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

ISAIAS R. BARAHONA individually, and on behalf of all others similarly situated, <i>Plaintiff,</i> vs. INTERPLASTIC CORPORATION, <i>Defendant.</i>	Case No.: 24STCV01644 [Hon. Timothy Patrick Dillon, Dept. 14] AMENDED JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE
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Subject to the approval of the Court, this Joint Stipulation of Class Action and Private Attorneys General Act (“PAGA”) Settlement and Release (“Settlement”) is made and entered into by and between Plaintiff Isaias R. Barahona (“Plaintiff”), individually and as the representative of the Participating Class Members, as defined below, on the one hand, and Defendant Interplastic Corporation (“Defendant”), on the other hand. The Class (as defined below) and Defendant are jointly referred to herein as the “Settling Parties” and individually referred to herein as a “Settling Party.”

DEFINITIONS

In addition to the other terms defined elsewhere in this Settlement, the terms below have the following meanings in this Settlement:

I. DEFINITIONS

A. “Action” means the civil action entitled *Isaias R. Barahona v. Interplastic Corporation*. Los Angeles Superior Court Case No. 24STCV01644, as well as the PAGA exhaustion letter Plaintiff’s counsel submitted to the Labor Workforce Development Agency (“LWDA”) on January 21, 2024, entitled “Notice of Labor Code Violations and PAGA Penalties- *Isaias R. Barahona v. Interplastic Corporation*.”

B. “Class Counsel” means Kane Moon and Daniel J. Park of MOON LAW GROUP, P.C.

C. “Class Counsel Fees and Expenses” means the total amount of attorneys’ fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for their representation of the Class in the Action, including pre-filing investigation, filing of the Action, all related litigation activities including discovery, mediation, this Settlement, and all post-Settlement compliance procedures, including, but not limited to, any counsel costs and fees association with any objections or appeals regarding the Settlement.

D. “Class” or “Class Member(s)” means all current and former non-exempt employees of Defendant during the Class Period.

E. “Class Period” means from January 22, 2020, through September 22, 2024.

F. “Class Representative Service Award” means the amount awarded by the Court to the Class Representative pursuant to Section III (D).

G. “Class Representative” or “Plaintiff” mean Isaias R. Barahona.

H. “Court” means the Superior Court of California for the County of Los Angeles.

I. “Defendant’s Counsel” means Jody A. Landry and Desi Kalcheva of Littler Mendelson, P.C.

J. “Effective Date” means the date by which all of the following have occurred: the Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules

1 of Court 3.769(h); and the Judgment has become Final, as defined herein below.

2 **K. “Final”** means that the Settlement has been finally approved by the Court without
3 material modification and either: (i) if there are no objections, or if an objection(s) is made and
4 overruled, Sixty-One (61) days from the date the order for final approval is issued; or (ii) if objections
5 are made, and an appeal is filed, the day after the Judgment is affirmed or the appeal, review or writ
6 is dismissed or denied, and the Judgment is no longer subject to further judicial review.

7 **L. “Final Approval Hearing”** means the hearing to be conducted by the Court to
8 determine whether to finally approve and implement the terms of this Settlement.

9 **M. “Judgment”** means the judgment entered by the Court after it grants final approval
10 of this Settlement.

11 **N. “Maximum Settlement Amount”** means the maximum potential value of the
12 settlement is Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00) (“Maximum
13 Settlement Amount”). The Maximum Settlement Amount is the maximum amount Defendant can be
14 required to pay under this Settlement, including: (1) Payments to the Class Employees for their share
15 of the Net Settlement Amount (defined below); (2) Payments to the PAGA Employees of their share
16 of the Net Settlement Amount; (3) Counsels’ Attorneys’ Fees; (4) Counsels’ Litigation Costs and
17 Expenses; (5) Settlement Administration Costs; (6) payment of a Service Award to Plaintiff; (7) the
18 payment to the LWDA of its share of Net Settlement Amount; and (8) employee-side payroll taxes.
19 Defendant will pay the employer-side of the payroll taxes separately.

20 **O. “Net Settlement Amount”** means the Maximum Settlement Amount *minus* the sum
21 of: (1) Counsels’ Fees; (2) Counsels’ Expenses (3) the Settlement Administration Costs; and (4)
22 Plaintiff’s Service Award for being the Class Representative. Out of the Net Settlement Amount,
23 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) is designated as the PAGA Payment, the
24 LWDA will be paid Seventy-Five (75) Percent of the PAGA Payment and the remaining Twenty-Five
25 (25) Percent of the PAGA Payment (“PAGA Employee Fund”) will be paid to PAGA Employees as
26 set forth below. The remainder of the Net Settlement Amount (“Class Employee Fund”), estimated to
27 be One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00), will be paid to the Class
28 Employees as outlined below.

1 **P.** “**Participating Class Member(s)**” means Class Members who do not submit a timely
2 and valid request to opt-out of the Settlement.

3 **Q.** “**Parties**” means the Plaintiff and Defendant.

4 **R.** “**PAGA Employees**” means all current and former non-exempt employees of
5 Defendant in California who worked during the PAGA Period.

6 **S.** “**PAGA Period**” is the time period January 21, 2023, through September 22, 2024.

7 **T.** “**Pay Periods**” means for the Class Period, the total number of pay periods actually
8 worked by a Class Member for Defendant during the Class Period in California. For the PAGA Period,
9 it means the total number of pay periods actually worked by the PAGA Employee during the PAGA
10 Period in California.

11 **U.** “**Pay Period Value**” is established by dividing the Net Settlement Amount by all Pay
12 Periods for the Settlement Class Members and PAGA Employees as explained in Section III(F).

13 **V.** “**Preliminary Approval**” means the Court’s order granting preliminary approval of
14 the Settlement.

15 **W.** “**Released Parties**” means Defendant, as well as its parent, subsidiaries, assigns and
16 other related organizations, and all managerial employees thereof.

17 **X.** “**Settlement Administrator**” means the third-party administrator as agreed upon by
18 the Parties and as appointed by the Court to administer the settlement of this Action under the terms
19 of this Settlement. Simpluris shall serve as the Settlement Administrator, subject to the Court’s
20 approval.

21 **Y.** “**Settlement Administration Costs**” means all fees and costs owed to the Settlement
22 Administrator in connection with administering the settlement in this Action under the terms of this
23 Settlement.

24 **Z.** “**Settlement Share**” means each Class Member’s pro rata share of the Net Settlement
25 Amount which is determined by the process described in Section III(F).

26 **II. RECITALS**

27 **A.** On January 22, 2024, Plaintiff filed his class complaint commencing the Action in Los
28 Angeles Superior Court, which is now pending before the Honorable Kenneth R. Freeman in

1 Department 14 of the Spring Street Courthouse. One day prior, on January 21, 2024, Plaintiff's counsel
2 sent a letter to the LWDA to exhaust Plaintiff's remedies under PAGA. Plaintiff contends, by way of
3 the Action, that Defendant violated California's wage and hour laws with respect to Plaintiff and Class
4 Members and alleges the following eight claims: (1) Failure to Pay Minimum Wages in Violation of
5 sections 204, 1194, 1194.2, and 1197 of the California Labor Code; (2) Failure to Pay Overtime
6 Compensation in Violation of sections 1194 and 1198 of the California Labor Code; (3) Failure to
7 Provide Meal Periods in Violation of sections 226.7 and 512 of the California Labor Code; (4) Failure
8 to Authorize and Permit Rest Breaks in Violation of section 226.7 of the California Labor Code; (5)
9 Failure to Indemnify Necessary Business Expenses in Violation of section 2802 of the California
10 Labor Code; (6) Failure to Timely Pay Final Wages at Termination in Violation of sections 201, 202,
11 and 203 of the California Labor Code; (7) Failure to Provide Accurate Itemized Wage Statements in
12 Violation of section 226 of the California Labor Code; and (8) Unfair Business Practices in Violation
13 of California Business and Professions Code section 17200, *et seq.* On January 6, 2025, Plaintiff and
14 Defendant filed a Joint Stipulation to Amend Complaint to Add PAGA Claim pursuant to Section 17
15 of the Parties' underlying Memorandum of Understanding ("MOU"). Upon the Court's approval,
16 Plaintiff filed his First Amended Complaint on January 21, 2025, preserving the aforementioned eight
17 claims against Defendant and adding a ninth claim under PAGA for underlying alleged wage and hour
18 violations.

