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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
9 **(UNLIMITED JURISDICTION)**

10 LYDA P. SUAREZ,

11 Plaintiff,

12 vs.

13
14 BAGCRAFTPAPERCON III, LLC; and
15 DOES 1 to 25, inclusive,

16 Defendant.

Case No.: 25STCV16636

*[Assigned for all purposes to Honorable Jon
R. Takasugi, Judge]*

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF
UNOPPOSED PAGA APPROVAL
MOTION**

[Filed Concurrently with Notice of Motion,
Memorandum of Points and Authorities, and
Proposed Order]

Hearing Date: August 13, 2026

Time: 8:30 a.m.

Department: 309

Complaint Filed: June 9, 2025

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Factual and Procedural Background

4. Defendant is a Charlotte, North Carolina based company that manufactures, sells, and distributes flexible packaging products at various locations throughout California. Plaintiff worked as a bag packer for Defendant starting in November of 2023, with Plaintiff's employment coming to an end on or around April 2025. Plaintiff claimed that Defendant violated various California Labor Code sections.

5. Plaintiff complied with the procedures of Labor Code section 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, et seq. ("PAGA"). On April 19, 2024, Plaintiff on behalf of herself and Defendant's California non-exempt employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of their claims against Defendant. Plaintiff subsequently served an amended notice on June 9, 2025. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant:

- a. failed to compensate for all hours worked and to pay minimum wages (Labor Code sections 1194, 1194.2, 1197, 1197.1);
- b. failed to pay overtime compensation (Labor Code section 510);
- c. failed to provide meal breaks (Labor Code sections 512 and 226.7);
- d. failed to timely pay wages due during employment (Labor Code section 204);
- e. failed to provide accurate itemized wage statements (Labor Code section 226(a));
- f. failed to keep accurate and complete payroll records (Labor Code sections 1174 and 1174.5);
- g. failed to pay wages at the end of employment (Labor Code section 203);
- h. failed to provide sick pay (Labor Code sections 233 and 246);

1 Plaintiff filed her lawsuit on June 9, 2025, in the Superior Court for the State of California,
2 County of Los Angeles, Case No. 25STCV16636, with one cause of action for PAGA
3 penalties based on the theories as outlined in the PAGA letter.

4 6. Through informal discovery, Defendant produced records and represented that
5 it employed approximately 164 employees falling within Plaintiff's Aggrieved Employees
6 definition for the period from April 5, 2024 (one year and 65 days before Plaintiff's Complaint
7 was filed), through December 16, 2025, and there were paychecks issued for a total of
8 approximately 10,500 pay periods worked for that same time period.

9 7. The Settlement Agreement covers the Aggrieved Employees, employed on or
10 after April 5, 2024, through December 16, 2025.

11 8. Defendant denies any liability or wrongdoing of any kind whatsoever
12 associated with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties
13 to fully, finally, and forever compromise, and discharge all claims known or unknown related
14 to those alleged in Plaintiff's lawsuit.

15 9. The parties attended a full-day mediation with experienced mediator Steve
16 Pearl, Esq. on December 16, 2026, and settled the matter. Before agreeing to the terms of the
17 Settlement, the Parties engaged in informal discovery regarding Defendant's policies,
18 practices, operations, time and payroll information and other topics. Prior to negotiation,
19 Defendant produced Plaintiff's personnel file, time and payroll data for Plaintiff, and time
20 records and payroll records for all 148 employees classified as non-exempt and falling within
21 Plaintiff's Aggrieved Employees definition during the applicable PAGA Period. Through
22 extensive arm's length negotiations and only after discovery and investigation were
23 performed, the Parties agreed to settlement terms. Attached as **Exhibit 1** is a true and accurate
24 copy of Settlement Agreement along with the notice that will be sent, with payment, to the
25 Aggrieved Employees covered by the Settlement Agreement. As alluded to above, the Parties
26 negotiated the PAGA claims through arms-length negotiation during private mediation, and
27 only after sufficient discovery was completed, including data being sent to Plaintiff's data
28 expert for analysis/review.

