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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,

v.

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

Defendants.

Case No.: 23STCV18427

Honorable David S. Cunningham
Department 11

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
MARIA HALWADJIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
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

DECLARATION OF MARIA HALWADJIAN

I, Maria Halwadjian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Pascual Marin (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

2. On September 4, 2025, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and papers in support thereof, including the Declaration of Maria Halwadjian in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, and noticed the motion for hearing on April 3, 2026, seeking preliminary approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Original Agreement”) entered into by and between Plaintiff and Defendant Bay Cities Container Corporation (“Defendant”) (together, Plaintiff and Defendant are referred to as the “Parties”).

3. On April 3, 2026, the Court issued its Checklist for Preliminary Approval of Class Action Settlement (“Checklist Order”). The Checklist Order continued the hearing on the Motion for Preliminary Approval, requested additional information in support of the Motion for Preliminary Approval, and provided instructions for the Parties to modify the settlement terms and proposed Class Notice, to address the Court’s concerns. A true and correct copy of the Checklist Order is attached hereto as “**EXHIBIT 1.**”

4. Based on the Court’s guidance in the Checklist Order, the Parties negotiated and executed the First Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement,” “Agreement,” “Settlement Agreement,” or “First Amended Settlement Agreement”). A true and correct copy of the fully-executed First Amended Settlement Agreement is attached hereto as “**EXHIBIT 2.**” A redline version of the First Amended Settlement Agreement showing how the terms of the Original Agreement have been revised, is attached hereto as “**EXHIBIT 3.**” The Parties have also prepared, and now present for the Court’s consideration and

1 approval, a revised Notice of Class Action Settlement (“Class Notice”). The revised Class Notice
2 is attached as “Exhibit A” to the [Revised Proposed Order] Granting Preliminary Approval of
3 Class Action and PAGA Settlement. A true and correct copy of the revised Class Notice, in redline
4 form showing how the terms of the original Class Notice have been revised, is attached hereto as
5 “**EXHIBIT 4.**”

6 **SETTLEMENT ADMINISTRATOR EXPERIENCE, QUALIFICATIONS, AND DATA**
7 **SECURITY PROCEDURES**

8 5. By way of the Checklist Order, the Court instructed the Parties to provide the
9 qualifications and experience of the Administrator, including evidence that the settlement
10 administrator has procedures in place to protect the security of class data and adequate insurance
11 in the event of a data breach or defalcation of funds. (Checklist Order, Page 6.)

12 6. The Declaration of Lisa Mullins, filed concurrently with this declaration, sets forth
13 the qualifications and experience of the proposed Administrator, ILYM Group, Inc., as well as
14 details regarding ILYM Group, Inc.’s procedures to protect the security of class data and its
15 insurance in the event of a data breach or defalcation of funds.

16 **DETAILS REGARDING SAMPLING**

17 7. By way of the Checklist Order, the Court instructed the Parties to provide additional
18 information about the sampling of Class Members’ time and pay data reviewed in connection with
19 the settlement and to show that it is statistically reliable. (Checklist Order, Page 2.)

20 8. As set forth in the Declaration of Maria Halwadjian in Support of Plaintiff’s Motion
21 for Preliminary Approval of Class Action and PAGA Settlement (“Declaration of Maria
22 Halwadjian,” and “Halwadjian Decl.”), Class Counsel conducted significant investigation and
23 informal discovery regarding the facts of the case, including and not limited to, the exchange,
24 review, and analysis of thousands of pages of documents and data obtained from Defendant,
25 Plaintiff, and other sources. (Halwadjian Decl., ¶ 23).

26 9. On or about May 10, 2024, Defendant provided a detailed sampling of Class
27 Members’ time and pay data, which consisted of approximately one hundred percent (100%) class-

1 wide sampling of time and payroll records for the period from August 2019 through September
2 2023.

3 10. Class Counsel used its past experience and expertise to review and analyze the data
4 and concluded that the sampling was statistically reliable to be extrapolated to the Class.

5 11. In connection with the mediation and settlement, Defendant produced, through
6 informal discovery, Class Members' timekeeping and payroll data for the Class Period, along with
7 class-wide data points including the number of Class Members, the total number of Workweeks
8 worked, the number of PAGA Pay Periods, and the average hourly rate of pay. Based on the data
9 provided by Defendant, the Class is estimated to be approximately 207 individuals who worked
10 an estimated total of 22,910 Workweeks during the Class Period. Class Counsel, with the
11 assistance of a data analyst, reviewed and analyzed the timekeeping and payroll data and the
12 accompanying data points to assess and value the class and PAGA claims and to prepare violation,
13 damages, and penalties analyses. Class Counsel applied its experience and expertise in wage-and-
14 hour class action and representative litigation to review and analyze the data and concluded that
15 the data was sufficiently representative of the Class and statistically reliable to be extrapolated to
16 the Class as a whole.

17 **REVISIONS TO THE SETTLEMENT AGREEMENT**

18 9. By way of the Checklist Order, the Court noted that, throughout the Settlement
19 Agreement, Class Notice, and moving papers, Plaintiff Pascual Marin was referred to by both male
20 and female pronouns, and instructed the Parties to review the Agreement and Notice and ensure
21 that the correct pronouns are used. (Checklist Order, Page 2.) Based on the Court's guidance, the
22 Parties revised the First Amended Settlement Agreement and the revised Class Notice to correct
23 the pronouns throughout so that Plaintiff is referred to consistently by the correct male pronouns.

24 10. By way of the Checklist Order, the Court instructed the Parties to define the scope
25 of the release given by Class Members with precision and clarity and to limit the release to claims
26 that were asserted, or that could have reasonably been asserted, in the operative complaint.
27 (Checklist Order, Page 4.) As set forth in Paragraph 5.2 of the First Amended Settlement
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1 Agreement, the Parties revised the definition of the release of Released Class Claims to limit it to
2 claims “arising during the Class Period, under state, federal, or local law, that were asserted or
3 reasonably could have been asserted based on the facts stated in the Operative Complaint in the
4 Action.”