19 **B.** On August 27, 2024, the Settling Parties attended mediation with Michael Ludwig, an
20 experienced wage and hour class action and PAGA mediator. After lengthy negotiations that occurred
21 during the mediation, during which the Settling Parties, through their counsel, recognized the burdens
22 and risk of continuing with the litigation, the Settling Parties reached an agreement to settle and resolve
23 the Action and Released Claims.

24 **C.** The Settlement represents a compromise and settlement of highly disputed claims.
25 Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that any of
26 the claims alleged in the Action have merit, or that Defendant bears any liability to the Class Members
27 on those claims, nor as an admission by the Class Members that Defendant's defenses in the Action
28 have merit.

Based on these Recitals, the Settling Parties hereby agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. Maximum Settlement Amount. In order to settle the Action and Released Claims, Defendant agrees to pay the Maximum Settlement Amount of Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00). This Maximum Settlement Amount is inclusive of all payments described in Section I(N). Under no circumstances shall Defendant be required to pay more than the Maximum Settlement Amount, other than the amount of employer-side payroll taxes owed on the wage portion of the Settlement Shares ("Employer Taxes"), unless the provisions of section III(P)(3) are triggered. If that occurs then it will be Defendant's choice to increase the Maximum Settlement amount as outlined, or shorten the Class Period and Release period. Defendant shall pay the Employer Taxes separately and in addition to the Maximum Settlement Amount.

B. Class Counsel Fees And Expenses. Defendant and its counsel shall not oppose the application to the Court for an attorney's fees award of up to One-Third of the Maximum Settlement Amount, which is equivalent to One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00), and reimbursement of litigation costs and expenses of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel with respect to the attorneys' fees and costs awarded to them. Defendant's agreement not to oppose a motion for attorneys' fees or a bill of costs for the aforementioned amounts should not be construed as approval or endorsement by Defendant of the amount sought. Whatever amount of Class Counsel Fees and Expenses that the Court approves shall be paid from the Maximum Settlement Amount. Should the Court approve and award less than the amount provided for herein, the difference shall be included in the Net Settlement Amount.

C. LWDA Payment. Settling Parties agree that the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) of the Maximum Settlement Amount is deemed payment for penalties under PAGA ("PAGA Penalties"), of which Seventy Five (75) Percent, or Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00), shall be paid to the Labor and Workforce Development Agency ("LWDA Payment") and the remaining Twenty Five (25) Percent, or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00), shall be distributed to the PAGA

1 Employees pursuant to the formula in Section III(F)(3).

2 **D. Class Representatives Service Award.**

3 1. Plaintiff shall request, and Defendant shall not oppose, an incentive payment
4 not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the Class
5 Representative. The Class Representative's Service Award is intended as reasonable compensation
6 for the time and effort expended by him as Class Representative and in connection with the initiation
7 and maintenance of this Action. The Class Representative's Service Award shall be paid from the
8 Maximum Settlement Amount, and shall be paid in addition to whatever payment Plaintiff is otherwise
9 entitled to as a Participating Class Member. The Class Representative's Service Award shall be
10 reported to the taxing authorities by means of an IRS Form 1099. The amount of the Class
11 Representative's Service Award is left to and within the Court's sole discretion. Should the Court
12 approve and award less than the amount provided for herein, or not at all, the difference shall be
13 included in the Net Settlement Amount. The Settling Parties agree that the approval, and amount, of
14 any Class Representative's Incentive Award in this Action shall be in the Court's sole discretion and
15 not subject to any appeal by Plaintiff who is the sole recipient of any approved Class Representative's
16 Service Award. The Class Representative will provide a full release, with a California Civil Code
17 section 1542 waiver, in exchange for this payment as further discussed below. This Settlement is not
18 contingent on Plaintiff's receipt of any Service Award out of the Maximum Settlement Amount.

19 2. Plaintiff acknowledges and agrees that Defendant and its attorneys have made
20 no representations or warranties regarding the tax consequences of payment of the Class
21 Representative's Service Award, and Plaintiff has not relied on any such representations or warranties.
22 Plaintiff further agrees to pay and bear sole responsibility for all taxes, liens, levies, encumbrances,
23 interest, and penalties that may be due or payable to any taxing authority as a result of payment of any
24 Class Representative Service Award. Furthermore, Plaintiff agrees to defend and indemnify
25 Defendant and the other Released Parties in connection with any taxes, fines, interest or penalties
26 incurred as a result of any failure by Plaintiff to pay taxes due, if any, on the Class Representative's
27 Service Award paid pursuant to this Agreement.

28 **E. Settlement Administration Costs.** Settling Parties agreed upon a third-party

1 settlement administrator, Simpluris to act as the Settlement Administrator and it is estimated that the
2 fees, expenses, and costs for administration of the terms of this Settlement shall not exceed \$6,500.00
3 . All of the Settlement Administration Costs shall be paid from the Maximum Settlement Amount
4 upon completion of all duties required to be performed by the Claims Administrator under the terms
5 of this Settlement, or as otherwise required by the Court, subject to the “not to exceed” quote from the
6 agreed upon Settlement Administrator. Should the Court approve and award less than the amount
7 provided for herein, or not at all, the difference shall be included in the Net Settlement Amount.

8 **F. Settlement Shares to Class Members.**

9 1. Under the Settlement, each Participating Class Member shall be entitled to
10 payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share). The
11 amount that each Class Member shall be eligible to receive under the Settlement shall be determined
12 by converting the Class Employee Fund into a Work Week Value. The Work Week Value will be
13 established by dividing the Class Employee Fund by all Work Weeks for the Participating Class
14 Members during the Class Period based on Defendant’s pay records, and excluding any full work week
15 during with a Participating Class Member was on a leave of absence. Defendant will provide this
16 information with the Class Data List. The Individual Settlement Share for each Participating Class
17 Member will be determined by multiplying the Work Week Value by each Participating Class
18 Member’s individual Work Weeks.

19 2. Each Settlement Share of the Class Employee Fund shall be apportioned as
20 follows: Twenty (20) Percent as wages (the “Wage Component”) and Eighty (80) Percent for interest,
21 penalties, and other non-wage damages (the “Non-Wage Component”). Each Settlement Share shall
22 be subject to reduction for all employee’s share of taxes and withholdings on the Wage Component
23 and shall be reported on IRS W-2 forms, and the net payment will be referred to as “Individual
24 Settlement Payment(s).” No reductions will be made to Settlement Shares for any taxes or withholding
25 in connection with the Non-Wage Component, and the Non-Wage Component shall be reported on
26 IRS 1099 forms. All Class Members covered by this Settlement agree that they are not relying on any
27 representations regarding the tax allocation or treatment of any amounts paid to them under the terms
28

of this Settlement and agree to hold Defendant and the other Released Parties harmless for any and all tax consequences relating to the allocation of the payments made under this Settlement.

3. Each PAGA Employees' pro rata share of the PAGA Employee Fund ("Individual PAGA Settlement Share") will be determined by converting the portion of the PAGA Employee Fund payable to the PAGA Employees into a Pay Period Value. The pay periods actually worked by PAGA Employees as established by Defendant's records, excluding Pay Periods when a PAGA Employee was on a leave, during the PAGA Period will be used to make this calculation. Defendant will provide this information with the Class Data List. Defendant will provide this The Individual PAGA Settlement Share for each PAGA Employee will be determined by multiplying the Pay Period Value by each PAGA Employee's individual pay periods. All payments are for penalties and will be reported to the PAGA Employees on IRS Form 1099.

G. Distributions.

1. Within Ten (10) business days of the Effective Date, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the account information so that Defendant can wire the Maximum Settlement Amount and the Employer Taxes, and Defendant shall wire said amounts within Sixty (60) business days of the Effective Date.

2. The Settlement Administrator shall distribute Individual Settlement Payments to Participating Class Members, the payment to the Labor and Workforce Development Agency, the Court-approved Class Representative's Service Award to Plaintiff and Court-approved Class Counsel Fees and Expenses to Class Counsel, within Thirty (30) business days of receipt of payment from Defendant pursuant to this Section.

