

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff PETER J. GUTIERREZ, individually
and on behalf of others similarly situated and aggrieved employees
pursuant to the California Private Attorneys General Act

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PETER J. GUTIERREZ, individually and on
behalf of others similarly situated and
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

UNIVAR SOLUTIONS USA INC., a
Washington corporation; UNIVAR
SOLUTIONS INC., a Delaware corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV26851

Honorable William F. Highberger
Department SS10

**DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 10, 2026
Time: 11:30 a.m.
Dept.: SS10

Complaint Filed: November 1, 2023
FAC Filed: October 17, 2025
Trial Date: Not Set

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Malcolm E. Clayton, Esq. (SBN 340680)
4 Alexander J. Aroeste, Esq. (SBN 361503)

5 **LAVI & EBRAHIMIAN, LLP**
6 8889 W. Olympic Boulevard, Suite 200
7 Beverly Hills, California 90211
8 Telephone: (310) 432-0000
9 Facsimile: (310) 432-0001
10 Email: jlavi@lelawfirm.com
11 vgranberry@lelawfirm.com
12 mclayton@lelawfirm.com
13 aaroeste@lelawfirm.com

14 Attorneys for Plaintiff PETER J. GUTIERREZ,
15 on behalf of himself and others similarly situated
16 and aggrieved employees pursuant to the California Private Attorneys General Act
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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Miriam L. Shimmel is a 28-year litigator who joined Blackstone Law, APC in June
9 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in
10 Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
11 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
12 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
13 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
14 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
15 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
16 class actions and representative actions pursuant to PAGA, as well as individual actions based on
17 violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in
18 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
19 employers/businesses. On many of those cases, she was the senior lead attorney managing the
20 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
21 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
22 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
23 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
24 strategized on all cases; participated in and directed communication with class members; attended
25 hearings; led and participated in mediations; coordinated with class action administrators; prepared
26 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
27 complex, and appellate courts.

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1 5. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone
2 Law, APC that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate
3 of University of California, Berkeley where she was a double major in Legal Studies and Media
4 Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour
5 litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California,
6 all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was
7 most recently recognized as a 2025 Southern California Rising Star by Super Lawyers.

8 6. I joined Blackstone Law, APC from a highly reputable employment law firm. I
9 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
10 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
11 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
12 additionally licensed in all federal district courts of California. I have worked on many wage and hour
13 class action and PAGA representative matters, and my work has included, *inter alia*, researching and
14 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations
15 and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
16 court appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee
17 and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA
18 that are in settlement.

19 7. Jared C. Osborne joined Blackstone Law, APC also from a highly reputable
20 employment law firm. He graduated from New York University with a Bachelor of Arts degree in
21 2009 and from University of Southern California Gould School of Law (USC) with a Juris Doctor
22 degree in 2020. While at USC, he was an Executive Senior Editor on the Southern California Law
23 Review and graduated in the top 10% of his class. He was admitted to the State Bar of California in
24 February 2021. Since his admittance, he has worked exclusively as a plaintiff's side employment
25 attorney handling both individual and class action cases. He was most recently recognized as a 2025
26 Southern California Rising Star by Super Lawyers.

27 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

Procedural History

9. On September 8, 2023, former plaintiff Jaimes Orantes (“Orantes”) provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants Univar Solutions USA Inc. and Univar Solutions Inc. (together, “Defendants”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants. A true and correct copy of the notice is attached hereto as **Exhibit 2**.

10. On November 1, 2023, Orantes provided an amended notice to the LWDA by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants. A true and correct copy of the amended notice is attached hereto as **Exhibit 3**.

11. On November 1, 2023, Orantes filed a Class Action Complaint for Damages in the action entitled *Jaimes Orantes v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV26851 (“Orantes Class Action”), thereby commencing a putative class action against Defendants.

12. On November 15, 2023, Orantes filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Jaimes Orantes v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV27985 (“Orantes PAGA Action”), thereby commencing a representative PAGA action against Defendants.

13. On January 10, 2024, Plaintiff provided written notice to the LWDA by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants. A true and correct copy of the notice is attached hereto as **Exhibit 4**.

14. On January 10, 2024, Plaintiff filed a Complaint for Damages and Restitution in the action entitled *Peter J. Gutierrez v. Univar Solutions USA Inc.*, San Mateo County Superior Court Case No. 24-CIV-00195 (“Gutierrez Class Action”), thereby commencing a putative class action against Defendant Univar Solutions USA Inc.

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1 15. On March 18, 2024, Plaintiff filed a Complaint for Civil Penalties Pursuant to the
2 Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698, Et Seq. in the action
3 entitled *Peter J. Gutierrez v. Univar Solutions USA Inc.*, Mateo County Superior Court Case No. 24-
4 CCIV-01682 (“Gutierrez PAGA Action”), thereby commencing a representative PAGA action against
5 Defendant Univar Solutions USA Inc.

6 16. On December 16, 2024, Orantes provided a second amended notice to the LWDA by
7 online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code
8 Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated
9 by Defendants. A true and correct copy of the second amended notice is attached hereto as **Exhibit**
10 **5**.

11 17. On March 25, 2025, Plaintiff and Defendants (collectively, the “Parties”) participated
12 in a formal mediation conducted by Gig Kyriacou, Esq. (“Mediator”), a neutral and respected mediator
13 with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s
14 evaluations, the Parties were able to reach an agreement to resolve the Orantes Class Action, Orantes
15 PAGA Action, Gutierrez Class Action, and Gutierrez PAGA Action (collectively, “Actions”) on a
16 class and representative basis. The Parties then worked diligently to negotiate and memorialize the
17 terms in a long form settlement agreement.

18 18. On September 19, 2025, the Parties executed the Class Action and PAGA Settlement
19 Agreement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
20 Agreement is attached hereto as **Exhibit 6**.

21 19. On October 17, 2025, Plaintiff filed a First Amended Class and Representative Action
22 Complaint (“Operative Complaint”) in the Orantes Class Action, which substituted Plaintiff as the
23 named plaintiff and added the claims alleged in the Orantes PAGA Action, Gutierrez Class Action,
24 and Gutierrez PAGA Action. The Operative Complaint alleges ten (10) causes of action for violations
25 of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure
26 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
27 rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment,
28 failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure

1 to reimburse necessary business expenses, for violations of California Business & Professions Code
2 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
3 penalties under PAGA based on the aforementioned California Labor Code violations.

4 **Summary of the Terms of the Settlement Agreement**

5 20. For purposes of settlement only, the Parties have agreed that the Class shall be defined
6 as “all current and former hourly-paid and/or non-exempt employees who worked for Defendants in
7 the State of California at any time during the Class Period” (“Class” or “Class Member(s)”). The
8 Class Period is defined as the period from June 22, 2022 through June 1, 2025. Based on information
9 provided by Defendants, as of March 25, 2025, it is estimated that there are a total of four hundred
10 and three (403) Class Members.

11 21. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
12 Complaint for a non-reversionary Gross Settlement Amount of Eight Hundred Ninety Thousand
13 Dollars and Zero Cents (\$890,000.00), exclusive of employer-side payroll taxes. The Gross
14 Settlement Amount is a common fund and therefore includes all requested costs, fees, and other
15 allocations. The Gross Settlement Amount includes: (1) Class Counsel Fees Payment in the amount
16 of one-third (1/3) of the Gross Settlement Amount (i.e., \$296,666.67 if the Gross Settlement Amount
17 is \$890,000.00); (2) Class Counsel Litigation Expenses Payment, not to exceed Fifty Thousand Dollars
18 and Zero Cents (\$50,000.00); (3) Administration Expenses Payment, not to exceed Eleven Thousand
19 Dollars and Zero Cents (\$11,000.00); (4) Class Representative Service Payment in the amount of Ten
20 Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Penalties in the amount of Forty
21 Thousand Dollars and Zero Cents (\$40,000.00). After the above-estimated amounts are deducted from
22 the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is
23 currently estimated to be Four Hundred Eighty-Two Thousand Three Hundred Thirty-Three Dollars
24 and Thirty-Three Cents (\$482,333.33). Additionally, 25% of the PAGA Penalties, which is
25 \$10,000.00 out of \$40,000.00, will be fully distributed to “all current and former hourly-paid and/or
26 non-exempt employees who worked for Defendants in the State of California at any time during the
27 PAGA Period” (“Aggrieved Employee(s)”). The “PAGA Period” is defined as the period from August
28 28, 2022 through June 1, 2025.