5 11. Consistent with the Court’s instruction that the scope of any release be defined with
6 precision and clarity and be limited to claims that were asserted, or could reasonably have been
7 asserted, based on the facts alleged in the operative complaint (Checklist Order, Page 4), the
8 Parties likewise revised the release by Aggrieved Employees. As set forth in Paragraph 5.3 of the
9 First Amended Settlement Agreement, the release by Aggrieved Employees is now limited to
10 claims for PAGA Penalties “that were asserted or reasonably could have been asserted based on
11 the facts stated in the Operative Complaint in the Action and the PAGA Notice.”

12 12. By way of the Checklist Order, the Court noted that the Participating Class Member
13 Release and the Aggrieved Employee Release both listed a claim for failure to pay minimum
14 wages under Labor Code section “11984,” which appeared to be a typographical error that needed
15 to be corrected. (Checklist Order, Page 5; Settlement Agreement, ¶¶ 5.2, 5.3.) Based on the Court’s
16 guidance, the Parties corrected this typographical error in both releases so that the reference now
17 reads Labor Code section 1194, et seq. (First Amended Settlement Agreement, Paragraphs 5.2,
18 5.3.)

19 13. By way of the Checklist Order, the Court noted that, in the Settlement Agreement
20 and the Class Notice, attorneys’ fees were listed as \$183,750 (35% of the Gross Settlement
21 Amount), while in the Motion for Preliminary Approval Class Counsel indicated that she only
22 intended to seek attorneys’ fees equal to one-third (1/3) of the Gross Settlement Amount, and
23 instructed the Parties to update the Settlement Agreement and Class Notice to reflect this change.
24 (Checklist Order, Page 5.) As set forth in Paragraph 3.2.2 of the First Amended Settlement
25 Agreement, the Parties revised the Class Counsel Fees Payment so that Class Counsel may seek
26 attorneys’ fees of not more than one-third (1/3) of the Gross Settlement Amount, which is currently
27 estimated to be \$175,000.00 (if the Gross Settlement Amount remains \$525,000.00).

1 14. By way of the Checklist Order, the Court instructed the Parties to assure that the
2 Settlement Agreement and Notice are consistent, that the Settlement Agreement is signed by all
3 parties and counsel, and to carefully proofread both. (Checklist Order, Page 9.) Based on the
4 Court's guidance, the Parties reviewed and proofread the First Amended Settlement Agreement
5 and the revised Class Notice to ensure that the two documents are consistent, and obtained
6 signatures from all Parties.

7 **REVISIONS TO THE CLASS NOTICE**

8 16. The Parties revised the Class Notice to reflect the edits to the releases and the Class
9 Counsel Fees Payment described above, so that the Class Notice is consistent with the First
10 Amended Settlement Agreement. Specifically, the Parties revised the Class Counsel Fees Payment
11 described in the Class Notice to reflect that Class Counsel will seek attorneys' fees of not more
12 than one-third (1/3) of the Gross Settlement Amount (i.e., an amount of up to \$175,000.00 if the
13 Gross Settlement Amount remains \$525,000.00). (Revised Class Notice, Section III.A and Section
14 III.E.)

15 17. By way of the Checklist Order, the Court noted that the release language in the
16 Notice did not precisely mirror the language of the Class Member and Aggrieved Employee
17 releases presented in the Settlement Agreement and omitted parts of the release language.
18 (Checklist Order, Page 7.) Based on the Court's guidance, the Parties revised the release language
19 in the Class Notice so that the definitions of "Released Class Claims" and "Released PAGA
20 Claims" precisely mirror the corresponding releases set forth in Paragraphs 5.2 and 5.3 of the First
21 Amended Settlement Agreement. (Revised Class Notice, Section III.D.)

22 18. By way of the Checklist Order, the Court instructed the Parties to correct several
23 typographical errors in the Class Notice, including (a) the statement that the total gross settlement
24 amount is "Four Hundred Twenty-Five Thousand Dollars (\$525,000)"; (b) the sentence describing
25 the division of the total number of Workweeks worked by all Participating Class Members; and
26 (c) the statement that "Class Settlement Payments will be mailed to Participating Class Not in SA.
27 Members at the address that is on file with the Administrator." (Checklist Order, Page 7.) Based
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on the Court’s guidance, the Parties corrected each of these typographical errors, so that the Gross Settlement Amount is now correctly stated as “Five Hundred Twenty-Five Thousand Dollars (\$525,000),” the sentence describing the calculation of Individual Class Payments has been corrected, and the “Not in SA” language has been removed and corrected to “Members”. (Revised Class Notice, Section III.A.)

19. By way of the Checklist Order, the Court instructed the Parties to revise the Class Notice so that the objection procedure is the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator and not filed with the Court. (Checklist Order, Page 8.) Based on the Court’s guidance, the Parties revised the Class Notice to make clear that a Class Member may object to the Class Settlement by submitting a written objection to the Administrator by fax, email, or mail, and removed the requirement that objections be submitted to or filed with the Court. (Revised Class Notice, Section IV.C.)

20. By way of the Checklist Order, the Court instructed the Parties not to include language indicating that Class Members may only be heard at final approval if they have complied with all objection procedures, noting that, in general, the Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. (Checklist Order, Page 8.) Based on the Court’s guidance, the Parties revised the Class Notice so that a Class Member who wishes to appear and be heard at the Final Approval Hearing is not required to have complied with special objection procedures as a condition of being heard. (Revised Class Notice, Section IV.C.)

LWDA SUBMISSION

21. By way of the Checklist Order, the Court instructed the Parties to provide proof of submission of the proposed settlement agreement to the Labor Workforce and Development Agency (“LWDA”) pursuant to Labor Code section 2699, subdivision (l)(2). (Checklist Order, Page 9.)