3. Individual Settlement Payment checks issued to Participating Class Members shall remain valid for a period of One Hundred Twenty (120) calendar days after they issue and shall be cancelled thereafter. Uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure section 1500, *et seq.* in the name of the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not cash their checks until such time as they claim their property.

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1 **H. Payments to Class Do Not Trigger Additional or Derivative Payments.** It is
2 expressly understood and agreed that the receipt of payments under the Settlement shall not entitle
3 Plaintiff or any Participating Class Member to additional or derivative compensation or benefits under
4 any of Defendant's compensation or benefit plans or agreement in place during the period covered by
5 the Settlement, nor shall it entitle Plaintiff or any Class Member to any increased retirement, 401k
6 benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that
7 the payments provided for in this Agreement are the sole payments to be made by Defendant to
8 Plaintiff and Participating Class Members, and that Plaintiff and Participating Class Members are not
9 entitled to any additional or derivative compensation or benefits as a result of having received said
10 payments (notwithstanding any contrary language or agreement in any benefit or compensation plan
11 document that might have been in effect during the period covered by this Settlement).

12 **I. Release of Claims.**

13 1. Release of Class Claims By Participating Class Members. Upon the Effective
14 Date and Defendant's funding of the Maximum Settlement Amount, Defendant and the other Released
15 Parties shall be entitled to a release from the Plaintiff and the Class Members who do not opt, for all
16 of the Released Claims which occurred during the Class Period. "Released Claims" means all claims
17 for violations of the following wage and hour claims that were actually alleged or that could have been
18 alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period, as well
19 as any and all wage and hour claims and that were asserted or could have been asserted based on the
20 factual or legal allegations contained in Plaintiff's initial January 22, 2024, Complaint and January 21,
21 2025 First Amended Complaint, arising at any time during the Class Period, including but not limited
22 to: (a) failure to pay all wages owed, whether due to alleged off the clock work, alleged time rounding
23 practices, alleged auto-deduct policies and/or practices, alleged failure to correctly calculate the
24 regular rate, or any other theory of liability for the underpayment of the minimum wage or overtime
25 wages; (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu
26 thereof; (c) failure to authorize and permit rest breaks or failure to pay premiums at the regular rate of
27 pay in lieu thereof; (d) failure to indemnify necessary business expenses; (e) failure to timely pay final
28 wages at termination and waiting time penalties; (f) failure to provide accurate, itemized wage

1 statements; (g) unfair business practices; (h) claims for the attorneys' fees and costs incurred in the
2 prosecution of this Action on behalf of the Class Employees; (i) any other claims, remedies, penalties,
3 or interest that could have been pleaded based on the facts alleged in the Action; and (j) all claims that
4 Plaintiff and/or the Class Employees may have against the Released Parties relating to: (1) the
5 payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this
6 Settlement Agreement; and (2) the payment, taxation, and allocation of Plaintiff's Payment pursuant
7 to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire
8 Class Period defined above. Participating Class Members may discover facts in addition to those they
9 now know or believe to be true with respect to the subject matter of the Released Claims, but upon the
10 Effective Date, Participating Class Members shall be deemed to have, and by operation of the
11 Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims,
12 without regard to the subsequent discovery or existence of such different or additional facts.
13 Participating Class Members agree not to sue or otherwise make a claim against any of the Released
14 Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the
15 Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon
16 Participating Class Members regarding the Released Claims. Except as set forth in Paragraph III.I.3
17 of this Agreement, Participating Class Members do not release any other claims, including claims for
18 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
19 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
20 occurring outside the Class Period.

21 2. Complete and General Release by Class Representatives. Plaintiff understands
22 that he may hereafter discover facts in addition to or different from those Plaintiff now knows or
23 believes to be true with respect to the subject matter of the Released Claims, but upon the Effective
24 Date, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully,
25 finally, and forever settled and released any and all of the Released Claims, as well as any other known
26 or unknown, suspected or unsuspected, contingent or non-contingent claims, which now exist, or
27 heretofore have existed, upon any theory of law or equity now existing, including, but not limited to,
28 conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule,

without regard to the subsequent discovery or existence of such different or additional facts. In exchange for the consideration provided to Plaintiff under the Settlement, he shall waive any and all rights Plaintiff may have under California Civil Code section 1542 ("Section 1542"). Section 1542 reads as follows: "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." Plaintiff understands that he is providing a general release of known and unknown claims to Defendant and the Released Parties that is effective when the Court grants final approval of the Settlement and Defendant funds the Settlement.

3. Release by the State of California, Participating Class Members Who Are Aggrieved Employees and Non-Participating Class Members Who Are Aggrieved Employees. Upon the Effective Date and Defendant's Funding of the Maximum Settlement Amount, all Participating Class Members who are Aggrieved Employees and Non-Participating Class Members who are Aggrieved Employees, and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims alleged in the Operative Complaint and/or PAGA Notice, and ascertained in the course of the Action, including claims for: (i) failure to pay minimum and straight wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages during employment and at termination; (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for expenditures; (viii) unfair business practices; (ix) unlawful time rounding; (x) failure to pay overtime, break premiums, and sick pay at the regular rate of pay; (xi) alleged violation of Labor Code sections 201, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, , 510, 512, , 558, 1174, 1174.5, , 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, and any applicable Industrial Welfare Commission Wage Orders, as well as a claim for attorney's fees and costs incurred in the prosecution of the PAGA claims in this Action. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect

1 and be final and binding upon Plaintiff, the state of California, and the PAGA Employees regarding
2 the PAGA Released Claims.

3 **J. Motion For Preliminary Approval.**

4 1. Class Counsel will file an unopposed motion with the Court (the “Preliminary
5 Approval Motion”) seeking an order approving the Settlement; setting a date for the Final Approval
6 Hearing; approving the distribution of the Notice of Class Action Settlement (the “Class Notice”) in
7 substantively the form attached hereto as “**Exhibit A**” in English and with a Spanish translation; and
8 approving the procedures and deadlines for disputing Pay Periods, opting-out of the Settlement, and
9 objecting to the Settlement. Defendant’s Counsel will either not respond or will file a notice of non-
10 opposition to the motion.

11 2. At the hearing on the Preliminary Approval Motion, the Settling Parties will
12 jointly appear, and support the granting of the motion, and submit a proposed order granting
13 preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval
14 Hearing (the “Proposed Order”). The Proposed Order to be submitted to the Court in substantially the
15 form that is attached hereto as “**Exhibit B.**”

16 3. Should the Court, after a reasonable opportunity to cure and remedy any stated
17 deficiencies, ultimately decline to grant preliminarily approval of the Settlement as proposed by the
18 Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the
19 Settling Parties will revert to their respective positions.

20 **K. Mailing of Class Notice to Class Members.**

21 After the Court enters its order granting preliminary approval of the Settlement, all Class
22 Members will be provided with the Class Notice by the Settlement Administrator as follows:

23 1. Within Ten (10) business days after the Court grants preliminary approval of
24 the Settlement, Defendant shall provide to the Settlement Administrator the last-known contact
25 information that it has for the Class Members, including their full name, mailing addresses, telephone
26 numbers, Social Security numbers, start and end dates of employment, and the number of Work Weeks
27 during the Class Period and the Number of Pay Periods during the PAGA Period (“Class Data List”).
28 A redacted version of the Class Data List, without any personal contact information or Social Security

1 numbers, shall be provided to Class Counsel, and this list shall be used for no purpose other than to
2 monitor the administration of the Settlement. All data and information provided to the Settlement
3 Administrator and Class Counsel by way of the Class Data List shall be treated as confidential and
4 shall not be disclosed to anyone, except as may be required to applicable tax authorities, pursuant to
5 Defendant's express written consent, by order of the Court, or to carry out the reasonable steps
6 described in this Settlement to locate missing Class Members.

7 2. Within Fourteen (14) calendar days after receiving the Class Data List from
8 Defendant, the Settlement Administrator shall mail the Class Notice to all identified Class Members
9 via first-class U.S. Mail, using the last known address information provided by Defendant, unless such
10 address is modified by any updated address information that the Settlement Administrator obtains in
11 the course of administration of the Settlement. Prior to completing this mailing, the Settlement
12 Administrator shall perform a National Change of Address ("NCOA") search to confirm the validity
13 of and update Class Members' mailing addresses.