1 10. The Parties conducted investigation of the facts and law both before and after
2 the lawsuit was filed. Counsel for the Parties have further investigated the applicable law as
3 applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor
4 Code violations claimed by Plaintiff. Based on their own independent investigations and
5 evaluations, the Parties and their respective counsel are of the opinion that the Settlement for
6 the consideration and on the terms set forth in this Motion are fair, reasonable and adequate
7 and are in the best interests of Plaintiff, the Aggrieved Employees, and Defendant in light of
8 all known facts and circumstances and the risks inherent in litigation.

9 11. The Parties further recognize that the issues presented in the Action are likely
10 only to be resolved with extensive and costly pretrial and trial proceedings, and that further
11 litigation will cause inconvenience, distraction, disruption, delay, and expense
12 disproportionate to the maximum potential benefits.

13 12. Plaintiff alleges that the strongest claims are that Plaintiff and other PAGA
14 Members were not provided meal breaks under the law and performed off-the-clock work for
15 which they were not compensated.

16 13. Plaintiff contends that the civil penalty statutes applicable to the Action arise
17 from violations of the California Labor Code, including, but not limited to, Labor Code
18 sections 226.7, 512, 558, and 2699(f)(2). Under these civil penalty statutes, an employee who
19 suffers a Labor Code violation may be awarded a sum of money for each pay period in which
20 he or she was underpaid. However, under Labor Code section 2699(e)(2), the Court can
21 reduce an award of civil penalties if the award is unjust, arbitrary, oppressive, or confiscatory.

22 14. As it relates to Plaintiff's argument for meal break violations, Plaintiff's data
23 analysis revealed a shift violation rate of 0.8% for short, late, or no meal breaks for shifts that
24 were 5 hours or greater, without assessing premiums, which were paid. The data revealed that
25 99.1% of shifts in the sample were 5 hours or greater. If one extrapolates the 0.8% shift
26 violation rate, it amounts to 7.22% of the 10,405 pay periods having at least one meal period
27 violation. As such, the maximum exposure for meal period violations in the PAGA period
28 would be **\$37,550**, which is calculated as follows: 10,500 pay periods x 99.1% equals 10,405

1 pay periods; 10,405 pay periods x 7.22% equals 751 affected pay periods; 751 pay periods x
2 \$50/pay period (civil penalty) amounts to **\$37,550** in exposure. There are also risks to
3 Plaintiff's meal period claims. Defendant contends that, to establish a violation for missed
4 meal periods, a plaintiff must do more than show that a meal break was not taken.
5 Determining by a review of Defendant's time records the exact reasons why a meal period
6 appears to be short or late or not taken would be difficult and would be a challenge. An added
7 risk of the meal period claim is that premiums were paid per analysis of the sample data.

8 15. As it relates to Plaintiff's argument for off-the-clock work, Plaintiff argues that
9 Plaintiff and other employees would have to change into their uniforms and protective
10 equipment prior to the start of their shift for which they were not compensated. Defendant
11 argues that Plaintiff and others were instructed to clock in before putting on any uniforms or
12 protective equipment. The maximum exposure for this theory would be \$1,050,000, calculated
13 as 10,500 pay periods x \$100/pay period. However, this claim has limited evidentiary support
14 because there is no proof on paper and the only evidence is anecdotal. Plaintiff therefore
15 attributes a 20% probability of success on this claim, which yields a realistic exposure of
16 **\$210,000**.

17 16. As far as straight overtime issues are concerned, the data revealed that
18 overtime was paid properly when worked. Moreover, and per the data, the average hours
19 worked per day were 7.9 hours, which is less than the 8-hour overtime threshold for daily
20 overtime. As it relates to rounding violations, the data revealed that work hours were paid to
21 the second decimal point and there was no indication of rounding. As it relates to the regular
22 rate claim, there were no bonuses seen in the sample. As it relates to the lack of sick pay, there
23 was no evidence seen of these violations. Plaintiff's other claims are derivative claims for
24 violations of Labor Code sections 203, 204, and 226 for not being paid all wages owed every
25 pay period or at the end of employment as well as not receiving accurate, itemized wage
26 statements. The latter would not be triggered since meal period violations do not trigger these
27 derivative claims.

28 17. Based on the above calculations, Plaintiff's aggregate exposure for the

strongest disputed claims, which again Plaintiff understands Defendant disputes, would be **\$247,500**. Assuming that Plaintiff's calculations and analysis are accurate, the maximum exposure presumes that the Court will not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory. Based on the above analysis, a gross settlement in the amount of **\$125,000** is a very strong result, especially in light of the risk factors as discussed above.