22. The Net Settlement Amount will be distributed and paid to all Class Members who do not submit a valid and timely Request for Exclusion from the Settlement (“Participating Class Member(s)”) on a *pro rata* basis based on the number of weeks each Class Member worked for Defendants for at least one day during the Class Period (“Workweeks”). The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive (“Individual Class Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

23. The twenty-five percent (25%) of the PAGA Penalties will be distributed and paid to all Aggrieved Employees on a *pro rata* basis based on the number of pay periods each Aggrieved Employee worked for Defendants for at least one day during the PAGA Period (“PAGA Pay Periods”). The *pro rata* share of the twenty-five percent (25%) of the PAGA Penalties that an Aggrieved Employee may be eligible to receive (“Individual PAGA Payment”) will be calculated by the Administrator, in accordance with the Settlement Agreement.

24. Each Individual Class Payment will be allocated as twenty percent (20%) wages (“Wage Portion”) and eighty percent (80%) interest, penalties, and reimbursement of alleged business expenses (“Non-Wage Portion”). The Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion will be reported on an IRS Form 1099 (if applicable) by the Administrator. The Administrator will withhold the employee’s share of taxes and withholdings with respect to the Wage Portion of the Individual Class Payments, and issue checks to Participating Class Members for their net payment of their Individual Class Payment. The employer payroll taxes owed in connection with the Wage Portion of the Individual Class Payments will be paid by Defendants separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Administrator.

25. The Settlement Agreement is a non-reversionary and non-claims made settlement. The Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA Penalties will be fully distributed to the LWDA and Aggrieved Employees, in accordance with the Settlement Agreement. No money will revert to Defendants.

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1 26. Each Individual Class Payment and Individual PAGA Payment check will be valid and
2 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
3 thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by
4 the Administrator to the State of California's Unclaimed Property Fund in the name of the Participating
5 Class Member and/or Aggrieved Employee.

6 **The Settlement is Reasonable**

7 ***Informed Arms-Length Negotiations***

8 27. The Parties' settlement negotiations were at all times made at arm's-length and were
9 adversarial. The Settlement was reached following a full day of mediation with a highly respected
10 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in
11 additional negotiations in order to finalize the long-form agreement presently before the Court.

12 28. The Parties engaged in extensive informal discovery prior to reaching a settlement.
13 Prior to mediation, Defendants produced a random thirty-five percent (35%) sampling of putative class
14 members' time and pay data as well as Defendants' relevant wage and hour policies, and information
15 regarding the total number of putative class members, the number of current versus former employees,
16 the total workweeks worked by the putative class members, and the average rate of pay for the putative
17 class members.

18 29. This allowed Class Counsel to conduct an informed assessment and analysis of the
19 strengths and weaknesses of the claims and the potential class-wide damages.

20 30. Based on the information exchanged, the Parties extensively briefed issues regarding
21 class certification and liability and provided their analyses to the Mediator who helped the Parties
22 debate the strengths and weakness of their respective positions.

23 ***Estimate of Potential Value of Claims***

24 31. Class Counsel analyzed all available data and estimated Defendants' maximum
25 potential exposure to be approximately \$15,798,478, assuming the litigation was successful at trial on
26 all claims at issue and every employee had a violation for each claim on every shift worked. This
27 maximum potential analysis was then reduced based on the challenges facing the likelihood of
28 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an

1 estimated maximum liability for all claims at issue and the total aggregate workweeks during the
2 relevant time period, less interest, and based on the analysis of the data which was extrapolated out
3 for all putative class members across the entire putative class period, which included: \$3,641,809 for
4 meal period violations (less meal period premiums paid); \$7,273,859 for rest period violations at a
5 100% violation rate; \$1,577,595 for unpaid off-the-clock work for 1 hour per workweek of off-the-
6 clock work; \$351,090 for unreimbursed business expenses; \$1,286,125 for waiting time penalties; and
7 \$1,668,000 for wage statement penalties. Plaintiff further estimated that Defendants faced an
8 additional exposure of \$1,940,300 in potential, non-stacked (i.e., one penalty, per employee, per pay
9 period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties,
10 Defendants' maximum potential exposure totaled \$17,738,778 in damages.

11 ***Specific Risks Considered***

12 32. Although the investigation and information discovered supports Plaintiff's contentions,
13 Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on
14 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
15 the Settlement. First and foremost, Defendants contended that collective bargaining agreements cover
16 four out of nine locations and that approximately half of the Class Members are drivers covered under
17 Federal regulations, which preempt/exempt the Class Members' claims. These contentions presented
18 significant challenges to class certification, as well as the overall value of Plaintiff's claims.

19 33. Class Counsel are aware of Defendants' defenses and arguments and have also taken
20 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
21 inherent in such litigation, including those involved in class and/or representative adjudication.
22 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted
23 in the Actions, Defendants' defenses, and the difficulties in establishing entitlement to monetary
24 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
25 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

26 34. Defendants denied and continue to deny any liability and wrongdoing of any kind
27 associated with the claims alleged in the Actions, and further deny that class certification is appropriate
28 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in

1 the Actions. Defendants proffered defenses to both certification and to the merits of Plaintiff's claims.
2 Defendants contended that Plaintiff's claims are not suitable for class certification because individual
3 issues would predominate should this case go to trial. As with all class actions, these complex cases
4 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
5 may deny class certification.

6 35. For example, Plaintiff's meal period claims, which were based on Defendants' alleged
7 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
8 Plaintiff's theory of liability for meal period violations was based on allegations that Defendants had
9 failed to implement their policies and that their practices failed to allow Class Members to take meal
10 breaks in the manner required under California law. Defendants contended that their policies and
11 practices at all times during the Class Period were lawful. Defendants further argued that the rate of
12 purported meal period violations reflected in the data would require individualized inquiry and that
13 such inquiry would prohibit a class from being certified. We also had to consider the risk that the
14 Court would find validity in the individualized proof defense to certification of Plaintiff's meal period
15 claim.

16 36. Additionally, a large portion of Defendants' overall liability lies in Plaintiff's rest
17 period allegations. As with the meal period allegations, Defendants contended that they had a lawful
18 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
19 required under California law. Additionally, this claim was even more uncertain given the difficulties
20 associated with proving the alleged rest period violations, as Defendants were not required to record
21 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
22 concerns Plaintiff would not be able to certify these claims or prove substantial damages with requisite
23 certainty, which made the estimated value of this claim subject to much challenge.

24 37. Plaintiff also faced challenges certifying and proving liability for his minimum wage
25 and overtime claims. These claims were largely based on Defendants' unrecorded, off-the-clock work
26 performed by the Class Members both before and after their shifts and during purported meal periods.
27 For example, Plaintiff reported that he and the other Class Members were required to keep and always
28 monitor their employer-issued walkie-talkies during meal breaks. However, the individualized nature

1 of why this work was performed and the individualized nature of damages presented substantial
2 concerns regarding the manageability of the case and the risk the Court could find these issues
3 prevented certification, and the estimated damages for this claim were based on an assumption that all
4 Class Members worked off the clock for at least one hour per week.

5 38. Plaintiff also contended that Defendants failed to reimburse Plaintiff and the other
6 Class Members for necessary business-related expenses, such as the usage of personal cell phones for
7 work-related purposes, being required to separately launder their uniforms off-the-clock without being
8 reimbursed with the costs and/or wear and tear associated with such use, and the costs incurred to use
9 or purchase tools and/or resources for their mandatory compliance with Defendants' policies,
10 practices, and/or procedures. Defendants contended that they had a policy and practice of reimbursing
11 employees for necessary business-related expenses. Defendants further contended that, with respect
12 to the alleged expenses for which Plaintiff and the other Class Members never requested
13 reimbursement from Defendants, they did not know and had no reason to know that alleged business-
14 related expenses had been incurred. Defendants further contended that the reason for why a Class
15 Member undertook certain expenses, while not others, and failed to receive reimbursement for certain
16 expenses while not others, would raise individual issues that could not be certified.