14 3. If any Class Notice is returned as undeliverable with a forwarding address
15 within Thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall
16 have Five (5) calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice
17 is returned as undeliverable without a forwarding address within Thirty (30) calendar days of the
18 mailing of the Class Notice, the Settlement Administrator shall have Five (5) calendar days from
19 receipt of the returned Class Notice to search for a more current address for the Class Member and to
20 re-mail the Class Notice to the Class Member. This inquiry shall include a skip-trace search. The
21 Settlement Administrator shall be responsible for taking all reasonable steps, consistent with its agreed
22 upon job parameters, Court orders and fee, according to the deadlines set forth in this Settlement, to
23 administer the Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address
24 search for all mail returned without a forwarding address, and promptly re-mailing the Class Notice
25 to Class Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator shall
26 note for its own records the date and address of each such re-mailing and so notify Class Counsel and
27 Defendants' counsel. The obligation to trace and resend returned Class Notices shall cease after two
28 mailings or Thirty (30) calendar days after the initial mailing, whichever occurs first. The Response

1 Deadline shall be either the original Response Deadline or Fifteen (15) calendar days after the
2 remailing of a Class Notice in accordance with the Agreement, whichever is later.

3 4. The Settlement Administrator shall provide weekly status reports to counsel for
4 the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of
5 objections, if any are received; (c) the number of disputes of pay periods, if any are received; and (c)
6 the number of requests to opt-out of the Settlement, if any are received.

7 5. No later than Ten (10) business days after the Response Deadline, the
8 Settlement Administrator shall provide Class Counsel and Defendant' counsel, a declaration for filing
9 with the Court in support of Plaintiff's motion for final approval of the Settlement, setting forth its due
10 diligence and compliance with its obligations under this Settlement.

11 **L. Opt-Outs and Objections To Settlement.**

12 Class Members are not required to sign a claim form to participate in the Settlement. Class
13 Members may opt out of the Settlement or submit objections to the Settlement pursuant to the
14 following procedures:

15 1. The Class Notice shall provide that Class Members who do not want to
16 participate in the Settlement may exclude themselves by submitting a written request seeking to opt-
17 out of the Settlement ("Opt-Out Notice") to the Settlement Administrator not later than Sixty (60)
18 calendar days after the date that the Settlement Administrator first mails the Class Notice ("Response
19 Deadline"). An Opt-Out Notice must: (a) contain the full name, address, and last four digits of the
20 Social Security number of the person requesting to opt-out; (b) be signed by the person requesting to
21 opt-out; (c) reference the Action by its name; and (d) contain a statement clearly indicating that the
22 person submitting the request seeks to be excluded from the Settlement. If the Opt-Out Notice does
23 not contain the information listed in (a)-(d) or is not returned to the Settlement Administrator
24 postmarked by the Response Deadline, it shall not be deemed timely and valid. The date of the
25 postmark on the return mailing envelope shall be the exclusive means used to determine whether the
26 Opt-Out Notice has been timely submitted. Any Class Member who submits a timely and valid Opt-
27 Out Notice shall not be entitled to any recovery under the Settlement and shall not be bound by the
28 terms of the Settlement, and shall not have any right to object, appeal, or comment thereon. The

1 submission of an Opt-Out Notice shall not impact a PAGA Employee's entitlement to their Individual
2 PAGA Settlement Share. Class Members who fail to submit a timely and valid Opt-Out Notice shall
3 be Class Members bound by all terms of the Settlement and the contemplated Judgment if the
4 Settlement is granted final approval by the Court. No later than Ten (10) business days after the
5 Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's
6 Counsel with a complete list of all Class Members who have submitted timely and valid Opt-Out
7 Notices, including their full names.

8 2. The Class Notice shall provide that Participating Class Members (i.e., Class
9 Members who are not seeking to opt out of the Settlement) who wish to object to the Settlement must
10 submit to the Settlement Administrator a written statement explaining their objection to the Settlement
11 no later than the Response Deadline. Alternatively, or in addition to a written objection, Class
12 Members may appear at the Final Approval Hearing to make an oral objection. If a Class Member opts
13 out of the Settlement, they cannot object to the Settlement.

14 3. A Class Member who does not make an oral objection at the Final Approval
15 Hearing or does not submit a written objection in the manner and by the Response Deadline specified
16 above shall be deemed to have waived all objections and shall be foreclosed from making any
17 objections to the Settlement, whether by appeal or otherwise.

18 4. If a Class Member who has timely filed an objection to the Settlement files a
19 Notice of Appeal of the contemplated Judgment within the time period prescribed by law, Defendant
20 shall not be required to fund any portion of the Maximum Settlement Amount, and the Settlement
21 Administrator shall not distribute or pay any monies until the appeal(s) are finally resolved in favor of
22 the Settlement or dismissed with prejudice.

23 5. The Parties agree that there is no statutory right for any PAGA Employee to
24 object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. If a
25 Class Member opts out, and is also a PAGA Employee, he or she is still covered by the PAGA portion
26 of the Settlement. Except as otherwise stated, Plaintiff shall vigorously defend against any attempt by
27 any PAGA Employee or by any entity or agency to intervene in this matter or object to/opt-out of this
28 settlement. Further, there is no right or opportunity for any PAGA Employee to appeal the approval

of the Settlement by the Court. The Parties shall jointly defend against any appeal filed with respect to the Final Order as it pertains to the PAGA part of the Settlement.

M. Resolution of Class Member Disputes Over Work Weeks or Pay Periods.

1. If a Class Member disputes the number of Work Weeks or Pay Periods credited to him or her, which will be stated in the Class Notice, the Class Member must submit a written dispute to the Settlement Administrator, postmarked no later than the Response Deadline. The dispute must: (a) contain the full name, address, and last four digits of the Social Security number of the Class Member; (b) be signed by the Class Member; (c) reference the Action by its name and case number; (d) contain a statement clearly indicating that the Class Member disputes the number of Work Weeks and/or Pay Periods that are credited to him or her and the number of Work Weeks and/or Pay Periods that the Class Member claims should be credited to him or her; and (e) attach supporting documentation, if any, that they may have. If such a dispute arises with respect to a Class Member, the Settlement Administrator shall inform Class Counsel and Defendant's Counsel. Defendant shall manually review its payroll and personnel records to verify the correct number of Pay Periods or Work Weeks for the disputing Class Member. Defendant's records shall have a rebuttable presumption of correctness, and Defendant's Counsel and Class Counsel shall jointly determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator shall present the dispute for resolution by the Court, by way of declaration to be filed in advance of the Final Approval Hearing. The decision on the dispute shall be non-appealable.

N. No Solicitation of Objections or Opt-Outs. Neither the Settling Parties nor their respective counsel or management shall solicit or otherwise encourage any Class Member, directly or indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the Judgment.

O. Additional Briefing and Final Approval.

1. As soon as practicable following the Response Deadline, Plaintiff shall move the Court for final approval of the Settlement. Defendant agrees it shall not oppose so long as the motion is in all respects consistent with the terms of this Settlement. No later than Five (5) court days before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support

1 of the motion or such other papers as may be necessary or helpful to the Court regarding the subject
2 matter of the motion.

3 2. Upon final approval of the Settlement by the Court at or after the Final Approval
4 Hearing, the Settling Parties shall present a Judgment for the Court's approval and entry, which shall
5 provide that the Court shall have continuing jurisdiction over the Action and the Settlement solely for
6 purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may
7 arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or
8 applicable law.

9 **P. Options to Terminate Settlement/Revision to Maximum Settlement Amount or**
10 **Class Period and PAGA Period.**

11 1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to
12 the requested Class Representative's Service Award, does not constitute grounds to terminate or void
13 the Settlement.

14 2. Defendant has the right to cancel the Settlement if more than Ten (10) Percent
15 of the Class Members submit timely and valid Opt-Out Notices from the Settlement. This option to
16 cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel
17 within Ten (10) business days of Defendant's Counsel receiving notification from the Settlement
18 Administrator that more than Ten (10) Percent of the Class Members have submitted timely and valid
19 Opt-Out Notices from the Settlement. If Defendant exercises the option to terminate the Settlement,
20 then Defendant shall be responsible for paying all Settlement Administration Costs.