18. Moreover, Plaintiff is aware of no California state courts awarding Plaintiff multiple PAGA penalties for the same violation for the same pay period under different Labor Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack" civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded extremely small sums to PAGA claimants in the past. Defendant also adamantly disputes all of Plaintiff's allegations in the operative Complaint.

19. PAGA states a court has discretion to award a lesser amount than the maximum penalty. *See* Lab. Code § 2699(e)(2) ("...a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory."); *see also Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (reducing PAGA award). There is a substantial risk that the Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful and intentional conduct. In *Carrington v. Starbucks*, the Court of Appeal affirmed a trial court's heavily discounted award of only \$5 per violation because it was within the Court's discretion to significantly reduce PAGA penalties even when there is a finding that a violation of the California Labor Code occurred. *Carrington v. Starbucks*, 30 Cal.App.5th 504 (2018). The plaintiff in *Carrington* had requested penalties in excess of \$70 million and was successful in proving the PAGA claim during a bench trial. However, the trial court reduced the total award after trial to only \$150,000 (30,000 violations x \$5) and stated that this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive", based on Starbucks's "good faith attempts" to comply with meal break obligations and because the Court found the violations were minimal. Applying the

1 same formula here and assuming there was one violation during each pay period, the award of
2 civil penalties could not exceed \$52,500 in PAGA penalties (10,500 violations x \$5) and given
3 the nature of the violations and the fact that meal period premiums were paid, there is a
4 substantial risk of a similar formula being applied. As such, this Settlement is a great result
5 based solely on the risk the Court chooses to apply the *Carrington* formula. Thus, the chance
6 of Plaintiff recovering a higher amount than the Gross Settlement Amount is uncertain.

7 20. The Parties further recognize that the issues presented in the Action are likely
8 only to be resolved with extensive and costly pretrial and trial proceedings, and that further
9 litigation will cause inconvenience, distraction, disruption, delay, and expense
10 disproportionate to the maximum potential benefits to the Aggrieved Employees and Plaintiff
11 from continued litigation.

12 21. The settlement of the Action involves monetary relief to all Aggrieved
13 Employees, Plaintiff, her attorneys, and the State of California.

14 22. Furthermore, Plaintiff recognizes that continued litigation presents significant
15 risks that support a significant downward departure from Plaintiff's estimated civil penalties
16 amount. In view of the risks, the Settlement represents a fair, adequate, and reasonable
17 compromise amount for these claims and is in the best interest of Plaintiff and Aggrieved
18 Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, 762 F.3d 902
19 (9th Cir. 2014). The PAGA settlement and its terms are fair, just, reasonable, adequate, and
20 equitable to Defendant, Plaintiff, and the State, especially in light of the current economic
21 climate, and are the product of good faith, and informed arms-length negotiations between the
22 Parties consistent with public policy and fully comply with applicable provisions of law.

23 23. As such, the settlement of PAGA penalties in the gross sum of \$125,000, of
24 which 75% of the net amount after attorney's fees [\$41,666.67], attorney costs [\$14,057.40],
25 and settlement administrator fees [\$3,985.00], which is \$48,968.20 will be paid to the LWDA,
26 and 25%, which equates to \$16,322.73 will be distributed to the Aggrieved Employees, is
27 reasonable and appropriate under the circumstances. With a total of 164 Aggrieved
28 Employees, the average estimated individual PAGA payment for each Aggrieved Employee is

1 approximately \$99.53. This is a great result given the uncertainties of litigation.

2 ***Plaintiff's Individual Settlement***

3 24. Plaintiff did have individual claims that were also settled by the parties. The
4 Parties agreed that the consideration Plaintiff received pursuant to an individual settlement
5 agreement was to settle her individual claims. As part of this confidential agreement, Plaintiff
6 also provided Defendant with a general release of all claims, whether known or unknown,
7 including unknown claims covered by Civil Code Section 1542. Plaintiff has no conflict of
8 interest with the absent Aggrieved Employees and is adequate to represent the Aggrieved
9 Employees.

