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Attorneys for Plaintiff Antonio Quintero and the Class

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

ANTONIO QUINTERO, individually and on  
behalf of other similarly situated employees and  
all other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

WEYERHAEUSER NR COMPANY, and DOES  
1 through 25, inclusive,

Defendants.

Case No. 23STCV02624

Honorable Carolyn B. Kuhl  
Spring Street Department 12

**DECLARATION OF ANNABEL  
BLANCHARD IN SUPPORT OF  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT, ATTORNEYS'  
FEES AND COSTS, ENHANCEMENT  
PAYMENT, AND SETTLEMENT  
ADMINISTRATION COSTS**

Date: August 25, 2025  
Time: 10:30 a.m.  
Dept: 12

Complaint Filed: February 26, 2023  
FAC Filed: June 26, 2024  
Trial Date: Not Set

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1 for violations of California Business & Professions Code Section 17200, *et seq.* based on the  
2 aforementioned California Labor Code violations.

3 5. On April 5, 2023, Defendant filed an Answer to the Class Action Complaint, generally  
4 denying the allegations and asserting several affirmative defenses. Also on April 5, 2023, Defendant  
5 filed Defendant's Notice of Removal to Federal Court, and removed the Action to the United States  
6 District Court for the Central District of California, thereby initiating U.S. District Court Case No.  
7 2:23-cv-02574.

8 6. On October 5, 2023, Plaintiffs and Defendant (together, the "Parties") participated in a  
9 formal mediation conducted by Philip K. Cha ("Mediator"), a neutral and respected mediator with  
10 extensive experience in complex wage and hour matters, which resulted in an agreement to resolve  
11 this dispute on a class and representative basis. Shortly thereafter, the Parties both accepted a written  
12 mediator's proposal, memorializing the key settlement terms. The Parties then worked diligently to  
13 negotiate and effectuate the settlement, and to memorialize the terms in a long-form settlement  
14 agreement.

15 7. As part of the litigation, mediation, and settlement process, Plaintiffs propounded  
16 informal written discovery requests and Defendant provided data and documents in response to said  
17 informal discovery requests. The documents and data provided by Defendant included the personnel  
18 files of Plaintiffs, a representative sampling of the putative class members' and aggrieved employees'  
19 time and pay data, and Defendant's policies relevant to its wage and hour practices, among other  
20 information and documents.

21 8. On April 11, 2024, Plaintiff Quintero provided written notice to the California Labor  
22 and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S.  
23 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the  
24 California Labor Code alleged to have been violated by Defendant ("PAGA Letter").

25 9. On May 3, 2024, pursuant to the Parties' Joint Stipulation to Remand, the Action was  
26 ordered remanded to Los Angeles Superior Court.

27 10. On June 26, 2024, Plaintiffs filed a First Amended Class Action Complaint for  
28 Damages and for Enforcement Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et*

1 *seq.* (“First Amended Complaint” or “Operative Complaint”) in the Action. The Operative Complaint  
2 added Plaintiff Quintero as a plaintiff and added a cause of action for civil penalties under PAGA,  
3 based on the same California Labor Code violations alleged in the Class Action Complaint. The  
4 Operative Complaint, together with the PAGA Letter, shall be referred to herein as the “Action.”

5 11. On September 24, 2024, the Parties executed the Joint Stipulation of Class Action and  
6 PAGA Settlement (“Original Agreement”).

7 12. On September 24, 2024, Plaintiffs filed a Motion for Preliminary Approval of Class  
8 Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents.

9 13. On December 17, 2024, a hearing was held on Plaintiffs’ Motion for Preliminary  
10 Approval, wherein the Court identified certain issues that required attention before approval could be  
11 granted. The Court continued the hearing on preliminary approval to January 27, 2025.

12 14. On January 21, 2025, Plaintiffs’ Counsel filed the Supplemental Declaration of  
13 Annabel Blanchard in Support of Motion for Preliminary Approval of Class Action and PAGA  
14 Settlement to address the Court’s questions and concerns.