21 3. Defendant estimated, as of the mediation, that the number of Work Weeks from
22 January 22, 2020, through September 22, 2024, to be approximately 7,268. If the actual number of
23 Work Weeks encompassed within the Class Period is more than Ten (10) Percent greater than 7,268
24 (i.e., if the total Work Weeks is more than 7,995), then Defendant shall increase the Gross Settlement
25 Amount by a proportionate amount for each additional work week in excess of the Ten (10) Percent
26 (i.e., any work week over 7,995). That means, for example, that if the actual Work Weeks as of
27 September 22, 2024, is 8,100 that Defendant would need to pay an additional \$4,292.08 (\$330,000
28 divided by 7,995 = \$41.27 x 104 excess work weeks) to have a release through that date. As of the

1 date of the Amended Settlement Agreement it has been confirmed that no escalator is triggered
2 because the actual number of Work Weeks during the class period is 7,425.

3 4. Either Settling Party may terminate this Settlement by giving written notice to
4 the other Settling Party (through its counsel) no later than Twenty (20) calendar days after receiving
5 notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval
6 Order or the Final Approval Order in substantially the form submitted by the Parties; (ii) the Settlement
7 does not become final because of any appellate court action; or (iii) the Court's final approval of the
8 Settlement is reversed or materially modified on appellate review.

9 5. In the event of termination of this Settlement as provided above, this Settlement
10 shall become and be considered null and void, and it shall have the following effects: (i) the Settling
11 Parties shall have no further obligations under the Settlement; (ii) Defendant shall have no obligation
12 to make any payments to any person, party, Class Member or attorney that otherwise would have been
13 owed under this Settlement, except that in case of termination under Section III (P)(2), Defendant shall
14 pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the
15 Settlement is terminated; (iii) in case of termination under Section III (P)(4), the Parties shall split the
16 Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is
17 terminated; (iv) the Settlement and all negotiations, statements and proceedings relating thereto shall
18 be without prejudice to the rights of any of the Settling Parties, all of whom shall be restored to their
19 respective positions in the Action prior to the Settlement; and (v) neither this Settlement nor any
20 ancillary documents, actions, statements or filings in furtherance of settlement (including all matters
21 associated with the mediation) shall be admissible or offered into evidence in the Action or any other
22 case or proceeding for any purpose whatsoever.

23 6. Notice of the termination of the Settlement by a Settling Party must be provided
24 to counsel for the other Settling Party in writing.

25 **Q. Dispute Resolution.** Any disputes not resolved by the Settlement Administrator or the
26 Settling Parties shall be resolved by the Court. Before any such resort to the Court, counsel for the
27 Settling Parties shall confer in good faith in an attempt to resolve the dispute.

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1 **R. Waiver of Right To Appeal.** Plaintiff and Class Counsel waive all appeals from the
2 Court's Final Approval of this Settlement.

3 **S. Publicity.** Neither Plaintiff nor Class Counsel will publicize this Settlement by
4 Defendant's name or location, through a press release, posting on the website of Class Counsel, in
5 social media or by any other public means, other than in necessary Court filings and proceedings
6 associated with the Settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from
7 discussing this Settlement with his spouse or partner, attorneys or tax advisor; or (ii) Class Counsel
8 from communicating with putative class members in this case or with the Court in which the Action
9 is pending or the LWDA.

10 **T. Fair, Adequate, And Reasonable Settlement.** This Settlement was reached after
11 extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair, adequate,
12 and reasonable resolution of the Action and have arrived at this Settlement in arms-length negotiations,
13 considering all relevant factors, present and potential, and shall so represent it to the Court.

14 **U. No Admission Of Liability.** Defendant and the Released Parties deny any and all
15 alleged wrongdoing or the violation of any rights of the Plaintiff and/or Class Members. By entering
16 into this Settlement, Defendant does not admit, and in fact specifically disclaims, the violation of any
17 law or regulation. This Settlement is entered into solely for the purpose of compromising highly
18 disputed claims. Nothing in this Settlement is intended or shall be construed as an admission of any
19 liability or wrongdoing by Defendant, or as an admission by the Class Members that any of their claims
20 were non-meritorious or that any defense asserted by Defendant was meritorious. This Settlement and
21 the fact that the Settling Parties are willing to settle the Action and have entered into this Settlement
22 shall have no bearing on, and shall not be admissible in connection with, any litigation, other than as
23 is necessary to enforce the terms of this Settlement.

24 **V. Miscellaneous Terms.**

25 1. Integrated Agreement. After it is signed and delivered by all Settling Parties
26 and their counsel, this Settlement and its exhibits shall constitute the entire agreement between the
27 Settling Parties relating to the terms of Settlement, and shall supersede any prior or contemporaneous
28 oral representations, warranties, covenants, or inducements made to any Settling Party concerning this

1 Settlement or its exhibits, including the Settlement Terms.

2 2. Execution in Counterparts. This Settlement may be executed in one or more
3 counterparts and by facsimile or PDF version. The Settlement may be signed electronically by means
4 that are verifiable, for example through DocuSign. All executed counterparts, and each of them, shall
5 be deemed to be one and the same instrument, provided that counsel for the Settling Parties shall
6 exchange between themselves original signed counterparts. Any executed counterpart shall be
7 admissible in evidence to prove the existence and contents of this Settlement.

8 3. Modification of Settlement. This Settlement, and any and all parts of it, may
9 be amended, modified, changed, or waived only by an express written instrument signed by all Settling
10 Parties or their successors-in-interest, subject to approval by the Court.

11 4. Settlement Binding on Successors. This Settlement shall be binding upon, and
12 inure to the benefit of, the successors of each of the Settling Parties and Participating Class Members.

13 5. Applicable Law. All terms and conditions of this Settlement and its exhibits
14 shall be governed by and interpreted according to the laws of the State of California, without giving
15 effect to any conflict of law or choice of law principles.

16 6. Interim Stay of Proceedings. The Parties shall stay all proceedings in the
17 Action, subject to necessary compliance with the Court's orders, except such proceedings necessary
18 to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by
19 the Court.

20 7. Authorization to Enter Into Settlement Agreement. Counsel for all Settling
21 Parties warrant and represent they are expressly authorized by the Settling Parties whom they represent
22 to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by
23 such Settling Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The Settling Parties and their counsel
25 shall cooperate with each other and use their best effort to effectuate the implementation of the
26 Settlement. In the event the Settling Parties are unable to reach agreement on the form or content of
27 any document needed to implement the Settlement, or on any supplemental provisions that may
28 become necessary to effectuate the terms of this Settlement, the Settling Parties may seek the

assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of Defendant. The Class Representatives represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

8. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:

Kane Moon, Esq.
Daniel J. Park, Esq.
MOON LAW GROUP, P.C.
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
E-mail: kmoon@moonlawgroup.com
E-mail: dpark@moonlawgroup.com

To Defendant:

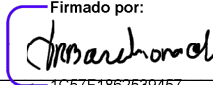
Jody A. Landry, Esq.
Desi Kalcheva, Esq.
LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101
Email: jlandry@littler.com
Email: dkalcheva@littler.com

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

IT IS SO AGREED.

Dated: 10/30/2025

Firmado por:

Isaias R. Barahona
Plaintiff

Interplastic Corporation

Dated: 11/3/2025


Jared Kemper

Approved as to form:

Dated: 10/30/2025


Kane Moon
Attorney for Plaintiff and the Settlement Class

Dated: 11/4/2025


Jody A. Landry
Attorney for Defendant

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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA – COUNTY OF LOS ANGELES
Isaias R. Barahona v. Interplastic Corporation
 Case No.: 24STCV01644

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

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

A California court authorized this notice. This is not a solicitation from a lawyer.