17 39. There are also substantial risks associated with Plaintiff's waiting time penalties and
18 wage statement claims. First, these claims were derivative of Plaintiff's claims for unpaid meal period
19 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
20 certification was denied on those underlying claims, these derivative claims for penalties would also
21 likely fail. Further, even if Plaintiff prevailed on his underlying claims, he would still be required to
22 demonstrate that Defendants' violations of California Labor Code section 203 were *willful* violations.
23 Wage statement claims have also seen varying treatment at the appellate level because such claims
24 have an element of discretion attached to them rather than a pure calculation of damages after liability
25 is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendants'
26 estimated liability, were therefore uncertain.

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1 40. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
2 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
3 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
4 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
5 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
6 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
7 current employer. On the other hand, Defendants would likely be able to obtain the cooperation of
8 their employees. Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
9 would substantially delay any recovery by the Class.

10 41. Therefore, taking into account how each of the above risks potentially effected
11 Plaintiff's ability to first obtain class certification, and then prove the underlying violations, plus the
12 cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants'
13 estimated liability based on the challenges facing his ability to succeed on class certification by 75%
14 to \$4,434,694. The merits-based risk factors further reduced Defendants' estimated liability by an
15 additional 70%. This resulted in an adjusted estimated liability of \$1,330,408. In light thereof, the
16 settlement amount of \$890,000 is a significant settlement.

17 42. Class Counsel also separately contemplated the risks of proceeding with the PAGA
18 claims and potential liability Defendants could face from these claims as part of the global resolution.
19 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiff's underlying
20 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
21 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
22 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they
23 made a good faith attempt to comply with their legal obligations warranting a reduction in penalties.
24 Class Counsel also anticipated Defendants would argue that the violations per pay period were low,
25 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
26 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
27 enforcement of California's labor laws by financing state activities and educating and deterring non-
28 compliance.

43. Therefore, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the Aggrieved Employees to enter into the Settlement, and to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 4.49% of the Gross Settlement Amount. This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

44. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the Aggrieved Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Class Representative Service Payment

45. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Class Representative Service Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff. This Class Representative Service Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the Class Members as a result of Plaintiff’s actions. Notice of the requested Class Representative Service Payment is disclosed to the Class Members in the Class Notice.

Attorneys’ Fees and Costs

46. The attorneys’ fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$296,666.67 if the Gross

Settlement Amount is \$890,000.00) and actual litigation costs and expenses in an amount not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

47. The effectiveness of Class Counsel's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the case progress through certification, trial, and/or upon appeal.

48. Class Counsel has litigated this matter for approximately two (2) years and were actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel. Notice of the requested Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment is disclosed to the Class Members in the Class Notice.

Notice to the Class

49. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or "Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures and to serve as the Administrator. Defendants will provide Phoenix with the Class Data and Phoenix will calculate each Class Member's estimated Individual Class Payment and each Aggrieved Employee's estimated Individual PAGA Payment. Phoenix will also receive and process Requests for Exclusion, written objections, and disputes to Workweeks and/or PAGA Pay Periods; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the Wage Portion of the Individual Class Payments; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not

1 limited to, mailing Individual Class Payments checks to the Participating Class Members and
2 Individual PAGA Payment checks to the Aggrieved Employees; and perform any other usual and
3 customary duties for administering a class action settlement.

4 50. I am not aware of an alternative method of providing notice to the Class which would
5 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
6 Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable
7 method, skip tracing will be performed, if necessary.

8 ***Notice of Settlement to the LWDA***

9 51. In accordance with California Labor Code section 2699(1)(2), on October 20, 2025, a
10 copy of the proposed Settlement was submitted to the LWDA via online submission through the
11 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
12 hereto as **Exhibit 7**.

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

15 Executed on October 20, 2025, at Jersey City, New Jersey.

16 

17 Alexandra Rose

EXHIBIT 1

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

September 8, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Jaime Orantes v. Univar Solutions, Inc.*

Dear Representative:

This office represents Jaime Orantes (“Claimant”) with respect to their claims under the California Labor Code against Univar Solutions, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately May 1990 to present as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Truck Driver at 20915 S. Wilmington Ave, Carson, CA 90810.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to maintain and move trailers to their correct locations, after clocking out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant

to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with

California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal

entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an

employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections

must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Univar Solutions, Inc.
3075 Highland Parkway, Suite 200
Downers Grove, IL 60515

Univar Solutions, Inc.
ATTN: CSC - Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive #150
Sacramento, CA 95833

EXHIBIT 3

November 1, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Jaime Orantes v. Univar Solutions USA Inc. and Univar Solutions Inc.*
Amended PAGA Notice
Case Number: LWDA-CM-980569-23

Dear Representative:

On September 8, 2023, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA) and Univar Solutions Inc. on behalf of Jaime Orantes (“Mr. Orantes”) that Mr. Orantes may allege a cause of action under PAGA in a civil action against Univar Solutions Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof). It has come to our office’s attention that one such affiliate of Univar Solutions Inc. is Univar Solutions USA Inc., which is also the employer’s name on Mr. Orantes’ pay records. As such, Mr. Orantes intends to add Univar Solutions USA Inc. as a named employer in this PAGA notice and collectively with Univar Solutions Inc., will be referred hereinafter as “Employers.”

As detailed below, Employers employed Claimant from approximately May 1990 to present as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Truck Driver at 20915 S. Wilmington Ave, Carson, CA 90810.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and

theories in support thereof.

Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to maintain and move trailers to their correct locations, after clocking out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage

Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers

required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and

address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant

to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor

Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam L. Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Univar Solutions USA Inc.
Univar Solutions, Inc.
3075 Highland Parkway, Suite 200
Downers Grove, IL 60515

Univar Solutions USA Inc.
Univar Solutions, Inc.
ATTN: CSC - Lawyers Incorporating Service, Agent for Service of Process
2710 Gateway Oaks Drive #150
Sacramento, CA 95833

EXHIBIT 4

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

January 10, 2024

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

UNIVAR SOLUTIONS USA INC.

Registered Agent for Service of Process
c/o CSC- Lawyers Incorporating Service
2710 Gateway Oaks Drive., Suite 150N
Sacramento, CA 95833

Certified No.: 7022 3330 0002 1393 4093

UNIVAR SOLUTIONS USA INC.

Attn: Legal Department
200 Lincoln Centre Drive
Foster City, CA 94404

Certified No.: 7022 3330 0002 1393 4109

From: PETER J. GUTIERREZ, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of UNIVAR SOLUTIONS USA INC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jovahn Wiggins, Esq.
Cassandra Castro, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jwiggins@lelawfirm.com
ccastro@lelawfirm.com

Our firm has been retained by aggrieved employee PETER J. GUTIERREZ concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employers, UNIVAR SOLUTIONS USA INC.

We are filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and

2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee PETER J. GUTIERREZ (“Employee”) was employed by UNIVAR SOLUTIONS USA INC. (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around October 2018, until on or about October 25, 2023.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- “Rounding down” or “shaving down” Employee and other current and former aggrieved California-based hourly non-exempt employees total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift resulting in Employee and other current and former aggrieved California-based hourly non-exempt employees remaining on duty during their off-the-clock meal breaks and after clocking-out for the end of their shift in order to take and respond to calls from Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees who worked with hazardous materials to separately launder their uniforms off-the-clock without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer's failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during his employment, Employer failed to pay him and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- “Rounding down” or “shaving down” Employee and other current and former aggrieved California-based hourly non-exempt employees total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift resulting in Employee and other current and former aggrieved California-based hourly non-exempt employees remaining on duty during their off-the-clock meal breaks and after clocking-out for the end of their shift in order to take and respond to calls from Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees who worked with hazardous materials to separately launder their uniforms off-the-clock without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers’ failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer’s aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer’s foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

3. Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- "Rounding" or "shaving" Employee and other current and former aggrieved California-based hourly non-exempt employees total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employer; and
- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift resulting in Employee and other current and former aggrieved California-based hourly non-exempt employees remaining on duty during their off-the-clock meal breaks; and

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums and/or pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

4. Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums

Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 4, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement "obligates Employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during their rest breaks because Employee and other current and former aggrieved California-based hourly non-exempt employees were required to keep their employer-issued radio on them at all times during their shift to monitor and respond to calls from Employer; and
- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

5. *Failure to Indemnify Employees for Employment-Related Expenditures in Violation of Labor Code Section 2802*

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code section 2802(a) states, "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer..."