10 ***Attorneys' Fees and Costs***

11 25. I represents Plaintiff on a straight contingency basis. My firm's request for
12 \$41,666.67 [1/3] in attorney fees and \$14,057.40 in litigation costs is fair and reasonable. To
13 date, I have investigated and prosecuted this matter vigorously, including drafting the initial
14 PAGA notice as well as the original complaint; reviewing Defendant's informal data and
15 document production; sending and receiving emails on the case with defense counsel; sending
16 the PAGA data to Plaintiff's expert for review/analysis and reviewing the expert's
17 findings/conclusions; preparing for mediation, including providing material and arguments to
18 the mediator; engaging in a private mediation; and drafting this PAGA approval motion. I also
19 expect to perform additional work on this case if the Court grants final approval of the
20 Settlement, including supervision of the Settlement Administrator's disbursement of the
21 settlement funds to the Aggrieved Employees. "Empirical studies show that, regardless of
22 whether the percentage method or the lodestar method is used, fee awards in class actions
23 average around one-third of the recovery. *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 47 fn.
24 11 (2008) (quoting *Shaw v. Toshiba America Information Systems, Inc.*, 91 F.Supp.2d 942, 972
25 (E.D. Tex. 2000); see also *Lafitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 503 (Cal. Aug. 11,
26 2016) (holding that courts can use the percentage method for the calculation of attorneys'
27 fees). This is also consistent with Plaintiff's Counsel's experience in cases involving PAGA
28 claims. This award is justified here because Plaintiff's counsel achieved a strong result for the

1 Aggrieved Employees and the State while bearing the substantial burdens of contingency
2 representation.

3 26. My previous experience in litigating wage and hour actions also supports the
4 reasonableness of the fee request, as does the caliber of opposing counsel. My previous
5 experience in similar matters was integral in evaluating the strengths and weaknesses of the
6 case against Defendant and the reasonableness of the Settlement. Because it is reasonable to
7 compensate me commensurate with my skill, reputation, and experience, attorney's fees of
8 approximately 1/3 of the Gross Settlement Amount is reasonable. Likewise, the caliber and
9 experience of opposing counsel in labor and employment litigation supports the fairness and
10 reasonableness of the requested fee award.

11 27. The litigation costs expended to aid in the representation of the Aggrieved
12 Employees include the following: lawsuit filing fee of \$457.70; PAGA initial filing fees of
13 \$75.00; miscellaneous filing fees of \$24.70; expert data analysis fee of \$1,000.00; and
14 mediation fee of \$12,500 for a total of \$14,057.40. All of these costs are documented and
15 reasonably incurred.

16 ***Settlement Administration Costs***

17 28. The Settlement Administration Cost is reasonable. Before agreeing to APEX
18 Class Action Administration's \$3,985.00 proposal, the Parties sought and reviewed bids from
19 other reputable third-party administrators, including Phoenix and ILYM, and compared the
20 bids. A true and correct copy of the bid from APEX Class Action Administration is attached
21 hereto as **Exhibit 2**.

22 ***Notice of Settlement to the LWDA***

23 29. Pursuant to Labor Code § 2699(1)(2), my firm submitted a copy of the
24 Settlement with the LWDA at the same time the Settlement is being filed with the Court. True
25 and correct copies of this submission with the LWDA and the confirmation email are
26 collectively attached as **Exhibit 3** to this declaration. My firm will further provide a copy of
27 the Court's Order and Judgment to the LWDA within ten (10) calendar days after entry of said
28 judgment or order as required by Labor Code sections 2699(1)(2)-(3).

1
2 I declare under the penalty of perjury of the laws of the State of California that the
3 foregoing is true and correct to the best of my knowledge.

4 Executed on June 1, 2026 at Los Angeles, California.

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6 /s/Harout Messrelian
7 Harout Messrelian, Esq.
8 Declarant
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

Lyda P. Suarez v. Bagcraftpapercon III, LLC (PAGA)
Los Angeles Superior Court, Case No. 25STCV166636

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Lyda P. Suarez (“Plaintiff”) and Defendant *Bagcraftpapercon III, LLC* (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Lyda P. Suarez v. Bagcraftpapercon III, LLC*, filed in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV166636 (“Complaint”), any other Complaint filing as may become necessary in the post-settlement process, and any exhaustion letters filed with the LWDA.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means as all current and former hourly-paid or non-exempt employees of Defendant in California employed between from April 5, 2024, through December 16, 2025.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Lonnie D. Giamela and Areen Babajanian of Fisher & Phillips LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the

Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- 1.10. "Gross Settlement Amount" means \$125,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Harout Messrelian of Messrelian Law Inc, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from April 5, 2024 to December 16, 2025.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's April 19, 2024 and June 9, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA, in settlement of PAGA claims.
- 1.23. “Plaintiff” means Lyda P. Suarez, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff, the Aggrieved Employees, and PAGA Counsel and as further described in Paragraph 5 below, including all PAGA claims for civil penalties alleged, or reasonably could have been alleged, based on the facts alleged in the Complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period against Defendant for failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; and failure to pay all wages upon termination and unfair business practices, including but not limited to claims for PAGA civil penalties arising from California Labor Code Sections 201, 202, 203, 204, 204b, 210, 218, 225.5, 226 et seq., 226.3, 226.7, 227.3, 233, 246, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and all applicable Industrial Welfare Commission Wage Orders.
- 1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, or affiliates.
- 1.27. “Settlement” means the disposition of the Action affected by this Agreement and the Judgment.

2. RECITALS.

2.1. On June 9, 2025, Plaintiff commenced this Action by filing a Complaint alleging a single cause of of action against Defendant under Lab. Code, § 2698, *et seq.* (“PAGA”) for civil penalties for the purported failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; and failure to pay all wages upon termination (“Complaint”). Defendant denies all allegations in the Complaint, denies any failure to comply with the laws identified in in the Complaint, and denies any and all liability for the underlying Labor Code violations alleged under PAGA.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending an initial PAGA Notice on April 19, 2024 and a

further amended letter on June 9, 2025, with the Parties agreeing that the prior notice pre-PAGA reform controls the underlying case and this settlement.

- 2.3. On December 16, 2025, the Parties participated in an all-day mediation presided over by mediator Steve Pearl, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, anonymized copies of the payroll register for a sample of the Aggrieved Employees for the PAGA Period. Plaintiff also obtained corresponding time entries for a sample of Aggrieved Employees during the PAGA Period. These enabled Plaintiff to engage an expert to analyze the time and payroll records in support of a successful mediation.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$125,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$41,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or

controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,985.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$3,985.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 164 Aggrieved Employees who worked a total of 10,500 PAGA Pay Periods from April 5, 2024, through December 16, 2025.

4.2. Aggrieved Employee Data. Within 15 calendar days of full execution and preliminary approval of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement

Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, the LWDA and the State of California, generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred

during the PAGA Period, including, but not limited to all claims for civil penalties under the California Labor Code's Private Attorneys General Act ("PAGA") that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice ("Plaintiff's Release"), as based upon all underlying wage and hour claims under state, federal, or local law, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Complaint, including but not limited to claims against Defendant for failure to compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; failure to pay all wages upon termination and unfair business practices, based under California Labor Code Sections 201, 202, 203, 204, 204b, 210, 218, 225.5, 226 et seq., 226.3, 226.7, 227.3, 233, 246, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and all applicable Industrial Welfare Commission Wage Orders. . Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice across the PAGA Period, as based upon all underlying wage and hour claims under state, federal, or local law, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Complaint, including but not limited to claims against Defendant for failure to

compensate all wages earned; failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest breaks; failure to provide accurate, itemized wage statements; failure to maintain records; failure to reimburse and indemnify business expenses; and failure to pay all wages upon termination based under California Labor Code Sections 201, 202, 203, 204, 204b, 210, 218, 225.5, 226 et seq., 226.3, 226.7, 227.3, 233, 246, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and all applicable Industrial Welfare Commission Wage Orders.. In particular, and in line with the holding of *Arias v. Superior Court*, 46 Cal.4th 969 (2009), because Plaintiff's action under PAGA functions as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, nonparty employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Complaint and the PAGA Period facts stated in the Complaint or the subject PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly

responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than seventy-five (75) days after the full execution of this Agreement, after the full execution of this Agreement and, in time for a properly noticed hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. PAGA Counsel is also responsible for filing any updated Complaint or further amended LWDA letter in line with the release in Paragraph 5, *supra*.