**YOU WILL NOT BE RETALIATED AGAINST FOR PARTICIPATING IN THIS
 SETTLEMENT.**

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above class and representative action (hereinafter referred to as “the Action”) filed in Los Angeles County Superior Court has been reached between Plaintiff Isaias R. Barahona, in his individual capacity, as a class representative, and as a private attorney general (referred to herein as “Plaintiff” unless specifically noted otherwise) on one hand, and Defendant Interplastic Corporation (“Defendant”) on the other. The Settlement has been granted Preliminary Approval by the Court supervising the Action. The Los Angeles County Superior Court has ordered that this Class Notice be sent to you because you may be a Class Member and/or a Private Attorneys General Act (“PAGA”) Member (as defined below). The purpose of this Class Notice is to inform you of the Settlement of the Action and your legal rights under the Settlement as follows:

- The “Class” is defined as all non-exempt employees who worked for Defendant in the state of California during the Class Period (defined below). “PAGA Employees” means all current and former non-exempt employees of Defendant in California who worked during the PAGA Period (also defined below).
- The proposed Settlement generally resolves claims regarding (1) Failure to Pay Minimum Wages in Violation of sections 204, 1194, 1194.2, and 1197 of the California Labor Code; (2) Failure to Pay Overtime Compensation in Violation of sections 1194 and 1198 of the California Labor Code; (3) Failure to Provide Meal Periods in Violation of sections 226.7 and 512 of the California Labor Code; (4) Failure to Authorize and Permit Rest Breaks in Violation of section 226.7 of the California Labor Code; (5) Failure to Indemnify Necessary Business Expenses in Violation of section 2802 of the California Labor Code; (6) Failure to Timely Pay Final Wages at Termination in Violation of sections 201, 202, and 203 of the California Labor Code; (7) Failure to Provide Accurate Itemized Wage Statements in Violation of section 226 of the California Labor Code; (8) Unfair Business Practices in Violation of California Business and Professions Code section 17200, et seq.; and (9) civil penalties under PAGA based on the underlying Labor Code violations alleged in the Action.

- The Settlement avoids costs and risks to you from continuing the lawsuit; pays money to employees; and releases Defendant from liability for these claims.
- The two sides disagree on whether Defendant is liable for the allegations raised in this case and how much money could have been won if the employees won at trial.
- **Your legal rights may be affected. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Get a Payment	• If you are a Class Member, you will automatically receive a payment, unless you exclude yourself from the Settlement as described below. If you are a PAGA Employee, you will also automatically receive your PAGA Employee Portion as you cannot exclude yourself from the PAGA portion of the settlement. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	• If you are a Class Member and want to exclude yourself from the Class portion of the Settlement, you must submit a written request seeking to opt-out of the Settlement to the Settlement Administrator no later than sixty (60) calendar days after the date that the Settlement Administrator first mails the Class Notice). The opt-out request must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be signed by you; (c) reference the Action by its name; and (d) contain a statement clearly indicating that you seek to be excluded from the Settlement. This is the only option that allows you to bring your own claims against Defendant regarding the legal claims in the Action. You will not be bound by the terms of the Settlement if you opt out, nor will you receive a payment. You cannot exclude yourself from the PAGA portion of the settlement.
Object	• If you are a Class Member, and do not opt-out of the Class portion of the settlement, you can object to the Class portion of the Settlement, if you so wish. This allows you to object to the terms of the Settlement but still participate in the Settlement that is finally approved and receive a settlement payment. If you wish to object to the Class portion of the Settlement, you must submit to the Settlement Administrator a written

	statement explaining your objection to the Settlement no later than sixty (60) calendar days after the date that the Settlement Administrator first mails the Class Notice). Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing to make an oral objection.
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WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the proposed Settlement of the lawsuit and informs you of your legal rights under that proposed Settlement. You are receiving this notice because you may be a member of the Class or are a PAGA Employee on whose behalf this lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On January 22, 2024, Plaintiff filed a class action complaint entitled *Isaias R. Barahona v. Interplastic Corporation*, commencing the Action in the Court and submitted a letter to the Labor Workforce Development Agency ("LWDA") on the prior day, January 21, 2024. On January 31, Plaintiff's counsel filed a First Amended Complaint adding a PAGA claim. Plaintiff contends, by way of the Action, that Defendant violated California's wage and hour laws with respect to Plaintiff and Class Members by, *inter alia*, failing to pay the required minimum wage and overtime for all time worked including but not limited to at the proper regular rate, failing to properly provide meal periods or pay a premium in lieu thereof, failing to properly authorize and permit rest breaks or pay a premium in lieu thereof, failing to reimburse expenses, failing to timely pay wages at termination, failing to provide compliant wage statements, and, thereby, also violating California Business & Professions Code section 17200, *et seq.*, and owing penalties under PAGA. The Action alleges Defendant violated the following provisions of the Labor Code: 201-203, 204, 226, 226.7 (and the applicable provisions of Wage 1), 227.3, 510, 512, 1174, 1174., 1194, 1194.2, 1197, 1198, 2699, *et seq.*, 2802, and claims deriving from the applicable Wage Orders promulgated by the Industrial Welfare Commission. The lawsuit seeks recovery of wages, restitution, statutory and civil penalties, interest, attorneys' fees, and costs.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than that of settling this lawsuit, the Action is appropriate for class or representative treatment. Defendant contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable laws. The Court has made no ruling and will make no ruling on the merits of the Actions.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did **not** decide in favor of Plaintiff or Defendant. There was no trial. Instead, both sides agreed to a settlement. That way, they avoid the costs, risks, and uncertainty of a trial, and the Class Members and PAGA Employees will get compensation. Plaintiff and Plaintiff's attorneys

believe the Settlement is fair, reasonable, and adequate and in the best interests of all Class Members and PAGA Employees. Thus far, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court will make a final determination of whether the proposed Settlement is fair, adequate, and reasonable at the Final Approval Hearing.

C. What is the Class Period and the PAGA Period?

The term “Class Period” means the period from means from January 22, 2020, through September 22, 2024. The “PAGA Period” means the period from January 21, 2023, through September 22, 2024.

D. What does the Settlement provide?

1. Maximum Settlement Amount.

Defendants will pay a total of Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00) (the “Maximum Settlement Amount”) to settle the Action. This amount includes \$AMOUNT to settle the class claims and Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to settle the PAGA claims. It is proposed that the following payments will be made from the Maximum Settlement Amount.

- a. Distribution to Participating Class Members. Approximately \$AMOUNT (“Class Distribution”) will be distributed to Class Members who do not opt out of the Class portion of the Settlement based upon the number of weeks that they worked during the Class Period.
- b. Distribution to PAGA Members. Approximately Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be distributed pro rata to PAGA Members based upon the number of pay periods that they worked during the PAGA Period.
- c. Attorneys’ Fees and Expenses. Class Counsel has worked on this lawsuit without compensation and has advanced funds to pay for expenses necessary to prosecute the action. Under the Settlement, Class Counsel will request an award of fees of no more than One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00), which is one-third of the Maximum Settlement Amount, and an award of expenses not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).
- d. Class Representative Service Award. Plaintiff is requesting a class representative service award of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff as Class Representative, in addition to the amount that he will receive as a Class Member and as a PAGA Employee, to compensate him for undergoing the burden and expense of prosecuting the Action.

- e. Settlement Administration Costs. The Settlement Administrator, Simpluris, Inc., has advised the parties that the settlement administration costs will not exceed Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00).
- f. Payment to State of California. Approximately Eleven Thousand Two Hundred Fifty Dollars and Zero Cents (\$11,250.00) of the Maximum Settlement Amount will be paid to the state of California in settlement of allegations that Defendant owes civil penalties to the state for alleged Labor Code violations.

The funds used for the Maximum Settlement Amount shall be paid to the Settlement Administrator. The Settlement Administrator shall distribute the Court-approved Class Representative Service Awards to the Plaintiff, the Court-approved attorneys' fees and litigation costs to Class Counsel, the settlement administration costs to the Settlement Administrator, and the payment to the LWDA at the same time and manner as the settlement payments to the participating Class Members and PAGA Members.

2. Your Individual Payment Amount

The Settlement Administrator will calculate the individual settlement payments to all PAGA Members, and to all Class Members who do not submit valid opt-out requests.

Currently, it is estimated that you will receive approximately \$ [REDACTED]. This is based on Defendant's records showing you:

- [Option 1] worked [REDACTED] pay periods during the Class Period;
- [Option 2] worked [REDACTED] pay periods during the PAGA Period.

