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and on behalf of others similarly situated and aggrieved employees
pursuant to the California Private Attorneys General Act

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 23STCV26851

Honorable William F. Highberger
Department SS10

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

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

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

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15 on behalf of himself and others similarly situated
16 and aggrieved employees pursuant to the California Private Attorneys General Act
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[PROPOSED] ORDER

On February 10, 2026 at 11:30 a.m. in Department SS10 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Peter J. Gutierrez’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable William F. Highberger. Blackstone Law, APC and Lavi & Ebrahimian, LLP appeared on behalf of Plaintiff and Littler Mendelson, P.C. appeared on behalf of Defendants Univar Solutions USA Inc. and Univar Solutions Inc. (together, “Defendants”).

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

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit 6 to the Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, LWDA PAGA Payment, Administration Expenses Payment, and payments to the

1 Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement,
2 appear to be within the range of reasonableness of a settlement that could ultimately be given final
3 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
4 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
5 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
6 against the probable outcome of further litigation relating to certification, liability, and damages issues
7 and are consistent with the requirements of California Labor Code § 2699(e)(1).

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

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

19 All current and former hourly-paid and/or non-exempt employees who worked for
20 Defendants in the State of California at any time during the Class Period.

21 (The Class Period is defined as the period from June 22, 2022 through June 1,
22 2025.)

23 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
24 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC and Joseph Lavi, Jovahn
25 Wiggins, Alexander J. Aroeste, and Vincent Granberry of Lavi & Ebrahimian, LLP as counsel for the
26 Class ("Class Counsel").

27 8. The Court provisionally appoints Plaintiff Peter J. Gutierrez as the representative of the
28 Class ("Class Representative").

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1 9. The Court provisionally appoints Phoenix Settlement Administrators to handle the
2 administration of the Settlement (“Administrator”).

3 10. No later than fifteen (15) calendar days after entry of this Order, Defendants will
4 provide the Administrator with the following information about each Class Member: full name, last-
5 known mailing address, Social Security number, number of Workweeks, and number of PAGA Pay
6 Periods (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Court Approved Notice of Class
8 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
9 **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the
10 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform
11 the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded
12 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute
13 the Workweeks and/or PAGA Pay Periods credited to each of them by submitting a written challenge,
14 and of each Participating Class Member’s right and opportunity to object to the Class Settlement by
15 submitting a written objection to the Administrator. The Court further finds that distribution of the
16 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
17 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
18 requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto.
19 The Court further orders the Administrator to mail the Class Notice in English and Spanish by First-
20 Class U.S. Mail to all Class Members within fourteen (14) calendar days of receipt of the Class Data,
21 pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
25 with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the
26 date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
27 Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice,
28 the Response Deadline shall be extended fourteen (14) calendar days from the original Response

1 Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the
2 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound
3 by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all
4 Aggrieved Employees will be bound by the PAGA Settlement and issued their Individual PAGA
5 Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not
6 submit a valid and timely Request for Exclusion (i.e., Participating Class Members) shall be bound by
7 the Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in Department SS10 of the Los
10 Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los
11 Angeles, California 90012, to determine all necessary matters concerning the Settlement, including:
12 whether the proposed settlement of the action on the terms and conditions provided for in the
13 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
14 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
15 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members
16 and Aggrieved Employees; and determine whether to approve the requests for the Class Counsel Fees
17 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment,
18 Administration Expenses Payment, and allocation for the PAGA Penalties.

19 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
20 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
21 Payment, and Administration Expenses Payment, along with the appropriate declarations and
22 supporting evidence, including the Administrator's declaration, by
23 _____, to be heard at the Final Approval Hearing.

24 15. To object to the Class Settlement, a Participating Class Member must submit their
25 written objection to the Administrator on or before the Response Deadline. The written objection
26 must be signed and must contain the information that is required, as set forth in the Class Notice,
27 including and not limited to the grounds for the objection. Participating Class Members, individually
28 or through counsel, may also present their objection orally at the Final Approval Hearing, regardless

1 of whether they have submitted a written objection.

2 16. In the event the Settlement does not become effective in accordance with the terms of
3 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
4 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
5 the parties shall revert back to their respective positions as of before entering into the Settlement
6 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
7 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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

12 **IT IS SO ORDERED.**

13 Dated: _____

Honorable William F. Highberger
Judge of the Superior Court

EXHIBIT 1

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

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

Los Angeles County Superior Court Case No. 23STCV26851

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

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

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

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

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

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

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member and/or Aggrieved Employee, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Univar.

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

**Written Challenges Must
be Submitted by _____**

page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

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

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

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

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

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

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Univar have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Univar Will Pay \$890,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”).

Univar has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Univar will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$296,666.67 (1/3 of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 to Plaintiff as a Class Representative Service Payment for pursuing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payments and any Individual PAGA Payment.
 - c. Up to \$11,000 to the Administrator for services administering the Settlement.
 - d. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

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

Although Plaintiff and Univar have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Univar have agreed that, in either

case, the Settlement will be void: Univar will not pay any money and Class Members will not release any claims against Univar.

7. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion, written objections, and challenges over Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and Univar has fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Univar or related entities for wages based on the claims as defined below:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including but not limited to any and all claims for: (1) failure to pay wages including minimum and overtime wages, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to timely pay wages during employment, (5) failure to timely pay final wages upon discharge, (6) failure to provide accurate, itemized wage statements, (7) failure to maintain payroll records, (8) failure to reimburse business expenses, and (9) unfair business practices pursuant to California Business and Professions Code § 17200 et seq. (collectively, the “Released Class Claims”). Except for the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

9. Aggrieved Employees’ Release. After the Court’s judgment is final and Univar has paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Univar, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Univar or its related entities based on the claims as defined below:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notice, including but not limited to violations of or based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing 25% of the PAGA Penalties (i.e., \$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Univar's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Univar's calculation of Workweeks and/or PAGA Pay Periods based on Univar's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Univar's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your full name, present mailing address, email address or telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____, and include your identifying information (full name, present mailing address, email address or telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Univar are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payment stating (i) the amounts Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____(url)_____ or the Court's website _____(url)_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your full name, present mailing address, email address or telephone number, and approximate dates of employment for Univar and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____(time)_____ in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information. It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Univar and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to _____(specify entity)_____ 's website at _____(url)_____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV26851. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

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Class Counsel: Lavi & Ebrahimian, LLP

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

Telephone: (310) 432-0000

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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