Employees allege that during their employment, Employers failed to indemnify them and other current and former California-based employees for all necessary expenditures or losses incurred by them in the discharge of their duties due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to separately launder their uniforms off-the-clock without being reimbursed with the costs and/or wear and tear associated with such use.

Employers' aforementioned policies, practices, and/or procedures resulted in Employees and other current and former aggrieved California-based employees not receiving indemnification for employment-related expenditures, in violation of Labor Code 2802.

Based on this violation, Employees will seek both restitution for themselves and other current and former aggrieved California-based employees for Employers' violations of Labor Code section 2802 and will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California.

6. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay him and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, , meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

7. *Failure to Provide Accurate Wage Statements*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number,

(8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. Failure to Timely Pay Final Wages

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. Employer’s Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for

all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer’s violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 2802 and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer’s violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

A handwritten signature in black ink, reading "Vincent C. Granberry". The signature is written in a cursive, flowing style.

Vincent C. Granberry, Esq.

EXHIBIT 5

December 16, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Jaime Orantes and Victoria Villalobos v. Univar Solutions Inc. and Univar Solutions USA Inc.*
Second Amended PAGA Notice
Case Number: LWDA-CM-980569-23

Dear Representative:

On September 8, 2023, pursuant to the Private Attorneys General Act of 2004 (“PAGA”) (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA) and Univar Solutions Inc. on behalf of Jaime Orantes (“Mr. Orantes”) that Mr. Orantes may allege a cause of action under PAGA in a civil action against Univar Solutions Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof).

On November 1, 2023, Mr. Orantes filed an Amended PAGA Notice notifying LWDA that one such affiliate of Univar Solutions Inc. is Univar Solutions USA Inc., which is also the employer’s name on Mr. Orantes’ pay records. As such, Mr. Orantes added Univar Solutions USA Inc. as a named employer in this PAGA notice.

On November 15, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq., entitled *Jaime Orantes v. Univar Solutions USA Inc., and Univar Solutions Inc.*, Los Angeles County Superior Court Case No. 23STCV27985 (“PAGA Action”).

We write to inform you that we have been retained by Victoria Villalobos (“Ms. Villalobos” or “Claimant”) who was employed by Univar Solutions Inc. and Univar Solutions USA Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “Univar” or “Employers”) as a Janitor from approximately June 2022 to April 2024 in the State of California. Ms. Villalobos intends to be added to the PAGA Action as a

named representative and seek penalties for violations of the California Labor Code, which are recoverable under PAGA, and all other remedies available under PAGA. Ms. Villalobos seeks these remedies on behalf of the State of California and all aggrieved employees. The aggrieved employees include all current and former hourly paid and/or non-exempt employees who worked for Univar in the State of California during the relevant statutory period (referred to herein as “Aggrieved Employees”).

All other allegations and claims alleged in Mr. Orantes’ original September 8, 2023 and November 1, 2023 PAGA notices remain the same and repeated below. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or

forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed

to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies

regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor

Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam L. Schimmel

Miriam Schimmel, Esq.

<u>cc: By U.S. Certified Mail, Return Receipt Requested</u>	<u>cc: By E-mail</u>
Univar Solutions USA Inc. Univar Solutions, Inc. 3075 Highland Parkway, Suite 200 Downers Grove, IL 60515	Rebecca Aragon, Esq. raragon@littler.com LITTLER MENDELSON, P.C. 633 West 5th Street 63rd Floor Los Angeles, California 90071
Univar Solutions USA Inc. Univar Solutions, Inc. ATTN: CSC - Lawyers Incorporating Service, Agent for Service of Process 2710 Gateway Oaks Drive #150 Sacramento, CA 95833	James A. Becerra, Esq. jbecerra@littler.com LITTLER MENDELSON, P.C. 2049 Century Park East 5th Floor Los Angeles, California 90067 Attorneys for Univar Solutions Usa Inc., and Univar Solutions Inc.

EXHIBIT 6

CLASS ACTION AND PAGA SETTLEMENT**AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jaime Orantes (“Plaintiff Orantes”) and Peter Gutierrez (“Plaintiff Gutierrez”) (together, “Plaintiffs”), and Defendants Univar Solutions USA Inc. and Univar Solutions Inc. (collectively, “Defendants” or “Univar”). The Agreement refers to Plaintiffs and Univar collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means the following lawsuits: (1) *Orantes v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV26851, filed on November 1, 2023 (“Orantes Class Action”), (2) *Orantes v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV27985, filed on November 15, 2023 (“Orantes PAGA Action”), (3) *Gutierrez v. Univar Solutions USA Inc.*, San Mateo County Superior Court Case No. 24-CIV-00195, filed on January 10, 2024 (“Gutierrez Class Action”), and (4) *Gutierrez v. Univar Solutions USA Inc.*, San Mateo County Superior Court Case No. 24-CIV-01682, filed on March 18, 2024 (“Gutierrez PAGA Action”).
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

- 1.5. “Class” or “Class Members” means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC, and Joseph Lavi, Jovahn Wiggins, and Vincent Granberry of Lavi & Ebrahimian, LLP.
- 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 Actions.
- 1.8. “Class Data” means Class Member identifying information in Univar’s possession including the Class Member’s full name, last-known mailing address, Social Security number, number of Workweeks, and number of PAGA Pay Periods.
- 1.9. “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.
- 1.10. “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 hereto as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from June 22, 2022 to June 1, 2025.
- 1.12. “Class Representatives” means the named Plaintiffs seeking Court approval to serve as the Class Representatives.
- 1.13. “Class Representative Service Payment(s)” means the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.

- 1.15. “Univar” means named Defendants Univar Solutions USA Inc. and Univar Solutions Inc.
- 1.16. “Defense Counsel” means Rebecca Aragon and James Becerra of Littler Mendelson, PC.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; 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 the 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.
- 1.18. “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Gross Settlement Amount” means \$900,000.00, which is the total amount Univar agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.
- 1.21. “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.
- 1.22. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.23. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.25. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. “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.
- 1.28. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Univar for at least one day during the PAGA Period.
- 1.29. “PAGA Period” means the period from August 28, 2022 to June 1, 2025.
- 1.30. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.31. “PAGA Notice” means Plaintiff Orantes’ letter to Univar and the LWDA and Plaintiff Gutierrez’s letter to Univar and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.32. “PAGA Penalties” means the total amount of PAGA civil penalties, \$40,000.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.33. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.34. “Plaintiffs” means Jaime Orantes and Peter J. Gutierrez.

- 1.35. “Preliminary Approval” means the date of entry of the Court’s Preliminary Approval Order.
- 1.36. “Preliminary Approval Order” means the proposed order granting preliminary approval of the Settlement.
- 1.37. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.39. “Released Parties” means Defendants and each of their former and present directors, officers, members, managers, agents, representatives, partners, shareholders, administrators, parent companies, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates, including but not limited to Univar Solutions USA LLC.
- 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 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may submit Requests for Exclusion, written objections, or challenged to Workweeks and/or PAGA Pay Periods. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the expiration of the Response Deadline.
- 1.42. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.43. “Workweek” means any week during which a Class Member worked for Univar for at least one day during the Class Period.

2. RECITALS.

- 2.1. On November 1, 2023, Plaintiff Orantes commenced the Orantes Class Action alleging class action claims against Univar for (1) failure to pay minimum wages; (2) failure to

1 pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest
2 periods, (5) failure to timely pay wages during employment, (6) failure to provide
3 accurate, itemized wage statements, (7) failure to timely pay final wages upon
4 discharge, (8) failure to reimburse business expenses, and (9) unfair business practices
5 pursuant to California Business and Professions Code § 17200 et seq. On November
6 15, 2023, Plaintiff Orantes commenced the Orantes PAGA Action alleging similar
7 claims as the Orantes Class Action under PAGA as well as for alleged failure to
8 maintain payroll records.