15 15. On January 24, 2025, the Parties executed the Amended Joint Stipulation of Class  
16 Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), which removed Plaintiff  
17 Sanchez as a class and PAGA Representative from the Settlement. A true and correct copy of the  
18 Amended Joint Stipulation of Class Action and PAGA Settlement is attached hereto as **Exhibit 1**.

19 16. On January 24, 2025, Plaintiffs’ Counsel filed a Further Supplemental Declaration of  
20 Annabel Blanchard in Support of Motion for Preliminary Approval of Class Action and PAGA  
21 Settlement attaching the amended Settlement Agreement.

22 17. On January 27, 2025, a continued hearing on the Motion for Preliminary Approval was  
23 held, and the Court entered the Order Granting Preliminary Approval of Class Action and PAGA  
24 Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the  
25 Settlement Agreement, the Notice of Class Action and PAGA Settlement (“Class Notice”), and the  
26 proposed administration procedures and associated deadlines. A true and correct copy of the  
27 Preliminary Approval Order is attached hereto as **Exhibit 2**.

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**Summary of the Terms of the Settlement Agreement**

18. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: “All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period” (“Class” or “Class Members”). The “Class Period” is defined as the period from February 6, 2019 through June 17, 2024. The “Settlement Class Members” consist of all Class Members who did not submit a timely and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.” The “PAGA Period” is defined as the period from April 11, 2023 through June 17, 2024.

19. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 283 Class Members who worked 32,391 weeks for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”) and 160 PAGA Employees who worked 3,406 pay periods for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“Pay Periods”).

20. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of one-third (1/3) of the Gross Settlement Amount, equaling Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of Fourteen Thousand One Hundred Thirty-Nine Dollars and Sixty-One Cents (\$14,139.61); (3) Settlement Administration Costs in the amount Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00); (4) Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (5) PAGA Amount in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately One Million Three Hundred Seventy-Two Thousand Three Hundred Sixty Dollars and Thirty-Nine Cents

1 (\$1,372,360.39).

2 21. The Settlement does not require Settlement Class Members to submit claims as a  
3 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement  
4 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*  
5 *rata* share of twenty-five percent (25%) of the PAGA Amount (“Individual PAGA Payment”).  
6 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net  
7 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members  
8 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks  
9 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement  
10 Administrator by dividing the amount of the PAGA Employees’ 25% share of PAGA Amount  
11 (\$25,000.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA  
12 Period and multiplying the result by each PAGA Employee’s Pay Periods worked during the PAGA  
13 Period.

14 22. I am aware from my review of the information provided by the Settlement  
15 Administrator that the estimated *average* gross Individual Settlement Share is \$4,757.95, the estimated  
16 *highest* gross Individual Settlement Share is \$11,722.79, and the estimated lowest gross Individual  
17 Settlement Share is \$83.14, the estimated average Individual PAGA Payment is \$156.25, the estimated  
18 highest Individual PAGA Payment is \$234.88, and the estimated lowest Individual PAGA Payment is  
19 \$7.34.

20 23. Each Individual Settlement Share will be allocated as twenty percent (20%) wages,  
21 forty percent (40%) interest, and forty percent (40%) penalties. The portion allocated to wages (“Wage  
22 Portion”) will be reported on an IRS Form W-2 and the portions allocated to interest and penalties  
23 (together, “Non-Wage Portion”) will be reported on an IRS Form 1099 (if applicable) by the  
24 Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes  
25 and withholdings with respect to the Wage Portion of the Individual Settlement Shares, and issue  
26 checks to Settlement Class Members for their net payment of their Individual Settlement Share.  
27 Defendant will separately pay any and all employer payroll taxes owed on the Wage Portion of the  
28 Individual Settlement Shares. Each Individual PAGA Payment will be allocated as one hundred

1 percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement  
2 Administrator.

3 24. Each Individual Settlement Payment and Individual PAGA Payment check will be  
4 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are  
5 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be  
6 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division  
7 in the name of the Settlement Class Member and/or PAGA Employee at issue.

