civic Center Blvd., Yuba City, CA 95993. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via https://portal-casutter.tylertech.cloud/Portal. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.sutter.courts.ca.gov and entering the Case Number for the Action, Case No. CVCS24-0002240. You can also make an appointment to personally review court documents in the Clerk's Office.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

**Class Counsel Contact Information:**

Roman Shkodnik
r.shkodnik@d.law
Mason Doidge
m.doidge@d.law
Enoch J. Kim
e.kim@d.law
Bradford Smith
b.smith@d.law
250 N. Madison Ave, 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-64-6469

**Settlement Administrator Contact Information:**
Name of Company
Email Address
Mailing Address
Telephone
Fax Number

## 10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

## 11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# EXHIBIT 2