9 2.2. On January 10, 2024, Plaintiff Gutierrez commenced the Gutierrez Class Action
10 alleging class action claims against Univar Solutions USA Inc. for (1) failure to pay
11 minimum wages; (2) failure to pay overtime wages, (3) failure to provide meal periods,
12 (4) failure to provide rest periods, (5) failure to indemnify employees for employment-
13 related losses/expenditures, (6) failure to provide accurate, itemized wage statements,
14 (7) failure to timely pay final wages upon discharge, and (8) unfair business practices
15 pursuant to California Business and Professions Code § 17200 et seq. On March 18,
16 2024, Plaintiff Gutierrez commenced the Gutierrez PAGA Action alleging similar
17 claims as the Gutierrez Class Action under PAGA.

18 2.3. The Parties agree that Plaintiffs will file an amended complaint (“Operative
19 Complaint”) in the Orantes Class Action, which will add Plaintiff Gutierrez as a named
20 plaintiff and add the claims alleged in the Orantes PAGA Action, Gutierrez Class
21 Action, and Gutierrez PAGA Action.

22 2.4. Univar denies the allegations in the Actions, denies any failure to comply with the laws
23 identified in the Actions, and denies any and all liability for the causes of action alleged.

24 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice
25 to Univar and the LWDA by sending the PAGA Notice.

26 2.6. On March 25, 2025, the Parties participated in an all-day mediation presided over by
27 mediator Gig Kyriacou, Esq. which led to this Agreement to settle the Actions.
28

2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, written policies relating to wage and hour matters, a sampling of time and payroll data, collective bargaining agreements, as well as metrics concerning the Class Members and Aggrieved Employees. 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*").

2.8. The Court has not granted class certification.

2.9. 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 9 below, Univar promises to pay the Gross Settlement Amount of \$900,000.00 and no more, except Univar will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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 Univar.

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 Order:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 each (total, \$20,000.00) to Plaintiffs (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and/or Aggrieved Employees). Univar will not oppose Plaintiffs' request for Class Representative Service Payments that do

not exceed these amounts. As part of the motion for the Class Counsel Fees Payment and Class Counsel 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, or other deadline set by the Court. If the Court approves a Class Representative Service Payment 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 Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of not more than \$50,000.00. Univar will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing, or other deadline set by the Court. 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. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any 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 Litigation Expenses Payment using one or more IRS 1099 Forms. Univar shall have no liability to Class Counsel for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Univar harmless, and

indemnifies Univar, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$11,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than the aforementioned amount, 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, penalties, and reimbursement of alleged business expenses (the "Non-Wage Portion"). The Non-Wage Portions are 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties (\$10,000.00) 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.

3.2.5.2. 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 and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Univar estimates there are approximately 403 Class Members who collectively worked a total of 47,000 workweeks from June 22, 2022 to March 25, 2025. Based on data provided in advance of mediation, there are 399 Aggrieved Employees who collectively worked a total of 19,403 pay periods from August 28, 2022 to November 15, 2024.

4.2. Class Data. Not later than 15 days after Preliminary Approval, Univar 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 the 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. Univar has 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 Univar 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. Univar shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Univar's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Univar funds 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 and Aggrieved Employees 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 Class Payments to all Participating Class Members (including those for whom a 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

1 Employees (including those for whom a Class Notice was returned
2 undelivered). The Administrator may send Participating Class Members a
3 single check combining the Individual Class Payment and the Individual PAGA
4 Payment. Before mailing any checks, the Settlement Administrator must
5 update the recipients' mailing addresses using the National Change of Address
6 Database.

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

16 4.4.3. For any Class Member whose Individual Class Payment check or Individual
17 PAGA Payment check is uncashed and cancelled after the void date, the
18 Administrator shall transmit the funds represented by such checks to the
19 California Controller's Unclaimed Property Fund in the name of the
20 Participating Class Member and/or Aggrieved Employee thereby leaving no
21 "unpaid residue" subject to the requirements of California Code of Civil
22 Procedure Section 384, subd. (b).

23 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
24 shall not obligate Univar to confer any additional benefits or make any
25 additional payments to Class Members (such as 401(k) contributions or
26 bonuses) beyond those specified in this Agreement.

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

5 6.1. Plaintiffs' Release. Plaintiffs fully release and forever discharge Univar and the
6 Released Parties from any and all claims, causes of action, damages, wages, benefits,
7 expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and
8 any other form of relief or remedy in law, equity, or whatever kind or nature, whether
9 known or unknown, suspected or unsuspected that arise from or are related to their
10 employment with Univar or the Operative Complaint, including but not limited to (1)
11 the Operative Complaint and any claims arising out of or related to the Operative
12 Complaint, (2) any claims under federal, state, or local law for or relating to wages,
13 benefits, compensation, vacation, or other paid time off, and claims for liquidated
14 damages, penalties, or costs and fees associated therewith, including under the
15 California Labor Code or applicable wage order(s), (3) wrongful termination,
16 discrimination, harassment, and/or retaliation, including under the California Fair
17 Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family
18 Medical Leave Act, the California Family Rights Act, the Americans with Disabilities
19 Act, the Equal Pay Act, the California Labor Code, the California Government Code,
20 (4) any act, omission, or occurrence or claim arising out of or related to the Operative
21 Complaint or their employment or termination thereof with Univar, and (5) and any
22 other form of relief or remedy of any kind, nature, or description whatsoever, whether
23 premised on statute, contract, tort, or other theory of liability under state, federal, or
24 local law, (4) all claims that were, or reasonably could have been, alleged, based on the
25 facts contained, in the Operative Complaint, and (5) all PAGA claims that were, or
26 reasonably could have been, alleged based on facts contained in the Operative
27 Complaint or PAGA Notice ("Plaintiffs' Release"). The Plaintiffs' Release does not
28 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 agrees, nonetheless, that the Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of the Plaintiffs' Release, 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.

6.2. 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 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including but not limited to any and all claims for: (1) failure to pay wages including minimum and overtime wages, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to timely pay wages during employment, (5) failure to timely pay final wages upon discharge, (6) failure to provide accurate, itemized wage statements, (7) failure to maintain payroll records, (8) failure to reimburse business expenses, and (9) unfair business practices pursuant to California Business and Professions Code § 17200 *et seq.* Except as set forth in Section 6.3 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.

6.3. 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 PAGA Notice, including but not limited to violations of or based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.

7. **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.

7.1. In conjunction with this Agreement, the Parties wish to consolidate all claims and parties into the Orantes Class Action, in order to seek approval of this Agreement to resolve the Actions. Class Counsel will file the Operative Complaint in the Orantes Class Action, subject to Court approval and Univar's approval, additionally naming Plaintiff Gutierrez as a named plaintiff, and the claims asserted in the Gutierrez Class Action, Gutierrez PAGA Action, and Orantes PAGA Action. After the Operative Complaint is filed, Plaintiffs will seek and obtain dismissal without prejudice of the Gutierrez Class Action, Gutierrez PAGA Action, and Orantes PAGA Action. In the event that the Court does not grant final approval of the Settlement, Plaintiffs will be permitted to separately refile the Gutierrez Class Action, Gutierrez PAGA Action, and Orantes PAGA Action without prejudice, and the filings shall relate back to the original filing date of the Gutierrez Class Action, Gutierrez PAGA Action, and Orantes PAGA Action, respectively.

1 7.2. Blackstone Law, APC agrees to use its best efforts, in good faith, to secure Plaintiff
2 Orantes' approval and execution of this Agreement and involvement in the proceedings
3 to approve this Agreement. In the event Blackstone Law, APC is unable to secure
4 Plaintiff Orantes' approval or involvement, then (1) the Operative Complaint will not
5 name Plaintiff Orantes, and the provisions herein regarding the Plaintiffs' Release,
6 Class Representative Service Payment, and Class Representative shall be null and void
7 as to Plaintiff Orantes; (2) the Gross Settlement Amount shall reduce from \$900,000.00
8 to \$890,000.00; and (2) and the Parties will revise the Class Notice accordingly,
9 including removing reference to the Class Representative Service Payment for Plaintiff
10 Orantes and adjusting the Gross Settlement Amount.