22. On September 4, 2025, Plaintiff’s Counsel filed the Motion for Preliminary Approval, which included a true and correct copy of the fully executed Original Agreement,

1 attached as an exhibit to the Declaration of Maria Halwadjian in Support of Plaintiff's Motion for
2 Preliminary Approval, and was concurrently submitted to the LWDA. A true and correct copy of
3 the Proof of Service for the Motion for Preliminary Approval demonstrating service to the LWDA
4 is attached hereto as "**EXHIBIT 5.**"

5 23. Upon filing this declaration with the fully-executed First Amended Settlement
6 Agreement, Plaintiff will submit this declaration, including the fully executed Settlement
7 Agreement, to the LWDA and will subsequently provide the Court confirmation of submission.

8 24. Having made the changes to the settlement paperwork that were requested by the
9 Court, and having addressed the points of inquiry raised by the Court in the Checklist Order, Class
10 Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interests
11 of Plaintiff, the Class, and the State of California. Plaintiff respectfully requests that the Court
12 grant the Motion for Preliminary Approval in its entirety and schedule a Final Approval Hearing
13 to take place in the above-captioned action approximately six (6) months from the date the Court
14 grants preliminary approval of the Settlement.

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

17 Executed on this 18th day of September, 2026, at Glendale, California.

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19 _____
20 Maria Halwadjian
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EXHIBIT 1

LOS ANGELES SUPERIOR COURT, COMPLEX CIVIL DEPARTMENT

CHECKLIST FOR

PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Department: SSC-11

RE: *Pascual Marin v. Bay Cities Container Corporation* (Case No.: 23STCV18427)

In reviewing your motion for preliminary approval of class action settlement, the Court orders further briefing on the items checked below.

The additional briefing shall be due by _____, 2026. Note: if briefing is not filed by said date the hearing will be placed off calendar. Your hearing date set for _____, is continued to the first available date of _____ at _____ in Department 11.

This checklist provides direction on what information and argument the court requires to grant a motion for preliminary approval of a class action settlement. All parties are urged to carefully review the checklist and fully comply with each item that applies to the case in order that the motion may be promptly ruled upon. The content of the motion should follow the same order as this checklist, as that is how the judge and research attorney review the motion.

You should also consider using the form wage and hour settlement agreements now available on the court's website at <https://www.lacourt.org/forms/all> – “Civil Forms” section. With input and unanimous consensus from an Ad Hoc Wage and Hour Committee (chaired by Judge Hogue and Judge Cunningham and comprised of 8 plaintiff's attorneys and 8 defense attorneys), the court has posted: (1) [a form class action settlement agreement](#), (2) [a form class action/PAGA settlement agreement](#), (3) and [a form PAGA settlement agreement](#). Using these forms should cut down on attorney negotiation time and reduce the lag time between a successful mediation and execution of a long form agreement. Filing a motion that is based on a form agreement and includes a redlined copy identifying modifications will also expedite the court's review process and help reduce the current backlog on hearings. These forms are encouraged but entirely optional.

I. MOVING PAPERS (Motion and Declarations)

All facts submitted for the court to consider must be provided in the form of a declaration or other admissible evidence. The court will not consider facts stated only in the motion.

A. Introductory Information

☒ **Summary of the litigation, including identity of the parties, brief procedural history, claims asserted, and general factual basis for the claims.**

- Throughout the Settlement Agreement, Notice, and moving papers, Plaintiff Pascual Marin is referred to by both male and female pronouns. Review the Agreement and Notice and ensure that the correct pronouns are used.

B. Dunk/Kullar Analysis

☐ Summary of the case, including the legal and factual basis for each claim. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133 (*Kullar*); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)

☒ **Summary of the investigation and discovery conducted, including the specific documents reviewed prior to agreeing to settle the case. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802, as modified Sept. 30, 1996 (*Dunk*).) If counsel's analysis was informed by a data sample, show that the sample is statistically reliable.**

- Class Counsel indicates that Defendant produced a detailed sampling of Class Members' time and pay data. (Halwadjian Decl., ¶23.) Provide additional information about the sample and show that it is statistically reliable.

☐ Summary of settlement negotiations, including when the settlement was reached, and whether the parties were assisted by a mediator. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)

☐ A summary of the risks, expenses, complexity, and duration of further litigation if the settlement is not approved.

☐ A summary of the risks of achieving and maintaining class action status.

☐ Specific information sufficient for the court to make an independent determination that the consideration being received for the release of class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. (*Kullar, supra*, 168 Cal.App.4th at 129.) This discussion should specify the maximum realistic recovery of each claim asserted in the operative complaint, defenses asserted by Defendant, and any other relevant factors justifying the amount offered in settlement. If the settlement is predicated on a payment plan or is predicated on defendant's financial situation, admissible evidence of Defendant's financial situation should be provided, including appropriate financial documents such as a balance sheet, statement of cash flows, profit and loss statement, and the like.

☐ If approval of the settlement of class claims is requested together with approval of non-class claims (such as claims under the Labor Code's Private Attorney General Act (PAGA)) discuss why the amount allocated to the non-class claims is fair to those affected. See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 (*Moniz*).

C. Class Certification

☐ Numerosity: Total number of members in the settlement class and number of members in each sub-class (if applicable).

☐ Ascertainability: The manner by which members of the class will be identified and when. (*Noel v. Thrifty Payless* (2019) 7 Cal.5th 955.)

☐ Community of Interest: Discuss specific facts showing that the proposed class representatives have claims or defenses typical of the class and can adequately represent the class. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

☐ Adequacy:

☐ Class Counsel: A summary of Class Counsels' experience and a listing of all prior cases in which each named Class Counsel has been approved by a court to act as lead or co-counsel. (See *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

☐ Class Representative(s): Provide evidence that each proposed class representative has agreed to act as same and understands his or her responsibilities. (See *Soderstedt v. CBIZ Southern California, LLC* (2011) 197 Cal.App.4th 133, 155-156; *Jones v. Farmers Ins. Exchange* (2013) 221 Cal.App.4th 986, 998-999).

