ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER:
NAME: Maria Halwdjian (SBN 358015)
FIRM NAME: LAWYERS for JUSTICE, PC
STREET ADDRESS: 450 North Brand Blvd., Suite 900
CITY: Glendale STATE: CA ZIP CODE: 91203
TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021
EMAIL ADDRESS: maria@calljustice.com
ATTORNEY FOR *(name)*: Plaintiff Pascual Marin

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 312 N. Spring Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, 90012
BRANCH NAME: Spring Street Courthouse

PLAINTIFF/PETITIONER: Pascual Marin
DEFENDANT/RESPONDENT: Bay Cities Container Corporation

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 23STCV18427

(Check one): [✖] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 16, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

EXHIBIT 1 - ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: October 26, 2026

Maria Halwadjian
(TYPE OR PRINT NAME OF [✖] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)


(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

PLAINTIFF/PETITIONER: Pascual Marin DEFENDANT/RESPONDENT: Bay Cities Container Corporation	CASE NUMBER: 23STCV18427

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
   PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date: October 26, 2026

Deven Launchbaugh
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Electronically Received 09/22/2026 03:39 PM

FILED
Superior Court of California
County of Los Angeles
10/16/2026
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Maria Halwadjian (358015)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Pascual Marin

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

PASCUAL MARIN, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

BAY CITIES CONTAINER CORPORATION, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23STCV18427

Honorable David S. Cunningham III
Department 11

CLASS ACTION

~~[REVISED PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	October 16, 2026
Time:	10:00 a.m.
Department:	11
Complaint Filed:	August 3, 2023
FAC Filed:	January 25, 2024
Trial Date:	None Set

This matter has come before the Honorable David S. Cunningham III in Department 11 of the Superior Court of the State of California, for the County of Los Angeles for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Pascual Marin ("Plaintiff"), individually and on behalf of all others similarly situated and aggrieved employees and Stone & Sallus LLP appears as counsel for Bay Cities Container Corporation ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the First Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 2**" to the Supplemental Declaration of Maria Halwadjian in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their and each other's respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

///

4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment, PAGA Penalties, Administration Expenses Payment, and payments to the Participating Class Members and Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former hourly-paid or non-exempt employees of Defendant in the State of California employed during the Class Period. "Class Period" is defined as the period from August 3, 2019 July 31, 2025.

7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Brian J. St. John, and Maria Halwadjian of Lawyers *for* Justice, PC as Class Counsel.

8. The Court provisionally appoints Plaintiff Pascual Marin as the Class Representative.

9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the administration of the Settlement ("Administrator").

10. No later than fifteen (15) calendar days after entry of this Preliminary Approval Order, Defendant shall provide the Administrator with a Microsoft Excel spreadsheet containing Class members' names, last known-mailing addresses, Social Security numbers, and number of Class Period Workweeks and PAGA Pay Periods ("Class Data"), in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as "**EXHIBIT A**." The Class Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' and Aggrieved Employees' right to challenge the Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Participating Class Member's right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice to all Class Members within fourteen (14) calendar days of received the Class Data from Defendant, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting to the Administrator a signed written timely and valid Request for Exclusion, by fax, email, or mail, no later than sixty (60) calendar days from the initial mailing of the Class Notice ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by fourteen (14) calendar days from the date of the Response Deadline. Any Class Member who submits a Request for Exclusion from the Class Settlement will not be a Participating Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who submit a

timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on June 03, 2027 at 10:00 a.m./~~p.m.~~ in Department 11 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, by May 03, 2027, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting an objection to the Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written objection. The objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement. A Participating Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final

Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault, wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: 10/16/2026

By: _____
~~The Honorable David S. Cunningham III~~
Judge of the Superior Court
Honorable Bruce G. Iwasaki

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Marin v. Bay Cities Container Corporation
Superior Court of California for the County of Los Angeles, Case No. 23STCV18427

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the putative class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the Settlement, and how you can request to be excluded from the settlement, object to the Settlement, and/or dispute the number of Workweeks with which you are credited, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Pascual Marin ("Plaintiff") and Defendant Bay Cities Container Corporation ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Pascual Marin v. Bay Cities Container Corporation*, Los Angeles County Superior Court, Case No. 23STCV18427 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the Settlement.

I. IMPORTANT DEFINITIONS

"**Aggrieved Employee(s)**" means all current and former hourly-paid or non-exempt employees of Defendant in the state of California employed during the PAGA Period.

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

"**Class Period**" means the period from August 3, 2019 through July 31, 2025.

"**Class Settlement**" means the settlement and release of the Released Class Claims.

"**PAGA Period**" means the period from October 27, 2022 through July 31, 2025.

"**PAGA Settlement**" means the settlement and release of the Released PAGA Claims.

"**Participating Class Member(s)**" means a Class member who does not submit a valid and timely Request for Exclusion from the Settlement.