[REDACTED] This/these amounts can change depending on how much the court awards in attorneys' fees, litigation costs, the Class Representative Service Awards to the Plaintiff, and the number of Class Members who ask to be excluded from the Class portion of the Settlement.

Settlement checks will expire One Hundred and Twenty (120) days from the date they are issued by the Settlement Administrator. Uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure section 1500, *et seq.*, in the name of the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not cash their checks until such time as they claim their property.

3. Tax Matters

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to participating Class Members reflecting the payments each Class Member and/or PAGA Member receives under the Settlement. For tax purposes, payments to Class Members will be allocated as follows: Twenty Percent (20%) as wages, Eighty Percent (80%) as interest and penalties. Payments to PAGA Members will be apportioned as penalties only. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code.

Interest and penalties paid under this Settlement shall not be subject to federal, state, and local payroll withholding taxes. The Settlement Administrator shall issue an IRS form 1099 for payments of interest and penalties. The usual and customary deductions will be taken out of the amounts attributable to unpaid wages. Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

E. What are you giving up to get a payment?

Upon entry of the Final Approval Order and Defendant's payment of the Maximum Settlement Amount plus the Employer's withholding share of payroll taxes, Plaintiff and Class Members will be deemed to have released the Released Parties of and from all of the Released Claims during the Class Period. The Released Claims, further described below, include all claims that Plaintiff, the Class, any Class Member, and/or any PAGA Employee had, or may claim to have, against any of the Released Parties.

Release of Class Claims By Participating Class Members. Upon the Effective Date and Defendant's funding of the Maximum Settlement Amount, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff and the Class Members who do not opt, for all of the Released Claims which occurred during the Class Period. "Released Claims" means all claims for violations of the following wage and hour claims that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of the Class Employees for the entire Class Period, as well as any and all wage and hour claims and that were asserted or could have been asserted based on the factual or legal allegations contained in Plaintiff's initial January 22, 2024, Complaint and January 21, 2025 First Amended Complaint, arising at any time during the Class Period, including but not limited to: (a) failure to pay all wages owed, whether due to alleged off the clock work, alleged time rounding practices, alleged auto-deduct policies and/or practices, alleged failure to correctly calculate the regular rate, or any other theory of liability for the underpayment of the minimum wage or overtime wages; (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to authorize and permit rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to indemnify necessary business expenses; (e) failure to timely pay final wages at termination and waiting time penalties; (f) failure to provide accurate, itemized wage statements; (g) unfair business practices; (h) claims for the attorneys' fees and costs incurred in the prosecution of this Action on behalf of the Class Employees; (i) any other claims, remedies, penalties, or interest that could have been pleaded based on the facts alleged in the Action; and (j) all claims that Plaintiff and/or the Class Employees may have against the Released Parties relating to: (1) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (2) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the entire Class Period defined above. Participating Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Claims. Except as set forth in Paragraph III.I.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.

Release by the State of California, Participating Class Members Who Are Aggrieved Employees and Non-Participating Class Members Who Are Aggrieved Employees. Upon the Effective Date and Defendant's Funding of the Maximum Settlement Amount, all Participating Class Members who are Aggrieved Employees and Non-Participating Class Members who are Aggrieved Employees, and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims alleged in the Operative Complaint and/or PAGA Notice, and ascertained in the course of the Action, including claims for: (i) failure to pay minimum and straight wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages during employment and at termination; (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for expenditures; (viii) unfair business practices; (ix) unlawful time rounding; (x) failure to pay overtime, break premiums, and sick pay at the regular rate of pay; (xi) alleged violation of Labor Code sections 201, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3, , 510, 512, , 558, 1174, 1174.5, , 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, and any applicable Industrial Welfare Commission Wage Orders, as well as a claim for attorney's fees and costs incurred in the prosecution of the PAGA claims in this Action. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff, the state of California, and the PAGA Employees regarding the PAGA Released Claims.

"Effective Date" means the date by which all of the following have occurred: the Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules of Court 3.769(h); and the Judgment has become Final. "Final" means that the Settlement has been finally approved by the Court without material modification and either: (i) if there are no objections, or if an objection(s) is made and overruled, 61 days from the date the order for final approval is issued; or (ii) if objections are made, and an appeal is filed, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

THE FINAL APPROVAL HEARING

Presently, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable and adequate. The Court will conduct a final approval hearing regarding the proposed Settlement (the "Final Approval Hearing") on **DATE** at **TIME**, in Department 14 of the Los Angeles County Superior Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the participating Class Members; (ii) whether the participating Class Members should be bound by the terms of the Settlement; (iii) the amount of the attorneys' fees and litigation costs that should be awarded to Plaintiff's counsel; and (iv) the amount that should be awarded to the Plaintiff as Class Representative Service Award.

At the Final Approval Hearing, the Court will hear all objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing but you are not required to do so. You also have the right to hire an attorney to represent you or to enter an appearance and represent

yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys' fees and/or costs associated with that representation.

The Settlement Administrator will give notice to any objecting party of any continuance of the hearing on the Motion for Final Approval. Additionally, you may contact the Settlement Administrator, listed at the end of this notice, to inquire into the date and time of the Final Approval hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing fully and finally approving the Settlement as fair, reasonable, adequate and in the best interests of the participating Class Members.

WHAT ARE YOUR OPTIONS?

• OPTION 1 – GET A PAYMENT

IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NOT REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

The number of pay periods you worked during the Class Period and/or the PAGA Period and the estimated amount of your Settlement Payment is set forth above in this notice. If you believe that the number of pay periods are stated incorrectly, you may dispute it by timely submitting a written dispute to the Settlement Administrator, postmarked no later than [REDACTED]. The dispute must contain the following: (a) your full name, address, and last four digits of your Social Security number; (b) your signature; (c) reference to the Actions by name and case number; (d) a statement clearly indicating that you dispute the number of pay periods that are credited to you and the number of pay periods that you claim should be credited to you. The dispute should attach supporting documentation, if any, that you may have. If you believe that the information is correct, you do not have to do anything.

The Settlement Payment you will receive will be a full and final settlement of your Released Claims described above.

• OPTION 2 – EXCLUDE YOURSELF FROM THE CLASS PORTION OF THE SETTLEMENT

You have a right to exclude yourself ("Opt Out") from the Class portion of the Settlement. However, if you choose to do so, you will not receive any payment from the proposed class settlement. You will **not** be bound by a judgment in this case as it pertains to the class settlement and will have the right to file your own lawsuit against Defendant, subject to time limits called Statutes of Limitations and other potential defenses that Defendant may assert, and to pursue your own claims in a separate suit. If you opt out and are a PAGA Member, you will be bound by the PAGA portion of the settlement and receive your PAGA payment.

You can opt out of the Class portion of the Settlement by submitting a written request that must: (a) contain your full name, address, and last four digits of your Social Security number; (b) be

signed by you; (c) refer to the Actions by name; and (d) contain a statement clearly indicating that you seek to be excluded from the Settlement. Send it by first class U.S. mail to the Settlement Administrator at Simpluris, Inc., 3194-C Airport Loop Drive, Costa Mesa, CA 92626.

To be valid, your Opt-Out Form must be postmarked no later than [REDACTED], 2025.

OPTION 3 – OBJECT TO THE SETTLEMENT

If you wish to remain a Class Member, or if you are a PAGA Member, and you wish retain the ability to participate in any Settlement that is approved and receive a settlement payment, but you wish to object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed Settlement in writing by submitting a statement explaining your objection by first class U.S. mail to the Settlement Administrator at Simpluris, Inc., 3194-C Airport Loop Drive, Costa Mesa, CA 92626. It must be postmarked no later than [REDACTED], 2025. You, or an attorney representing you, may also appear at the Final Approval Hearing to object to the Settlement. If you opt out of the Settlement you do not have the right to object.

COUNSEL FOR THE PARTIES

COUNSEL FOR PLAINTIFF/CLASS MEMBERS:

Kane Moon (SBN 249834)
Daniel J. Park (SBN 274973)
Allen Feghali (SBN 301080)
Jaeyoung Lee (SBN 344198)
Olivia Finlayson (SBN 358165)
MOON LAW GROUP
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Email: jlee@moonlawgroup.com
E-mail: ofinlayson@moonlawgroup.com

COUNSEL FOR DEFENDANTS:

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LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101-3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

CHANGE OF ADDRESS

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

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ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the **Settlement**, you may review the detailed “Joint Stipulation of Class Action Settlement,” which was filed with the Court on [REDACTED], 2025, as Exhibit A to the Declaration of Attorney [REDACTED], and is available for viewing online, along with other court records regarding the Action, on the Court’s website, **XXXXXXXXXXXXXXXXXXXXXX**. This document as well as the pleadings and other records in the Action may also be examined in person at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

QUESTIONS?