D. Claim Requirement (if applicable)

☐ If class members are required to submit a claim to receive compensation, explain why a claim form is necessary and either 1) provide an estimate of the anticipated claims rate or 2) provide an explanation why a claims rate cannot be provided.

☐ Provide a detailed explanation why a "claims made" settlement is appropriate in this case.

☐ Indicate what actions class counsel will take to encourage claim submission.

☐ Explain why the claims process is not so burdensome that relief would be inaccessible to class members (if applicable).

E. Miscellaneous

☐ If appropriate, explain why the settlement includes terms that are outside the scope of the operative complaint. (*Trotsky v. Los Angeles Fed. Savings & Loan Assn.* (1975) 48 Cal.App.3d 134, 148.) If approval of settlement of a PAGA claim is requested provide a copy of Plaintiff's notice letter to the LWDA.

☐ If notice will be given in English only, explain why this is sufficient.

- ☐ A statement of any affirmative obligations to be undertaken by the class member or class counsel and the reason for such obligations.
- ☐ Provide information regarding any fee splitting agreement and whether the client has given written approval. (*Mark v. Spencer* (2008) 166 Cal.App.4th 219; Rules Prof. Conduct, rule 1.5.1; Cal. Rules of Court, rule 3.769.)
- ☐ Any agreement that has injunctive relief against a class representative generally is not appropriate in a class action case. Provide the authority and factual reasons why this case is an exception. See *Moniz, supra*, 72 Cal.App.5th at 84. (“[T]he preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it.” (*Fireside Bank Cases* (2010) 187 Cal.App.4th 1120, 1131 [115 Cal. Rptr. 3d 80].))
- ☐ Explanation as to why any class representative enhancement is reasonable, including what the class representative did beyond the expected services of any class representative. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *Radcliffe v. Experian Information Solutions Inc.* (9th Cir. 2013) 715 F.3d 1157, 1165.) In PAGA settlements explanation should be provided as to why an incentive award is appropriate.

SETTLEMENT AGREEMENT

The settlement agreement should address the following:

A. The Basics

- ☐ Class definition. If a PAGA representative action is settled with a proposed Class Settlement consider whether there should be separate definitions for Class Members and Aggrieved Employees.
- ☐ Class and Release Period: If the class and release periods extend beyond the preliminary approval explain why this is appropriate.

B. Release of Claims

- ☒ **Scope: The scope of any release given by class members must be defined with precision and clarity. Any released claims not presented directly in the operative complaint should be based on the facts alleged in the operative complaint. (See *Amaro v. Anaheim Arena Mgmt.* (2021) 69 Cal. App. 5th 521, 537 and FN. 5; *Uribe v. Crown Building Maintenance Co.* 70 Cal. App. 5th 986, 1005.)**
- Participating Class Members will release claims “that could have been asserted based on the facts pleaded in the Action.” (§5.2) Revise and limit the release to claims that have been asserted or could have reasonably been asserted in the operative complaint.

☐ Class cases which include a PAGA claim should have a separate release for the PAGA claim tied to the facts alleged in the notice given to the LWDA. *Id.*

☐ If PAGA and Class Settlement: The Release should provide an explanation that released claims include all PAGA claims that could have been premised on the facts alleged in the Plaintiff's Notice and aggrieved employees will release PAGA claims even if class members request exclusion from the class. See *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476.

☐ A Civil Code section 1542 waiver is generally not appropriate in a class action case as to the putative class members (if applicable). Provide the authority and factual reasons why this case is an exception. (*Israel-Curley v. California Fair Plan* (2005) 126 Cal.App.4th 123, 129; *Salehi v. Surfside III Condominium Owners' Assn.* (2011) 200 Cal.App.4th 1146, 1159–1161.)

☐ Release Effective Date: Indicate the point in time at which the release will be deemed effective as to the absent class members. If the release will be effective before settlement funds are paid, explain why this is in the best interest of the class.

☐ Class Data: If there are confidentiality provisions, explain why they are in the best interest of the Class and whether they will impede Class Counsel's ability to discharge fiduciary duties.

☒ **The Participating Class Member Release and the Aggrieved Employee Release both list a claim for failure to pay minimum wages under Labor Code section 11984. However, the reference to section 11984 appears to be a typographical error that needs to be corrected. (Settlement Agreement, ¶¶5.2, 5.3.)**

C. Monetary Terms of Settlement

☐ Settlement Amount: Indicate the amount of the gross settlement, how and when the settlement will be paid, and information regarding payment plan, if any. If a class claim is being settled with a PAGA claim the amounts allocated should be separated and paid only to the aggrieved employees.

☒ **Deductions from the settlement fund: Indicate the amounts to be deducted from the gross settlement for attorneys' fees and costs, plaintiff incentive awards, administrative costs, PAGA payment and allocation of award to LWDA and the parties, and any other existing deductions.**

- In the Settlement Agreement at ¶3.2.2 and the Notice, attorney's fees are listed as \$183,750 (35% of GSA). In the Motion, Class Counsel indicates that she only intends to seek attorney's fees equal to 1/3 of the GSA. (MPA at 3:19, fn. 13.) The Settlement Agreement and Notice must be updated to reflect this change.

- ☐ If there are subclasses, explain why the monetary distribution is fair to each subclass. Ensure there is a class representative who fits the definition of each subclass.
- ☐ Information about how attorney fees will be calculated. The percentage method, with or without a lodestar cross-check, may be used in common fund cases. (*Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 503.) In other cases, counsel should fully brief how the fees are calculated.
- ☐ If wages are involved, explain how Defendant's share of taxes will be paid.
- ☐ Whether, and under what circumstances, amounts may revert to Defendant, and a justification for such reversion (if applicable). (*Cundiff v. Verizon California, Inc.* (2008) 167 Cal.App.4th 718, 728–729.)
- ☐ Payment Formula: Amount and manner of distribution of the compensation to each class member, including the estimated amount each class member will receive and the timeline on which payments will be issued.
- ☐ Tax allocation of settlement payments.
- ☐ Nature of injunctive relief (if any), and valuation of such relief.