II. BACKGROUND OF THE ACTION

On August 3, 2023, Plaintiff commenced the Action by filing a Class Action Complaint for Damages against Defendant in Los Angeles County Superior Court. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during and upon termination of employment and associated waiting time penalties, provide accurate wage statements, keep requisite payroll records, engage in fair business practices, and reimburse business expenses. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

On October 27, 2023, Plaintiff provided written notice to the California Labor & Workforce Development Agency ("LWDA") by online submission and to Defendant by certified mail of his intent to seek civil penalties for Defendant's alleged violations of the California Labor Code and Industrial Welfare Commission Orders.

On January 25, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private

Attorneys General Act ("PAGA"), California Labor Code Section 2698, *et seq*., in Los Angeles County Superior Court. Defendant denies all of the allegations in the Action or that it violated any law. Defendant contends that at all times it has complied with federal, state, and local laws.

The Parties participated in mediation and on-going settlement negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement ("Settlement" or "Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [enter settlement administrator] as the administrator of the Settlement ("Administrator"), Plaintiff as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
Lawyers *for* Justice, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Class Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Class Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and Aggrieved Employees. The Court has made no ruling on the merits of Plaintiff's or the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Twenty-Five Thousand Dollars ($525,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) Class Counsel Fees Payment, consisting of attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e. $175,000.00 if the Gross Settlement Amount remains $525,000.00); (2) Class Counsel Litigation Expenses Payment, reimbursement of litigation costs and expenses in an amount not to exceed Twenty Five Thousand Dollars ($25,000) to Class Counsel; (3) Class Representative Service Payment in an amount not to exceed Seven Thousand Five Hundred Dollars ($7,500) for Plaintiff for his services in the Action; and (4) Administration Expenses Payment in an amount not to exceed Seven Thousand Seven-Hundred Fifty Dollars ($7,750) to the Administrator; (5) Individual PAGA Payments in the amount of Ten Thousand Dollars ($10,000); (6) LWDA PAGA Payment in the amount of Thirty Thousand Dollars ($30,000). The PAGA Penalties of $40,000 will be distributed 75% to the LWDA (i.e. $30,000) ("LWDA PAGA Payment") and the remaining 25% (i.e., $10,000) will be distributed to Aggrieved Employees.

Class Members are eligible to receive payment under the Settlement of their share of the Net Settlement Amount ("Individual Class Payment") based on the number of weeks they worked for Defendant in California as an hourly paid, non-exempt employee at Bay Cities Container Corporation during the Class Period, and the number of weeks each Aggrieved Employee worked for Bay Cities Container Corporation as an hourly-paid, non-exempt employee within

California during the PAGA Period.

The Administrator has divided the total number of Workweeks worked by all Participating Class Members during the Class Period, and multiplied that number by each Participating Class member's Workweeks, to yield his or her Individual Class Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

Each Individual Class Payment will be allocated twenty percent (20%) as taxable wages, which will be reported on an IRS Form W2, and eighty percent (80%) as penalties, interest, and other non-wage damages, which will be reported on an IRS Form 1099. Each Individual Class Payment shall be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual Class Payment, resulting in a net payment to the Participating Class Member.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalties ("Individual PAGA Payment") based on Workweeks worked during the PAGA Period.

The Administrator has divided the amount of the Aggrieved Employee's 25% share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and multiplied that number by each Aggrieved Employee's PAGA Pay Periods, to yield his or her estimated Individual PAGA Payment he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).
Each Individual PAGA Payment will be allocated at 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Class Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Administrator as soon as possible to ensure you receive any payment to which you may be entitled under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

- **From August 3, 2019, through July 31, 2025 (i.e., Class Period), you were employed by Defendant as an hourly paid or non-exempt employee in California at Bay Cities Container Corporation for [__] Workweeks [subject to change in accordance with the Escalator Clause].**
- **From October 27, 2022, through July 31, 2025 (i.e., PAGA Period), you were employed by Defendant as an hourly paid or non-exempt employee of in California at Bay Cities Container Corporation for [__] Workweeks [subject to change in accordance with the Escalator Clause].**

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter via fax, email, or mail, that is sent to the Administrator. The written letter must: (a) contain the case name and number of the Action (*Pascual Marin v. Bay Cities Container Corporation*, Case No. 23STCV18427); (b) be signed by you; (c) contain your full name, mailing address, and telephone number; (d) clearly state that you dispute the number of Workweeks credited to you during the Class Period and/or PAGA Period and what you contend is the correct number to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by fax, email, or mail to the Administrator at the address specified in Section IV.B below, postmarked or delivered **no later than [the Response Deadline].**

C. Your Estimated Individual Class Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Class Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Class Payment is estimated to be $_____. The Individual Class Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $_____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Individual Class Payment checks will be valid and negotiable for 180 days after they are initially issued and expire after the 180th day. Thereafter, the checks will be cancelled and funds from any cancelled checks will be transmitted to the California Controller's Unclaimed Property Fund, subject to Court approval, in the name of the Participating Class Member(s) whose checks were cancelled, who will remain bound by the Settlement.