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

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates there are 164 Aggrieved Employees who worked a total of 10,500 PAGA Pay Periods from April 5, 2024, through December 16, 2025, the PAGA Period. Should the qualifying pay periods increase beyond 10% worked by the Aggrieved Employees during the aforementioned period (i.e., by more than 1,050 pay periods), Defendant shall increase the Total Settlement Amount on a pro-rata basis equivalent to the percentage increase in the number of pay periods worked by the Aggrieved Employees above the ten percent (10%) threshold, meaning Defendant will increase the Total Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the number of pay periods increases by 11% to 11,655 pay periods, the

Total Settlement Amount will increase by one percent (1%)).

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds,

Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Harout Messrelian, Esq. (hm@messrelianlaw.com)
Messrelian Law Inc.
101 N. Brand Blvd., Suite 1450
Glendale, CA 91203

To Defendants:

Lonnie D. Giamela (lgiamela@fisherphillips.com)
Areen Babajanian (ababajanian@fisherphillips.com)
Fisher & Phillips LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to

trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 4/22/2026

PLAINTIFF LYDA P. SUAREZ

LYDA Padac

ID CBCcMTVMnVML6wc64WpwmMpN

Dated: 04/27/2026

DEFENDANT BAGCRAFTPAPERCON III, LLC

Daniel Rikard

By: Dan Rikard

Its: General Counsel and Secretary

APPROVED AS TO FORM ONLY:

Dated: 4/22/2026

By:

U7

ID dmU8ukzYsURLGA711UJL7lkw

Messrelian Law, Inc.
Harout Messrelian

Attorneys for Plaintiff Lyda P. Suarez and the
Aggrieved Employees

Dated: 04/23/26

By:

Areen Babajian

Fisher & Phillips, LLP
Lonnie D. Giamela
Areen Babajian
Attorneys for Defendants

EXHIBIT 2



Quotation Request:
Harout Messrelian, Esq.
MESSRELIAN LAW INC.

Case Name: Lyda Suarez v Bagcraftpapercon
Date: Wednesday, March 4, 2026
RFP Number: 201880028

Prepared By:
Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Number of Aggrieved Employees	165
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Project Management				
Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$380.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$25.00	1	\$25.00
NCOA Address Update (USPS)	Static Rate	\$10.00	1	\$10.00
Certified Language Translation: Spanish	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$655.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.25	165	\$206.25
USPS First Class Postage	Per Piece	\$0.78	165	\$128.70
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	17	\$41.25
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	4	\$400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$150.00	1	\$150.00
			Sub Total:	\$2,446.20

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	1	\$120.00
			Sub Total:	\$355.00

			WILL NOT EXCEED:	\$3,985.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, LOS ANGELES COUNTY**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 18 and not a party to the within action. My business address is 101 N. Brand Blvd, Suite 1450,
Glendale, CA 91203.

5 On June 1, 2026, I served the foregoing document(s) described as **DECLARATION**
6 **OF HAROUT MESSRELIAN IN SUPPORT OF UNOPPOSED PAGA APPROVAL**
7 **MOTION** on the interested parties in this action by attaching true copies thereof and
addressing it as follows:

8 Lonnie D. Giamela (SBN 228435)
9 lgiamela@fisherphillips.com
10 Areen Babajanian (SBN 290130)
11 ababajanian@fisherphillips.com
FISHER & PHILLIPS LLP

Attorneys for Defendant BAGCRAFTPAPERCON III, LLC

12 _____ **(BY MAIL)** I caused such envelope to be deposited in the mail at Glendale, California. The
13 envelope was mailed with postage thereon fully paid. As follows: I am “readily familiar” with
14 the firm’s practice of collection and processing correspondence from mailing. Under that practice
15 it would be deposited with the U.S. postal service on that same day with postage thereon fully
prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of
the party served, service is presumed invalid if postal cancellation date or postage meter date is
more than one day after the date of deposit for mailing in affidavit.

16 _____ **(BY OVERNIGHT DELIVERY)** I caused such envelope to be delivered via overnight
17 delivery to the addressee listed above.

18 **X** **(BY ELECTRONIC TRANSMISSION)** I caused such document to be delivered via
electronic transmission to the addressee(s) listed above.

19 I served the documents by the means described above on June 1, 2026.

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

22 /s/Yervand Boyajyan
23 Yervand Boyajyan, Esq.
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