D. Notice Administration

The following issues regarding notice administration should be addressed in the settlement agreement. A copy of the proposed notice must be attached to the settlement agreement as an exhibit.

- ☐ Indicate the administrator for the settlement and why the bid for administration is fair.
- ☒ **Provide the qualifications and experience of the Administrator, including evidence that the settlement administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.**
- ☐ Indicate how/when the administrator will receive the class list.
- ☐ Indicate whether the list will be updated by the administrator prior to the initial mailing by use of National Change of Address Registry.
- ☐ Provide the deadline for the initial issuance of notice to class members.
- ☐ Ensure the content of the notice complies with California Rules of Court, rule 3.766(d). In wage and hour cases the notice should indicate the specific amount the class member will receive and how that amount was calculated. A separate breakdown for

PAGA payments should be provided. The terms of the release(s) should be reflected in the Notice.

☐ Ensure the notice accurately reflects the Court's current social distancing procedures for attendance at hearings and review of court files. (Counsel should check the Court website for most current information.)

☐ Indicate how and when payments will be processed.

☐ Indicate how notices returned to the administrator as undeliverable will be handled.

☐ Explain how re-mailed notices, if any, will be handled. Will class members who receive re-mailed notices be given an extended deadline to respond (i.e., opt-out, object, and dispute workweeks)?

☐ Explain how notice of any change of the date or location of the hearing will be given.

☐ Indicate whether there will be a settlement website. If so, provide the URL.

☐ If publication notice will be given indicate the timing, locations, and manner by which publication notice will be disseminated.

☐ Explain how notice of final judgment will be given to the class. (Cal. Rules of Court, rule 3.771(b)) (e.g. Posted on claims administrator's website.)

☒ Address the following issues in the Notice:

1. Correct the following typographical errors:

- "The total gross settlement amount is Four Hundred Twenty-Five Thousand Dollars (\$525,000) (the "Gross Settlement Amount")." (Notice, p. 2, III.A)
- "The Administrator has divided the total number of Workweeks worked by all Participating Class Members during the Class Period, and multiplying that number by each Participating Class member's Workweeks..." (Notice, p. 3, III.A)
- "If the Court grants final approval of the Settlement, Class Settlement Payments will be mailed to Participating Class Not in SA. Members at the address that is on file with the Administrator." (Notice, p. 3, III.A)

2. The release language in the Notice does not precisely mirror the language of the Class Member and Aggrieved Employee releases presented in the Settlement Agreement at ¶¶5.2 and 5.3 and omits parts of the release language.

E. Responses to Notice

☐ Description of the procedures for submitting written objections, requests for exclusion, claim forms (if applicable) and disputes to estimated payments.

☐ Indicate the deadline to submit objections, requests for exclusion, claim forms (if applicable), and/or disputes to workweeks. Confirm the deadline is reasonable and that class members who receive re-mailed notices will be given an extension.

☒ **The objection procedure should be the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator and not filed with the court.**

- One of the requirements for objecting to the Class Settlement is that the objection must “(i) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012, or by filing in person at the same location; (j) also be mailed to the Administrator at [Mailing Address], who will provide copies to the attorneys in this Action.” (Notice, p. 6, IV.C) The objection should only be mailed to the settlement administrator. Revise the requirements.

☒ **Do not include language indicating that class members may only be heard at final approval if they have complied with all objection procedures or that they must use specific language to request exclusion, or, if a specific procedure is sought, explain why it is necessary. In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection.**

- According to the Notice, a Class Member may object to the Settlement by appearing at the Final Approval Hearing, either in person, telephonically, or through an attorney, “provided you notify the Court of your intention to do so.” (Notice, p. 6, IV.C) In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection.

F. Cy Pres Distribution

☐ Indicate the length of time from issuance for which settlement checks will remain valid.

☐ Identify the fund to which uncashed checks will be directed and detail the steps that will be taken to ensure compliance with Code of Civil Procedure section 384. The Court’s Omnibus Trailer Bill of 2018 replaced the language of the prior statutory distribution scheme under Code of Civil Procedure, section 384 with a requirement that the Court re-open judgments following the final distribution of funds to include the cy pres in the judgment and to include the unclaimed amount, plus an unspecified amount of interest. Such information should be actively contemplated/provided for within the current terms of the settlement.

☐ Explain why the cy pres distribution fulfils the purposes of the lawsuit or is otherwise appropriate. (*State of California v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 472; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 722; *Nachshin v. AOL, Inc.* (9th Cir. 2011) 663 F.3d 1034, 1038–1041; *Dennis v. Kellogg Co.* (9th Cir. 2012) 697 F.3d 858, 865; Code Civ. Proc., § 384.)

☐ Provide declarations disclosing the interest or involvement (or lack thereof) by any counsel or party in the governance or work of the cy pres recipient. Alternatively, direct all uncashed checks to the state controller's office.

G. MISCELLANEOUS

☒ **Assure the Settlement Agreement and Notice are consistent and that the Settlement Agreement has been signed by all parties and counsel. Carefully proofread both.**

☐ The Settlement Agreement and paperwork derivative thereof should not suggest that the end result of court approval will be dismissal of the Action with prejudice or entry of a Final Judgment and Order dismissing with prejudice all claims. See California Rules of Court, rule 3.769(h).

III. EXHIBITS TO THE MOTION

☒ **Provide proof of submission of the proposed settlement agreement to the LWDA. (Lab. Code, § 2699, subd. (l)(2).)**

☐ Include a proposed Judgment, which should not include a dismissal or any findings not contained in the Final Approval Order. (Cal. Rules of Court, rule 3.769(h).)