D. Release of Claims

Upon the Effective Date, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims against Defendant, and if Participating Class Members cash, deposit, or otherwise negotiate their Individual Class Payment, they shall be deemed to have opted-in to the Class Settlement under the Fair Labor Standards Act.

"Released Class Claims" means the claims released by the 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, arising during the Class Period, under state, federal, or local law, that were asserted or reasonably could have been asserted based on the facts stated in the Operative Complaint in the Action for: (i) failure to pay overtime wages under Labor Code Sec. 510, 1198; (ii) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (iii) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7, 512; (iv) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (v) failure to timely pay wages upon termination under Labor Code Sec. 203; (vi) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (vii) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (viii) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (ix) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (x) violation of California's unfair competition law (Business and Professions Code Sec. 17200, et seq.). The Release Period is the same as the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

"Released PAGA Claims" means all claims that the Aggrieved Employees 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, arising during the PAGA Period, that were asserted or reasonably could have been asserted based on the facts stated in the Operative Complaint in the Action and the PAGA Notice, including those arising from claims for: (i) failure to pay overtime wages under Labor Code Sec. 510, 1198; (ii) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (iii) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7, 512; (iv) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (v) failure to timely pay wages upon termination under Labor Code Sec. 203; (vi) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (vii) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (viii) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (ix) failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

"Released Parties" means Defendant and each of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees, as well as each of

their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns, or legal representatives.

E. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to one-third percent (1/3) of the Gross Settlement Amount (i.e. an amount of up to $175,000 if the Gross Settlement Amount remains $525,000.00) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars ($25,000), subject to approval by the Court. All Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Service Payment to Plaintiff

Plaintiffs will each seek the amount of Seven Thousand Five Hundred Dollars ($7,500) ("Class Representative Service Payment") in recognition of their services in connection with the Action. The Class Representative Service Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to the Individual Class Payment to which he is entitled under the Settlement.

G. Administration Expenses Payment to the Administrator

Payment to the Administrator is estimated not to exceed Seven Thousand Five Hundred ($7,750) ("Administration Expenses Payment") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and disputes of Workweeks, calculating Individual Class Payments, Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Class Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, and if the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and be issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D. above.

As a Class Member and Aggrieved Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Settlement by submitting a written request ("Request for Exclusion") to the Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Pascual Marin v. Bay Cities Container Corporation*, Case No. 23STCV18427); (b) be signed by you; (c) contain your full name; (d) contain your address; (e) contain your telephone number; (f) contain a statement clearly indicating that you want to opt out of the Settlement; and (g) be submitted to the Administrator by fax, mail, or email, postmarked **no later than [Response Deadline]**, at the following mailing address:

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of the Released PAGA Claims described in Section III.D. above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement, as long as you have not submitted a Request for Exclusion, by submitting a written objection, by fax, email, or mail, to the Administrator.

You may object to the proposed Settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Pascual Marin v. Bay Cities Container Corporation*, Case No. 23STCV18427); (b) contain your full name and signature; (c) contain your address; (d) contain your telephone number; (e) contain a written statement clearly stating the factual and legal basis for objecting to the Settlement; (f) contain copies of any papers, briefs, or other documents upon which the objection is based; (g) indicate whether you are represented by counsel and identify said counsel; (h) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing; and (i) be faxed, emailed, or postmarked to the Administrator **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 11 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payment to Plaintiff, and Administration Expenses Payment to the Administrator.

The hearing may be continued without further notice to Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Please check the Los Angeles County Superior Court's website for the latest information regarding possible closures and/or restrictions on access to physical court locations in light of the ongoing COVID-19 pandemic.

If the Court approves the Settlement and if you do not opt out, your individual payment set forth in Section III.C above is expected to be distributed after Defendant makes payment to the Administrator. To check on the progress of the Settlement, contact the Administrator at the toll-free phone number or address listed above.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Agreement, may be examined (a) online on the Superior Court of California, County of Los Angeles's Civil Case Access at https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access or (b) in person at Records, Superior Court of California, County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Administrator. In addition, the Administrator maintains a website with copies of this notice and the Agreement, which can be accessed at [INSERT LINK].
Please check the Los Angeles County Superior Court's website for the latest information regarding possible closures and/or

restrictions on access to physical court locations in light of the ongoing COVID-19 pandemic.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS PROCESS.
IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale. California 91203

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On October 26, 2026, I served the foregoing document(s) described as**:**

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action by Electronic Services as follows:

James Artiano jartiano@stonesalluslaw.com
Daniel Sallus dsallus@stonesalluslaw.com
STONE & SALLUS, LLP
2235 Campus Drive
El Segundo, CA 90245

Additional Service Email: tlee@stonesalluslaw.com ; lartiano@stonesalluslaw.com

Attorneys for Defendant Bay Cities Container Corporation

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** to the individual(s) listed above.

State of California, Labor & Workforce Development Agency Web URL: http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on October 26, 2026, at Glendale, California.

Deven Launchbaugh