8 **Notice to the LWDA**

9 25. On January 27, 2025, Class Counsel submitted a copy of the Settlement Agreement to  
10 the LWDA through its online submission portal in compliance with California Labor Code §  
11 2699(1)(2). The LWDA has not objected or otherwise responded to the submission.

12 **The Settlement Is Fair and Reasonable**

13 ***Discovery and Informed Arms-Length Negotiations***

14 26. The Parties' settlement negotiations were at all times made at arm's-length and were  
15 adversarial. The Settlement was reached following a full day of mediation with a highly respected  
16 mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in  
17 additional negotiations in order to finalize the long-form agreement presently before the Court.

18 27. The Parties engaged in extensive informal discovery prior to reaching a settlement at  
19 the mediation. Prior to mediation, Defendant produced a representative sampling of putative class  
20 members' time and pay data, as well as Defendant's relevant wage and hour policies, and information  
21 regarding the total number of putative class members, the total number of former employees, the total  
22 workweeks worked by the putative class members, the dates worked by the putative class members,  
23 and the average rate of pay for the putative class members and aggrieved employees. This allowed  
24 Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the  
25 claims and the potential class-wide damages.

26 28. Based on the information exchanged, the Parties extensively briefed issues regarding  
27 class certification and liability and provided their analyses to the Mediator who helped the Parties  
28 debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing

1 and prepared to litigate this matter through class certification and trial if the Parties had been unable  
2 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly  
3 capable and experienced counsel. Class Counsel are respected members of the California State Bar  
4 with strong records of vigorous and effective advocacy and are experienced in handling complex wage  
5 and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience  
6 to act intelligently in negotiating the Settlement.

7 29. Although the investigation and information discovered supports Plaintiff's contentions,  
8 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on  
9 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

10 30. Class Counsel is aware of Defendant's defenses and arguments and has also taken into  
11 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays  
12 inherent in such litigation, including those involved in class and/or representative adjudication.  
13 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted  
14 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary  
15 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations  
16 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

17 31. Defendant denied and continues to deny any liability and wrongdoing of any kind  
18 associated with the claims alleged in the Action, and further denies that class certification is  
19 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately  
20 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's  
21 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because  
22 individual issues would predominate should this case go to trial. As with all class actions, these  
23 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk  
24 that the Court may deny class certification.

25 32. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,  
26 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and  
27 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need  
28 to request and analyze thousands of pages of additional documents, obtain the Class Members' contact

1 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of  
2 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit  
3 against a current employer. On the other hand, Defendant would likely be able to obtain the  
4 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,  
5 possible appeals would substantially delay any recovery by the Class.

6 33. Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.  
7 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of  
8 California, and is within the accepted range of recoveries for this type of litigation given the inherent  
9 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further  
10 litigation.

11 ***Attorneys' Fees and Costs***

12 34. Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$750,000)  
13 for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling  
14 Fourteen Thousand One Hundred Thirty-Nine Dollars and Sixty-One Cents (\$14,139.61). The  
15 requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-  
16 consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved  
17 by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed  
18 as follows but is more fully discussed in Plaintiff's Motion for Final Approval of Class Action and  
19 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration  
20 Costs ("Motion for Final Approval") filed concurrently herewith.

21 35. The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter  
22 has translated into tangible monetary benefits for the Settlement Class Members, the State of  
23 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of  
24 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of  
25 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed  
26 result that compares favorably with other similar class action settlements of this type, given the  
27 strengths and weaknesses of the Action; and (3) substantial savings in Class Counsel's fees and/or  
28 costs that would have only increased significantly had the Action progressed through trial and/or

1 appeals.

2       36. In the present case, Class Counsel has borne all of the risks and costs of litigation and  
3 will not receive any compensation until recovery is obtained. Class Counsel had to consider its  
4 workload during this litigation when considering taking on additional work that was available, and  
5 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class  
6 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a  
7 favorable result for the Class, the State of California, and the PAGA Employees. Considering the  
8 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling  
9 similar matters, Plaintiff maintains that the requested attorneys' fees of one-third (1/3) of the Gross  
10 Settlement Amount (i.e., \$750,000) are reasonable and should be awarded.