☐ All exhibits should be bookmarked, as set forth in the Presiding Judge's First Amended General Order of May 3, 2019 re: Electronic Filing, available on the Court website.

If the Settlement Agreement is modified pursuant to this checklist, please submit both a red-lined copy showing changes made as well as a final version signed by all parties. Do not submit an addendum in lieu of a full amended settlement agreement including all operative settlement terms.

Modify notice to match any alterations to the Settlement Agreement.

Date: April 3, 2026

JUDICIAL OFFICER

EXHIBIT 2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Pascual Marin (“Plaintiff”) and defendant Bay Cities Container Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Pascual Marin v. Bay Cities Container Corporation*, Case No. 23STCV18427, filed on August 3, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendant in the state of California employed during the PAGA Period.
- 1.5 “Class” means all current and former hourly-paid or non-exempt employees of Defendant in the state of California employed during the Class Period.
- 1.6 “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of Lawyers *for* Justice, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks, and PAGA Pay Periods.
- 1.9 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from August 3, 2019 through either (a) the date of the Court’s preliminary approval of class settlement, or (b) ninety (90) days after the execution of the memorandum of understanding (i.e., July 31, 2025), whichever is sooner. Provided, however, that the Class Period may be adjusted pursuant to Paragraph 4.1 below.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Class Settlement” means the settlement and release of the Released Class Claims.
- 1.16 “Court” means the Superior Court of California, County of Los Angeles.
- 1.17 “Defendant” means named Defendant Bay Cities Container Corporation.
- 1.18 “Defense Counsel” means Daniel Sallus and James Artiano at Stone & Sallus LLP.
- 1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20 “Final Approval” means the Court’s order granting final approval.
- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23 “Gross Settlement Amount” means \$525,000.00 which is the total amount Defendant agrees to pay under the Settlement, except for Defendant’s employer

share of payroll taxes which Defendant will pay separately. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

- 1.24 “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.
- 1.25 “Individual PAGA Payment” means each Aggrieved Employee’s *pro rata* share of the 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28 “LWDA PAGA Payment” means the amount paid to the LWDA under Labor Code section 2699, subd. (i), which is 75% of the PAGA Penalties.
- 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30 “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.
- 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from October 27, 2022 through either (a) the date of the Court’s preliminary approval of the Settlement, or (b) ninety (90) days after the execution of the memorandum of understanding (i.e., July 31, 2025), whichever is sooner .
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*)
- 1.34 “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 “PAGA Penalties” means the total amount of \$40,000 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved

Employees (\$10,000) and 75% to the LWDA (\$30,000) in settlement of PAGA claims.

- 1.36 “PAGA Settlement” means the settlement and release of the Released PAGA Claims.
- 1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38 “Plaintiff” means Pascual Marin, the named plaintiff in the Action.
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42 “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.
- 1.43 “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.
- 1.44 “Response Deadline” means (sixty) 60 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class Settlement, or (b) fax, email, or mail his or her Objection to the Class Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional (fourteen) 14 calendar days beyond the date that the Response Deadline expired.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

- 2.1 On August 3, 2023 Plaintiff commenced this Action by filing a Class Action Complaint For Damages against Defendant. On January 25, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (“Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), on October 27, 2023, Plaintiff gave timely written notice to Defendant and the LWDA regarding by sending the PAGA Notice.
- 2.3 The Parties participated in an arms-length private mediation presided over by Katherine J. Edwards, Esq. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping and payroll data for Class Members, as well as wage and hour policies and other relevant documents and information relevant to the claims alleged. The Parties agree that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.4 Through the mediation process, the Parties reached a resolution, which ultimately led to this Agreement to settle the Action.
- 2.5 The Court has not yet granted any class certification.
- 2.6 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 4.1 below, Defendant will pay \$525,000.00 and no more as the Gross Settlement Amount, and will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500 (in addition to any Individual Class

Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves 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 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$175,000.00 if the Gross Settlement Amount remains \$525,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than (sixteen) 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$7,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,750.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.
- 3.2.4.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment, and 25% (\$10,000) allocated to the Individual PAGA Payments.
- 3.2.4.4 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employee's 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.5 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1 Class Workweeks and Escalator Clause. Based on a review of its records, Defendant represents that the Class Members worked a collective total of 22,910 Workweeks during the period from August 3, 2019 to September 27, 2024. In the event that the actual number of Workweeks worked by all Class Members during

the Class Period increases by more than 10% of this figure (i.e. exceeds 25,201 Workweeks), then Defendant shall increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of workweeks increases by 11% to 25,430 workweeks, the Total Settlement Amount will increase by 1%).

- 4.2 Class Data. Not later than (fifteen) 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant 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 Defendant 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. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, and the Class Representative Service Payment.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within (seven) 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment Check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee and their social security number thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

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

limited to, workers' compensation claims. Plaintiff agrees to not request an exclusion from this settlement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In light of his Class Representative Service Payment and other consideration given, for purposes of Plaintiff's Release, in addition to the Released Class Claims described above, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release of Class Claims 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, 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.