11 7.3. Univar's Declaration in Support of Preliminary Approval. Within 14 days of the full
12 execution of this Agreement, Univar will prepare and deliver to Class Counsel a signed
13 declaration from Univar and Defense Counsel disclosing all facts relevant to any actual
14 or potential conflicts of interest with the Administrator. In their declarations, Defense
15 Counsel and Univar shall aver that they are not aware of any other pending matter or
16 action asserting claims that will be extinguished or adversely affected by the
17 Settlement.

18 7.4. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
19 documents necessary for obtaining preliminary approval, including: (i) a draft of the
20 notice, and memorandum in support, of the Motion for Preliminary Approval that
21 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of
22 the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft
23 proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed
24 declaration from the Administrator attaching its "not to exceed" bid for administering
25 the Settlement and attesting to its willingness to serve; competency; operative
26 procedures for protecting the security of Class Data; all facts relevant to any actual or
27 potential conflicts of interest with Class Members; and the nature and extent of any
28 financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) signed

1 declarations from Plaintiffs confirming willingness and competency to serve and
2 disclosing all facts relevant to any actual or potential conflicts of interest with the Class
3 Members; (v) a signed declaration from each Class Counsel firm attesting to its
4 competency to represent the Class Members; its timely transmission to the LWDA of
5 all necessary PAGA documents (initial notice of violations (Labor Code section
6 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this
7 Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any
8 actual or potential conflict of interest with Class Members and/or the Administrator.

9 7.5. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
10 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval
11 no later than 30 days after the full execution of this Agreement; obtaining a prompt
12 hearing date for the Motion for Preliminary Approval; and for appearing in Court to
13 advocate in favor of the Motion for Preliminary Approval. Plaintiffs are responsible
14 for delivering the Court's Preliminary Approval Order to the Administrator.

15 7.6. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
16 Preliminary Approval and/or the supporting declarations and documents, the Parties
17 will expeditiously work together, by and through their respective counsel, by meeting
18 in person or by telephone, and in good faith, to resolve the disagreement. If the Court
19 does not grant preliminary approval or conditions preliminary approval on any material
20 change to this Agreement, the Parties, by and through their respective counsel will
21 expeditiously work together on behalf of the Parties by meeting in person or by
22 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
23 concerns.

24 **8. SETTLEMENT ADMINISTRATION.**

25 8.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement
26 Administrators to serve as the Administrator. The Parties and their Counsel represent
27 that they have no interest or relationship, financial or otherwise, with the Administrator
28 other than a professional relationship arising out of prior experiences administering

1 settlements.

2 8.2. Employer Identification Number. The Administrator shall have and use its own
3 Employer Identification Number for purposes of calculating payroll tax withholdings
4 and providing reports state and federal tax authorities.

5 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
6 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
7 Regulation section 468B-1.

8 8.4. Notice to Class Members.

9 8.4.1. No later than three (3) court days after receipt of the Class Data, the
10 Administrator shall notify Class Counsel that the list has been received and state
11 the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
12 Pay Periods in the Class Data.

13 8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
14 days after receiving the Class Data, the Administrator will send to all Class
15 Members and Aggrieved Employees identified in the Class Data, via first-class
16 United States Postal Service (“USPS”) mail, the Class Notice substantially in
17 the form attached to this Agreement as **Exhibit A**. The first page of the Class
18 Notice shall prominently estimate the dollar amounts of any Individual Class
19 Payment and/or Individual PAGA Payment payable to the Class Member, and
20 the number of Workweeks and PAGA Pay Periods (if applicable) used to
21 calculate these amounts. Before mailing Class Notices, the Administrator shall
22 update Class Member addresses using the National Change of Address
23 database.

24 8.4.3. Not later than 3 court days after the Administrator’s receipt of any Class Notice
25 returned by the USPS as undelivered, the Administrator shall re-mail the Class
26 Notice using any forwarding address provided by the USPS. If the USPS does
27 not provide a forwarding address, the Administrator shall conduct a Class
28 Member Address Search, and re-mail the Class Notice to the most current

1 address obtained. The Administrator has no obligation to make further attempts
2 to locate or send Class Notice to Class Members whose Class Notice is returned
3 by the USPS a second time.

4 8.4.4. The deadlines for Class Members' written objections, challenges to Workweeks
5 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
6 additional 14 days beyond the Response Deadline for all Class Members whose
7 Class Notice is re-mailed. The Administrator will inform the Class Member of
8 the extended deadline with the re-mailed Class Notice.

9 8.4.5. If the Administrator, Univar, or Class Counsel is contacted by or otherwise
10 discovers any persons who believe they should have been included in the Class
11 Data and should have received Class Notice, the Parties will expeditiously meet
12 and confer in person or by telephone, and in good faith, in an effort to agree on
13 whether to include them as Class Members. If the Parties agree, such persons
14 will be Class Members entitled to the same rights as other Class Members, and
15 the Administrator will send, via email or overnight delivery, a Class Notice
16 requiring them to exercise options under this Agreement not later than 14 days
17 after receipt of Class Notice, or the deadline dates in the Class Notice,
18 whichever is later.

19 8.5. Requests for Exclusion (Opt-Outs).

20 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
21 Settlement must send the Administrator, by fax, email, or mail, a signed written
22 Request for Exclusion not later than the Response Deadline (plus an additional
23 14 days for Class Members whose Class Notice is re-mailed). A Request for
24 Exclusion is a letter from a Class Member or the Class Member's representative
25 that reasonably communicates the Class Member's election to be excluded from
26 the Class Settlement and includes the Class Member's full name, address and
27 email address or telephone number. To be valid, a Request for Exclusion must
28 be timely faxed, emailed, or postmarked by the Response Deadline.

1 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
2 fails to contain all the information specified in the Class Notice. The
3 Administrator shall accept any Request for Exclusion as valid if the
4 Administrator can reasonably ascertain the identity of the person as a Class
5 Member and the Class Member's desire to be excluded. The Administrator's
6 determination shall be final and not appealable or otherwise susceptible to
7 challenge. If the Administrator has reason to question the authenticity of a
8 Request for Exclusion, the Administrator may demand additional proof of the
9 Class Member's identity. The Administrator's determination of authenticity
10 shall be final and not appealable or otherwise susceptible to challenge.

11 8.5.3. Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this Agreement,
13 entitled to all benefits and bound by all terms and conditions of the Settlement,
14 including the Released Class Claims, regardless whether the Participating Class
15 Member actually receives the Class Notice or objects to the Settlement.

16 8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
17 a Non-Participating Class Member and shall not receive an Individual Class
18 Payment or have the right to object to the class action components of the
19 Settlement. Because future PAGA claims are subject to claim preclusion upon
20 entry of the Judgment, Non-Participating Class Members who are Aggrieved
21 Employees are deemed to release the Released PAGA Claims and are eligible
22 for an Individual PAGA Payment.

23 8.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class
24 Member shall have until the Response Deadline (plus an additional 14 days for Class
25 Members whose Class Notice is re-mailed) to challenge the number of Workweeks
26 and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
27 The Class Member may challenge the allocation by communicating with the
28 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 and/or PAGA Pay Periods 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.

8.7. Objections to Settlement.

8.7.1. 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 Payments.

8.7.2. 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 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

8.8. 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.

1 8.8.1. Website, Email Address, and Toll-Free Number. The Administrator will
2 establish, maintain, and use an internet website to post information of interest
3 to Class Members including the date, time, and location for the Final Approval
4 Hearing and copies of the Agreement, Motion for Preliminary Approval, the
5 Preliminary Approval Order, the Class Notice, the Motion for Final Approval,
6 the motion for the Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment, and Class Representative Service Payments, the Final
8 Approval Order, and the Judgment. The Administrator will also maintain and
9 monitor an email address, fax number, and a toll-free telephone number to
10 receive Class Member calls, faxes, and emails.

11 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their
13 validity. Not later than 5 days after the expiration of the Response Deadline,
14 the Administrator shall email a list to Class Counsel and Defense Counsel
15 containing (a) the names and other identifying information of Class Members
16 who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b)
17 the names and other identifying information of Class Members who have
18 submitted invalid Requests for Exclusion; and (c) copies of all Requests for
19 Exclusion from Settlement submitted (whether valid or invalid).