If you have any questions, you may contact Class Counsel or the Settlement Administrator.

SETTLEMENT ADMINISTRATOR

SIMPLURIS, INC.

**3194-C Airport Loop Drive
Costa Mesa, CA 92626**

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EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE

ISAIAS R. BARAHONA,

Plaintiff,

v.

INTERPLASTIC CORPORATION,

Defendant.

Case No. 24STCV01644

**[PROPOSED] ODER GRANTING
PRELIMINARY APPROVAL OF CLASS AND
PAGA SETTLEMENT**

Assigned for all purposes to:
Hon. Kenneth R. Freeman

Date: _____, 2025
Time: _____ a.m.
Dept.: 14

Case filed: January 22, 2024
Trial Date: Not yet set

1 WHEREAS this Action is pending before this Court as a putative class action lawsuit and
2 Private Attorney General Action brought by Plaintiff Isaias R. Barahona (“Plaintiff”) against
3 Interplastic Corporation (“Defendant”); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
5 settlement of the Action in accordance with the Joint Stipulation of Class Action And Private Attorney
6 General Act Settlement Agreement and Release (the “Stipulation” or “Settlement” or “Agreement”),
7 which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed
8 Settlement and final resolution of the Action upon the terms and conditions set forth therein; and the
9 Court having read and considered the Stipulation and the exhibits annexed thereto;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
12 defined therein shall have the same meaning in this Order as set forth in the Stipulation. Per the Parties’
13 Stipulation, the Court hereby conditionally certifies the following Settlement Class: all non-exempt
14 employees who worked for Defendant in the state of California from January 22, 2020, through
15 September 22, 2024.

16 2. Upon the Final Order, Participating Class Members who do not opt out of the
17 Settlement will release all claims that were alleged or that could have been alleged based on the facts
18 of Plaintiffs’ operative complaint as defined in the Stipulation as “Released Claims” from January 22,
19 2020, through September 22, 2024. The “Released Parties” are Defendant and all of their respective
20 former, present, and future owners, parents, subsidiaries, shareholders, and related entities and all of
21 Defendant’s respective current, former, and future officers, directors, supervisors, employees,
22 representatives, members, managers, partners, shareholders, joint venturers, accountants, insurers,
23 representatives, agents, predecessors, successors, and assigns.

24 3. Should, for whatever reason, the Settlement not become final, the fact that the Parties
25 were willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor
26 be admissible in connection with, the issue of whether a class should be certified in a non-settlement
27 context.
28

1 4. Plaintiffs are hereby appointed and designated, for all purposes, as the Class
2 Representatives of the Class, and the following attorneys are hereby appointed and designated as
3 counsel for the Class Representatives and the Class: Kane Moon, Daniel J. Park, Allen Feghali,
4 Jaeyoung Lee, and Olivia Finlayson (“Class Counsel”). Class Counsel are authorized to act on behalf
5 of Class Members with respect to all acts or consents required by, or which may be given pursuant to,
6 the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class
7 Member may enter an appearance through counsel of such Class Member’s own choosing and at such
8 Class Member’s own expense. Any Class Member who does not enter an appearance or appear on his
9 or her own will be represented by Class Counsel.

10 5. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable
11 and adequate, and one that would merit, ultimately, final approval by this Court. The Court has
12 reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on
13 a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class Members when
14 balanced against the potential outcomes of further litigation relating to liability and damages issues.
15 The Court further finds that the Settlement has been reached as the result of serious and non-collusive,
16 arms-length negotiations by Defendants and Plaintiff (the “Settling Parties”).

17 6. A final approval hearing (the “Settlement Hearing”) shall be held before this Court,
18 located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012, on
19 _____, 2025, at _____.m., in Department 14, to determine all necessary matters concerning
20 the Settlement, including: whether the proposed settlement of the Action should be finally approved
21 by the Court; whether a Judgment, as provided in the Stipulation, should be entered herein; whether
22 the plan of allocation contained in the Stipulation should be approved as fair, adequate and reasonable
23 to the Class Members; and to finally approve Class Counsel’s Fees Award and Cost Award, the Class
24 Representatives’ service awards, payment to the Labor and Workforce Development Agency and the
25 Settlement Administration Costs.

26 7. The Court hereby approves, as to form and content, the Notice, attached as Exhibit A
27 to the Stipulation. The Court finds that distribution of the Notice, substantially in the manner and form
28 set forth in the Stipulation and this Order, meets the requirements of due process, is the best notice

1 practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled
2 thereto.

3 8. The Court hereby appoints **Simpluris** as Settlement Administrator and hereby directs
4 the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members the
5 Notice (Exhibit A) by first class mail at their last known address within ten (10) calendar days of
6 receiving a Class List from Defendant.

7 9. Any Class Member (as defined by the Stipulation) may choose to opt out of the
8 Settlement or object to the class action part of the Settlement, but cannot opt-out of the PAGA portion
9 of the settlement, as provided in the Notice by following the instructions for requesting exclusion from
10 the Settlement Class or objecting to the settlement. Class Members will have sixty (60) days from the
11 date of mailing of the Notice in which to postmark objections or a notice of opting out. Prior to the
12 initial mailing, the Settlement Administrator will check all Class Member addresses against the
13 National Change of Address database and shall update any addresses before mailing. The Settlement
14 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of
15 receiving notice that a Notice was undeliverable. The obligation to trace and resend returned Class
16 Notices shall cease after two mailings or thirty (30) calendar days after the initial mailing, whichever
17 occurs first. The time period to respond may not be extended on account of a returned or undeliverable
18 mailing. Any written request to opt-out must be signed by each such person opting out. All Class
19 Members who do not timely and properly notify the Settlement Administrator of their desire to opt-
20 out of the Settlement, shall become bound by all determinations of the Court, the Stipulation and
21 Judgment.

22 10. Any Class Member who did not opt out may appear at the Settlement Hearing and may
23 object to the Settlement and may present evidence and file briefs or other papers that may be proper
24 and relevant to the issues to be heard and determined by the Court as provided in the Notice. In order
25 to object, the Class Member may file with the Court and submit to the Settlement Administrator a
26 written statement explaining their Objection to the Settlement no later than **[REDACTED]**, 2025. Counsel
27 for the Parties shall file any response to the objections submitted by objecting Class Members at least
28 ten (10) court days before the date of the Final Fairness and Approval Hearing. However, to the extent

1 an objecting Class Member is also an PAGA Employee said individual cannot object to the PAGA
2 portion of the Settlement.

3 11. The Settlement is not a concession or admission and shall not be used against
4 Defendant or any of the Released Parties as an admission or indication with respect to any claim of
5 any fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is
6 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related
7 to the Settlement, nor any reports or accounts thereof, shall in any event be:

8 a. Construed as, offered or admitted in evidence as, received as or deemed to be
9 evidence for any purpose adverse to the Settling or Released Parties, including, but not limited to,
10 evidence of a presumption, concession, indication or admission by any of the Settling or Released
11 Parties of any liability, fault, wrongdoing, omission, concession or damage; or

12 b. Disclosed, referred to, or offered or received in evidence against any of the
13 Settling or Released Parties in any further proceeding in the Action, or in any other civil, criminal or
14 administrative action or proceeding, except for purposes of settling the Action pursuant to the
15 Stipulation.

16 12. As of the date this Order is signed, all dates and deadlines associated with the Action
17 shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

18 13. In the event the Settlement does not become effective in accordance with the terms of
19 the Stipulation, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
20 effective for any reason, this Order shall be rendered null and void and shall be vacated and the Parties
21 shall revert to their respective positions as of before entering into the Stipulation.

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

25
26 Dated: _____

JUDGE OF THE SUPERIOR COURT

27 4937-4354-8933.1 / 032089-1015
28