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

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

- 6.1 Defendant’s Declaration in Support of Preliminary Approval. Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including drafts of the Motion for Preliminary Approval and Approval of PAGA settlement, the proposed order, the proposed Class Notice, and supporting declarations. The supporting declarations shall also include a declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; and a declaration from Class Counsel’s firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd.(1)(1), this Agreement (Labor Code section 2699, subd. (1)(2)). In their Declarations, Plaintiff and Class Counsel Declaration shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator. Defense Counsel is responsible for not delaying this process.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than (fourteen) 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the

USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's

determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

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

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

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do no later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

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

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

7.8.4 Administrator’s Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense

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

7.8.5 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **DEFENDANT'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, Defendant may elect, but are not obligated, to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no fore or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations or fiduciary duties owed to Class Members.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

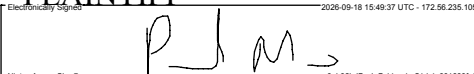
To Plaintiff:	Arby Aiwazian Joanna Ghosh Brian J. St. John Lawyers <i>for</i> Justice, PC 450 North Brand Blvd., Suite 900 Glendale, California 91203 Tel: (818) 265-1020 Fax: (818) 265-1021 brian@calljustice.com maria@calljustice.com
To Defendant:	Daniel Sallus James Artiano Stone & Sallus LLP 2235 Campus Drive El Segundo, California 90245 Tel: (310) 889-0233 Fax (310) 889-0230 dsallus@stonesalluslaw.com jartiano@stonesalluslaw.com

- 11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement, and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

SIGNATURE PAGE FOLLOWS

12. EXECUTION BY PARTIES AND COUNSEL

Dated: 09/18/2026

PLAINTIFF

Pascual Marin

Dated: 09 / 18 / 2026

DEFENDANT

Pat Donohoe
Pat Donohoe: On behalf of
Defendant Bay Cities Container
Corporation

APPROVED AS TO FORM:

Dated: September 18, 2026

LAWYERS FOR JUSTICE, PC

Brian J. St. John
Maria Halwadjian
Attorneys for Plaintiff

Dated: September 18, 2026

STONE & SALLUS LLP

Daniel Sallus
James Artiano
Attorneys for Defendant

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 \$ [REDACTED].
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 \$ [REDACTED].

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:

[Settlement Administrator]

[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.

EXHIBIT 3

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

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Pascual Marin (“Plaintiff”) and defendant Bay Cities Container Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Pascual Marin v. Bay Cities Container Corporation*, Case No. 23STCV18427, filed on August 3, 2023 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all current and former hourly-paid or non-exempt employees of Defendant in the state of California employed during the PAGA Period.
- 1.5 “Class” means all current and former hourly-paid or non-exempt employees of Defendant in the state of California employed during the Class Period.
- 1.6 “Class Counsel” means Arby Aiwarzian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian of Lawyers *for* Justice, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks, and PAGA Pay Periods.
- 1.9 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from August 3, 2019 through either (a) the date of the Court’s preliminary approval of class settlement, or (b) ninety (90) days after the execution of the memorandum of understanding (i.e., July 31, 2025), whichever is sooner. Provided, however, that the Class Period may be adjusted pursuant to Paragraph 4.1 below.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Class Settlement” means the settlement and release of the Released Class Claims.
- 1.16 “Court” means the Superior Court of California, County of Los Angeles.
- 1.17 “Defendant” means named Defendant Bay Cities Container Corporation.
- 1.18 “Defense Counsel” means Daniel Sallus and James Artiano and Joanne K. Leighton at Artiano & Associates, APCStone & Sallus LLP.
- 1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20 “Final Approval” means the Court’s order granting final approval.
- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

- 1.23 “Gross Settlement Amount” means \$525,000.00 which is the total amount Defendant agrees to pay under the Settlement, except for Defendant’s employer share of payroll taxes which Defendant will pay separately. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
- 1.24 “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.
- 1.25 “Individual PAGA Payment” means each Aggrieved Employee’s *pro rata* share of the 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28 “LWDA PAGA Payment” means the amount paid to the LWDA under Labor Code section 2699, subd. (i), which is 75% of the PAGA Penalties.
- 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30 “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.
- 1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from October 27, 2022 through either (a) the date of the Court’s preliminary approval of the Settlement, or (b) ninety (90) days after the execution of the memorandum of understanding (i.e., July 31, 2025), whichever is sooner .
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*)
- 1.34 “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.35 “PAGA Penalties” means the total amount of \$40,000 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000) and 75% to the LWDA (\$30,000) in settlement of PAGA claims.
- 1.36 “PAGA Settlement” means the settlement and release of the Released PAGA Claims.
- 1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38 “Plaintiff” means Pascual Marin, the named plaintiff in the Action.
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42 “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.
- 1.43 “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.
- 1.44 “Response Deadline” means (sixty) 60 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class Settlement, or (b) fax, email, or mail his or her Objection to the Class Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional (fourteen) 14 calendar days beyond the date that the Response Deadline expired.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

- 2.1 On August 3, 2023 Plaintiff commenced this Action by filing a Class Action Complaint For Damages against Defendant. On January 25, 2024, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (“Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), on October 27, 2023, Plaintiff gave timely written notice to Defendant and the LWDA regarding by sending the PAGA Notice.
- 2.3 The Parties participated in an arms-length private mediation presided over by Katherine J. Edwards, Esq. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping and payroll data for Class Members, as well as wage and hour policies and other relevant documents and information relevant to the claims alleged. The Parties agree that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.4 Through the mediation process, the Parties reached a resolution, which ultimately led to this Agreement to settle the Action.
- 2.5 The Court has not yet granted any class certification.
- 2.6 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 4.1 below, Defendant will pay \$525,000.00 and no more as the Gross Settlement Amount, and will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves 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 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than ~~35%~~one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be ~~\$183,750~~175,000.00 (if the Gross Settlement Amount remains \$525,000.00),² and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than (sixteen) 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$7,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,750.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class

Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.
- 3.2.4.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment, and 25% (\$10,000) allocated to the Individual PAGA Payments.
- 3.2.4.4 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employee's 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.5 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS**

- 4.1 Class Workweeks and Escalator Clause. Based on a review of its records, Defendant represents that the Class Members worked a collective total of 22,910 Workweeks during the period from August 3, 2019 to September 27, 2024. In the event that the actual number of Workweeks worked by all Class Members during the Class Period increases by more than 10% of this figure (i.e. exceeds 250,201 Workweeks), then Defendant shall increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of workweeks increases by 11% to 25,430 workweeks, the Total Settlement Amount will increase by 1%).
- 4.2 Class Data. Not later than (fifteen) 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant 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 Defendant 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. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, and the Class Representative Service Payment.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA

Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within (seven) 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment Check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee and their social security number thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1 **Plaintiff's Release.** Plaintiff and ~~her~~his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint in the Action and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint in the Action and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,

nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Notwithstanding the foregoing, the waiver and release in this Agreement does not apply to those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims. Plaintiff agrees to not request an exclusion from this settlement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In light of ~~her~~this Class Representative Service Payment and other consideration given, for purposes of Plaintiff's Release, in addition to the Released Class Claims described above, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release of Class Claims 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, arising during the Class Period, under state, federal, or local law, ~~arising out of the matters alleged and claims expressly pleaded in the Operative Complaint in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were asserted or reasonably~~ could have been asserted based on the facts ~~pleaded~~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. ~~11984~~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.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties, arising during the PAGA Period, that were ~~alleged, asserted~~ or reasonably could have been ~~alleged, asserted~~ based on the ~~PAGA Period~~ 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. ~~119841194~~, 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.

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

6.1 Defendant’s Declaration in Support of Preliminary Approval. Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including drafts of the Motion for Preliminary Approval and Approval of PAGA settlement, the proposed order, the proposed Class Notice, and supporting declarations. The supporting declarations shall also include a declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; and a declaration from Class Counsel’s firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd.(1)(1), this Agreement (Labor Code section 2699, subd. (1)(2)). In their Declarations, Plaintiff and Class Counsel Declaration shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a hearing date for the Motion for Preliminary

Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Defense Counsel is responsible for not delaying this process.

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

7. SETTLEMENT ADMINISTRATION

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than (fourteen) 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if

applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

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

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

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

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

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

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class

Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do no later than the Response Deadline (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
 - 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
 - 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
 - 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly

Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

7.8.5 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **DEFENDANT’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, Defendant may elect, but are not obligated, to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no fore or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in

person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any

payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. **ADDITIONAL PROVISIONS**

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

- 11.2 **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations or fiduciary duties owed to Class Members.

- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:	Arby Aiwazian Joanna Ghosh Brian J. St. John Lawyers for Justice, PC 450 North Brand Blvd., Suite 900 Glendale, California 91203 Tel: (818) 265-1020 Fax: (818) 265-1021 brian@calljustice.com maria@calljustice.com
To Defendant:	Daniel Sallus James Artiano Joanne K. Leighton James Artiano Stone & Sallus LLP Artiano & Associates, APC 3828 Carson Street, Suite 102 2235 Campus Drive El Segundo, California 90245 Tel: (310) 889-0233 543-1240 Fax (310) 543-9850 889-0230 dsallus@stonesalluslaw.com jartia no@artianolaw.com jartiano@stonesalluslaw.com Heig hton@artianolaw.com

- 11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement, and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

SIGNATURE PAGE FOLLOWS

12. EXECUTION BY PARTIES AND COUNSEL

PLAINTIFF

Dated: _____

Pascual Marin

DEFENDANT

Dated: _____

Pat Donohoe: On behalf of
Defendant Bay Cities Container
Corporation

APPROVED AS TO FORM:

LAWYERS *FOR* JUSTICE, PC

Dated: _____

Brian J. St. John
Maria Halwadjian
Attorneys for Plaintiff

Dated: _____
APCSTONE & SALLUS LLP

~~ARTIANO & ASSOCIATES,~~

Daniel Sallus
James Artiano

~~Joanne Leighton~~
Attorneys for Defendant

EXHIBIT 4

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 ~~her~~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 ~~Four~~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 ~~thirty-five percent (35%)~~one-third (1/3) of the Gross Settlement Amount (i.e. ~~\$183,750~~\$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 ~~multiplying~~**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 ~~Not in~~
~~SA~~

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 \$ [REDACTED]. 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 \$ [REDACTED].

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 ~~as to the~~, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties ~~include from~~ all claims, arising during the Class Period, under state, federal, or local law, ~~arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were asserted or reasonably could have been asserted based on the facts pleaded 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. ~~49841194~~, 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 ~~release as to~~ on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties ~~include from~~ all claims for ~~civil penalties under PAGA~~ Penalties, arising during the PAGA Period, that were asserted or reasonably could have been asserted based on ~~violations of California Labor Code sections~~ 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. ~~49841194~~, 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.

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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 ~~thirty-five~~one-third percent (~~35%~~1/3) of the Gross Settlement Amount (i.e. an amount of up to ~~\$183,750~~\$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 ~~she~~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:

[Settlement Administrator]

[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; ~~provided you notify the Court of your intention to do so.~~ 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 submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Los Angeles, 312 North Spring Street, Los Angeles, California 90012 faxed, emailed, or by filing in person at the same location; (j) also be mailed postmarked~~ to the Administrator **at [Mailing Address]**, ~~who will provide copies to the attorneys in this Action; and (k) be filed or postmarked 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.

EXHIBIT 5

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

Electronically FILED by
Superior Court of California,
County of Los Angeles
9/04/2025 3:33 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Drew, Deputy Clerk

Attorneys for Plaintiff Pascual Marin

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

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

PROOF OF SERVICE

Date: April 3, 2026
Time: 9:00 a.m.
Department: 11

Complaint Filed: August 3, 2023
FAC Filed: January 25, 2024
Trial Date: None Set

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 September 4, 2025, I served the foregoing document(s) described as:

- **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**
- **DECLARATION OF MARIA HALWADJIAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF PASCUAL MARIN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **PROOF OF SERVICE**

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

James Artiano, Jartiano@artianolaw.com
Joanne Leighton, JLeighton@artianolaw.com
ARTIANO & ASSOCIATES
3828 Carson Street, Suite 102
Torrance, CA 90503

Additional Service Email: Tlee@artianolaw.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

[X] STATE

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

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.

Executed on September 4, 2025, at Glendale, California.



Deven Launchbaugh