20 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
21 reports to Class Counsel and Defense Counsel that, among other things, tally
22 the number of: Class Notices mailed or re-mailed, Class Notices returned
23 undelivered, Requests for Exclusion (whether valid or invalid) received,
24 objections received, challenges to Workweeks and/or PAGA Pay Periods
25 received and/or resolved, and checks mailed for Individual Class Payments and
26 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
27 include provide the Administrator’s assessment of the validity of Requests for
28

1 Exclusion and attach copies of all Requests for Exclusion and objections
2 received.

3 8.8.4. Administrator's Declaration. Not later than 14 days before the date by which
4 Plaintiffs are required to file the Motion for Final Approval of the Settlement,
5 the Administrator will provide to Class Counsel and Defense Counsel, a signed
6 declaration suitable for filing in Court attesting to its due diligence and
7 compliance with all of its obligations under this Agreement, including, but not
8 limited to, its mailing of the Class Notice, the Class Notices returned as
9 undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
10 the total number of Requests for Exclusion from Settlement it received (both
11 valid or invalid), the number of written objections, the number of challenges to
12 Workweeks and PAGA Pay Periods, and attach the Exclusion List. The
13 Administrator will supplement its declaration as needed or requested by the
14 Parties and/or the Court. Plaintiffs are responsible for filing the Administrator's
15 declaration(s) in Court.

16 8.8.5. Final Report by Settlement Administrator. Within 10 days after the
17 Administrator disburses all funds in the Gross Settlement Amount, the
18 Administrator will provide Class Counsel and Defense Counsel with a final
19 report detailing its disbursements by employee identification number only of all
20 payments made under this Agreement. At least 15 days before any deadline set
21 by the Court, the Administrator will prepare, and submit to Class Counsel and
22 Defense Counsel, a signed declaration suitable for filing in Court attesting to its
23 disbursement of all payments required under this Agreement. Plaintiffs are
24 responsible for filing the Administrator's declaration in Court.

25 **9. ESCALATOR CLAUSE.** To the extent the number of Workweeks worked by the Class
26 Members during the Class Period exceeds 47,000 Workweeks by 10% (i.e., 51,700
27 Workweeks), the Gross Settlement Amount shall increase by the percentage of Workweeks
28 exceeding 51,700. For example, if the actual number of Workweeks are 52,217, which is 517

more Workweeks than 51,700, there shall be a 1% increase in the Gross Settlement Amount.

10. UNIVAR’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Univar may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Univar withdraws, 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, Univar will remain responsible for paying all of the Administrator’s expenses incurred to that point. Univar must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, or other deadline set by the Court, 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. (l), a proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 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.

11.1. 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.

11.2. Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Agreement (including, but not limited to, the scope of release to be granted by Participating 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Orantes Class 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.

11.4. 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 Agreement, 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.

11.5. 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 Participating 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 the Judgment, sharing, on a 50-50 basis, any additional Administrator expenses reasonably

1 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's
2 award of the Class Representative Service Payments or any payments to Class Counsel
3 shall not constitute a material modification of the Judgment within the meaning of this
4 paragraph, as long as the Gross Settlement Amount remains unchanged.

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

8 **13. ADDITIONAL PROVISIONS.**

9 13.1. No Admission of Liability, Class Certification, or Representative Manageability for
10 Other Purposes. This Agreement represents a compromise and settlement of highly
11 disputed claims. Nothing in this Agreement is intended or should be construed as an
12 admission by Univar that any of the allegations in the operative complaints of the
13 Actions have merit or that Univar has any liability for any claims asserted; nor should
14 it be intended or construed as an admission by Plaintiffs that Univar's defenses in the
15 Actions have merit. The Parties agree that class certification and representative
16 treatment is for purposes of the Settlement only. If, for any reason the Court does grant
17 preliminary approval, final approval, or enter the Judgment, Univar reserves the right
18 to contest certification of any class for any reasons, and Univar reserves all available
19 defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class
20 certification on any grounds available and to contest Univar's defenses. The
21 Settlement, this Agreement, and the Parties' willingness to settle the Actions will have
22 no bearing on, and will not be admissible in connection with, any litigation (except for
23 proceedings to enforce or effectuate the Settlement and this Agreement).

24 13.2. Confidentiality Prior to Preliminary Approval. The Parties separately agree that, until
25 the Motion for Preliminary Approval of Settlement is filed, they and each of them will
26 not disclose, disseminate, and/or publicize, or cause or permit another person to
27 disclose, disseminate, or publicize, any of the terms of the Agreement directly or
28 indirectly, specifically or generally, to any person, corporation, association,

1 government agency, or other entity except: (1) to the Parties' attorneys, accountants,
2 or spouses, all of whom will be instructed to keep this Agreement confidential; (2)
3 counsel in a related matter; (3) to the extent necessary to report income to appropriate
4 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an
5 inquiry or subpoena issued by a state or federal government agency. Each Party agrees
6 to immediately notify each other Party of any judicial or agency order, inquiry, or
7 subpoena seeking such information. The Parties separately agree not to, directly or
8 indirectly, initiate any conversation or other communication, before the filing of the
9 Motion for Preliminary Approval, any with third party regarding this Agreement or the
10 matters giving rise to this Agreement except to respond only that "the matter was
11 resolved," or words to that effect. This paragraph does not restrict Class Counsel's
12 communications with Class Members in accordance with Class Counsel's ethical
13 obligations owed to Class Members. This paragraph does not restrict Plaintiffs and
14 Class Counsel from undertaking any and all disclosures required to be made to the
15 LWDA in conformity with PAGA. The Parties hereby direct their respective counsel
16 to keep the terms of the Agreement confidential pursuant to the terms of this paragraph
17 13.2.

18 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees will not solicit any Class Member to opt out of or object to the Settlement,
20 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict
21 Class Counsel's ability to communicate with Class Members in accordance with Class
22 Counsel's ethical obligations owed to Class Members.

23 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the
25 Parties relating to the Settlement, superseding any and all oral representations,
26 warranties, covenants, or inducements made to or by any Party.

27 13.5. Attorney Authorization. The Parties separately warrant and represent that they have
28 authorized their respective counsel to take all appropriate action required or permitted

1 to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
2 execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
5 best efforts, in good faith, to implement the Settlement by, among other things,
6 modifying the Settlement Agreement, submitting supplemental evidence, and
7 supplementing points and authorities as requested by the Court. In the event the Parties
8 are unable to agree upon the form or content of any document necessary to implement
9 the Settlement, or on any modification of the Agreement that may become necessary
10 to implement the Settlement, the Parties will seek the assistance of the mediator and/or
11 the Court for resolution.

12 13.7. No Prior Assignments. The Parties separately represent and warrant that they have not
13 directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity and portion of any liability, claim,
15 demand, action, cause of action, or right released and discharged by the Party in the
16 Settlement.

17 13.8. No Tax Advice. The Parties are providing any advice regarding taxes or taxability, nor
18 shall anything in this Agreement be relied upon as such within the meaning of United
19 States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

20 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
21 modified, changed, or waived only by an express written instrument signed by all
22 Parties or their representatives, and approved by the Court.

23 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
24 the benefit of, the successors of each of the Parties.

25 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
26 governed by and interpreted according to the internal laws of the State of California,
27 without regard to conflict of law principles.
28

- 1 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis
3 that the Party was the drafter or participated in the drafting.
- 4 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Actions and in this Agreement relating to the confidentiality of
6 information shall survive the execution of this Agreement.
- 7 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
8 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
9 Counsel by Univar in connection with the mediation, other settlement negotiations, or
10 in connection with the Settlement, may be used only with respect to the Settlement, and
11 no other purpose, and may not be used in any way that violates any existing contractual
12 agreement, statute, or rule of court. Not later than 90 days after the date when the Court
13 discharges the Administrator's obligation to provide a declaration confirming the final
14 pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions
15 of Class Data received from Univar unless, prior to the Court's discharge of the
16 Administrator's obligation, Univar makes a written request to Class Counsel for the
17 return, rather than the destructions, of Class Data.
- 18 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this
20 Agreement.
- 21 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
22 be to calendar days. In the event any date or deadline set forth in this Agreement falls
23 on a weekend or federal legal holiday, such date or deadline shall be on the first
24 business day thereafter.
- 25 13.17. Notice. All notices, demands, or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given
27 as of the third business day after mailing by United States mail, or the day sent by email
28 or messenger, addressed as follows:

To Plaintiffs: Jonathan M. Genish
Miriam L. Schimmel (mschimmel@blackstonepc.com)
Joana Fang (jfang@blackstonepc.com)
Alexandra Rose (arose@blackstonepc.com)
Jared C. Osborne (josborne@blackstonepc.com)
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, CA 90211

Joseph Lavi (jlavi@lelawfirm.com)
Vincent Granberry (vgranberry@lelawfirm.com)
Jovahn Wiggins (jwiggins@lelawfirm.com)
Joanna Meneses (jmeneses@lelawfirm.com)
Lavi & Embrahimian, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, CA 90211

To Univar: Rebecca Aragon
James Becerra
Littler Mendelson, P.C.
633 W. 5th St., 63rd Floor
Los Angeles, CA 90071

13.18. 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.

13.19. 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 that upon the signing of this Agreement that 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.

Dated:

Plaintiff Jaime Orantes

Dated: 09/16/2025

Peter Gutierrez

Plaintiff Peter Gutierrez

Dated:

Defendant Univar Solutions USA Inc.

Name: _____

Title: _____

Dated:

Defendant Univar Solutions Inc.

Name: _____

Title: _____

Approved as to Form:

Dated: 9/16/2025



Alexandra Rose
BLACKSTONE LAW, APC
Attorneys for Plaintiff Jaime Orantes

Dated: 09/16/2025

Joseph Lavi

Joseph Lavi
LAVI & EBRAHIMIAN, LLP
Attorneys for Plaintiff Peter Gutierrez

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Dated:

Plaintiff Jaime Orantes

Dated:

Plaintiff Peter Gutierrez

Dated: September 12, 2025


Defendant Univar Solutions USA Inc.

Name: Alexa Colin

Title: Chief Legal Officer & Corp. Secretary

Dated: September 12, 2025


Defendant Univar Solutions Inc.

Name: Alexa Colin

Title: Chief Legal Officer & Corp. Secretary

Approved as to Form:

Dated:

Alexandra Rose
BLACKSTONE LAW, APC
Attorneys for Plaintiff Jaime Orantes

Dated:

Joseph Lavi
LAVI & EBRAHIMIAN, LLP
Attorneys for Plaintiff Peter Gutierrez

1
2 Dated: September 19, 2025



Rebecca Aragon
LITTLER MENDELSON, P.C.

Attorneys for Defendants
UNIVAR SOLUTIONS USA INC. and
UNIVAR SOLUTIONS INC.

Exhibit A

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

Orantes, et al. v. Univar Solutions USA Inc., et al.

Los Angeles County Superior Court Case No. 23STCV26851

***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”) filed by Plaintiffs Jaime Orantes and Peter Gutierrez (together, “Plaintiffs”) against Univar Solutions USA Inc. and Univar Solutions Inc. (together, “Defendants” or “Univar”) for alleged wage and hour violations. The Action seeks payment of (1) back wages and other relief for a class of all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period (“Class” or “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “Class Period” is the period from June 22, 2022 to June 1, 2025. The “PAGA Period” is the period from August 28, 2022 to June 1, 2025.

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

Based on Univar’s 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 Univar’s 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 Univar’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods 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. The Court will also decide whether to enter a judgment that requires Univar to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Univar.

If you worked for Univar during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class

Member and/or Aggrieved Employee, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Univar.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Univar, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Univar 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 wage claims against Univar that are covered by this Settlement.
You Can Opt-out of the Class Settlement but not the PAGA Settlement 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. You cannot opt-out of the PAGA portion of the proposed Settlement. Univar must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement 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 Class 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 reduces 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 _____ 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/PAGA Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period ("Workweeks") and how many pay periods you worked at least one day during the PAGA Period ("PAGA Pay Periods"), respectively. The number Workweeks and PAGA Pay

**Written Challenges Must
be Submitted by ____**

Periods you worked according to Univar's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

The Action was brought by Plaintiffs and accuses Univar of violating California labor laws including (1) failure to pay wages including minimum and overtime wages, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to timely pay wages during employment, (5) failure to timely pay final wages upon discharge, (6) failure to provide accurate, itemized wage statements, (7) failure to maintain payroll records, and (8) failure to reimburse business expenses, as well as (9) unfair business practices pursuant to California Business and Professions Code § 17200 et seq. Based on the same claims, the Action also asserts a claim for civil penalties under PAGA.

Plaintiffs are represented by attorneys in the Action: Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Jared C. Osborne, and Alexandra Rose of Blackstone Law, APC, and Joseph Lavi, Jovahn Wiggins, and Vincent Granberry of Lavi & Ebrahimian, LLP ("Class Counsel").

Univar strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

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

So far, the Court has made no determination whether Univar or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Univar hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 Univar 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, Univar do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Univar have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. 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?

1. Univar Will Pay \$900,000.00 as the Gross Settlement Amount ("Gross Settlement Amount").

Univar has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount 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 LWDA. Assuming the Court grants Final Approval, Univar will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$300,000 (1/3 of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 each to Plaintiffs as Class Representative Service Payments for pursuing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - C. Up to \$11,000 to the Administrator for services administering the Settlement.
 - D. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Univar are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest, penalties, and any alleged unreimbursed business expenses ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Univar 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 Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Univar 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.

5. 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, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. 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 Univar have agreed that, in either case, the Settlement will be void: Univar will not pay any money and Class Members will not release any claims against Univar.

7. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion, written objections, and challenges over 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.
8. Participating Class Members’ Release. After the Judgment is final and Univar has fully funded the Gross Settlement Amount (and separately paid the employer-side 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 Univar or related entities for wages based on the claims as defined below:

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 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including but not limited to any and all claims for: (1) failure to pay wages including minimum and overtime wages, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to timely pay wages during employment, (5) failure to timely pay final wages upon discharge, (6) failure to provide accurate, itemized wage statements, (7) failure to maintain payroll records, (8) failure to reimburse business expenses, and (9) unfair business practices pursuant to California Business and Professions Code § 17200 *et seq.* (collectively, the “Released Class Claims”). Except for the Released PAGA Claims, 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.

9. Aggrieved Employees’ Release. After the Court’s judgment is final and Univar has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Univar, 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 Univar or its related entities based on the claims as defined below:

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 PAGA Notice, including but not limited to violations of or based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. 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.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing 25% of the PAGA Penalties (i.e., \$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Univar's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge 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.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Univar's calculation of Workweeks and/or PAGA Pay Periods based on Univar's 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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Univar's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. 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.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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 full name, present mailing address, email address or telephone number, and a simple statement that you do not want to participate in the Class 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 _____, and include your identifying information (full name, present mailing address, email address or telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **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 Univar are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payments stating (i) the amounts Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. 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, and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payments 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 _____ and include your full name, present mailing address, email address or telephone number, and approximate dates of employment for Univar 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 _____ at _____ (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, 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 LACourtConnect (<https://www.lacourt.org/lacc/>). 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 Univar 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 (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV26851. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel: Blackstone Law, APC

Name of Attorneys: Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and Jared C. Osborne

Email Addresses: mschimmel@blackstonepc.com, jfang@blackstonepc.com, arose@blackstonepc.com, josborne@blackstonepc.com

Mailing Address: 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211

Telephone: (310) 622-4278

Class Counsel: Lavi & Ebrahimian, LLP

Name of Attorneys: Joseph Lavi, Jovahn Wiggins, and Vincent Granberry

Email Addresses: jlavi@lelawfirm.com, ccastro@lelawfirm.com, jmeneses@lelawfirm.com

Mailing Address: 8889 W. Olympic Blvd., Suite 200, Beverly Hills, CA 90211

Telephone: (310) 432-0000

Administrator:

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 7



Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Lun 20/10/2025 13:05

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

10/20/2025 11:05:05 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/20/2025 11:05:05 AM your Proposed Settlement was successfully processed for case number LWDA-CM-980569-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>



Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Lun 20/10/2025 13:15

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

10/20/2025 11:15:14 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/20/2025 11:15:14 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1004212-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>