11       37. Blackstone was started in February 2018, representing plaintiffs in individual and  
12 representative employment litigation. The firm has grown exponentially over the past seven-plus  
13 years, now maintaining over twenty highly pedigreed attorneys working on almost exclusively labor  
14 and employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm  
15 focused on other complex general litigation matters. Blackstone has been counsel of record on several  
16 class and PAGA actions that have since been resolved, the most recent of which are attached hereto  
17 as **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour  
18 matters as follows:

19       a. Jonathan M. Genish is the founder of Blackstone Law, APC. He received his law  
20 degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in  
21 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published  
22 several times in various small publications. Upon graduation, he was rehired by Freedman &  
23 Taitelman, LLP as an associate and remained employed there from September 2008 through August  
24 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases,  
25 ranging from employment, corporate, entertainment, and general business litigation matters, though  
26 his primary area of expertise was employment, both single plaintiff and representative actions. On the  
27 vast majority of those cases, he was the only or primary attorney managing the case and thus obtained  
28 extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor

1 and employment intakes; was the primary contact for all clients; took and defended hundreds (if not  
2 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all  
3 motions and pleadings, including dispositive and certification motions; strategized on all cases;  
4 attended all hearings; attended all mediations; coordinated with class action administrators; prepared  
5 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all  
6 other intricate facets of litigation. During that time, he represented a wide range of clients from sole  
7 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of  
8 the cases he managed were highly publicized, with articles written about them in the Los Angeles  
9 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has  
10 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,150,  
11 which is well within the prevailing rate for attorneys with his experience in this area of practice in  
12 Southern California.

13         b.       Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022  
14 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff  
15 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and  
16 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of  
17 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve  
18 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the  
19 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of  
20 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

21         c.       Alexander K. Spellman is a senior associate attorney who worked on this matter when  
22 he worked at Blackstone. He graduated from University of California at Los Angeles in 2001, with a  
23 Bachelor of Arts degree in American Literature and Culture. He then obtained his Juris Doctorate from  
24 Loyola Law School, graduating in 2006, and was admitted to the California State Bar in July 2007.  
25 He practiced exclusively plaintiff's side labor and employment law from 2016 through 2024. His  
26 hourly rate of \$950 is reasonable based on his education and experience and is in line with the market  
27 rate.

28 ///

d. I joined Blackstone Law, APC from a highly reputable employment law firm, and prior to that, I provided legal advocacy for families and adults with special needs. I graduated from the University of California at Berkeley with a Bachelor of Arts degree in 2001 and from Southwestern University School of Law with a Juris Doctor degree in 2008. I was admitted to the State Bar of California in December of 2008. I am additionally licensed in all federal district courts of California. I have worked on many wage-and-hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. My hourly rate of \$750 is reasonable based on my education and experience and is in line with the market rate.

e. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

f. Alexandra Rose joined Blackstone Law, APC from a highly reputable employment law firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. She is additionally licensed in all federal district courts of California. She has worked on many wage and hour class action and PAGA representative matters, and her work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

g. Jasmine Y. Kianfard recently joined Blackstone Law, APC. She received her Bachelor of Arts degree from California State University, Fullerton in 2015, her Master of Journalism from University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler School of Law in 2021. She was admitted to the State Bar of California in 2023. Her hourly rate of \$550 is reasonable based on her education and experience and is in line with the market rate.

38. Class Counsel has spent approximately 496 total hours litigating this matter. To date, our total fees incurred amount to \$460,100.00. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

| <u>Attorney</u>      | <u>Position</u>                   | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|----------------------|-----------------------------------|--------------|-------------|--------------|
| Jonathan M. Genish   | Managing Partner                  | 49           | \$1,150     | \$56,350.00  |
| Barbara DuVan-Clarke | Senior Trial Attorney & Team Lead | 150          | \$1,050     | \$157,500.00 |

|                       |                           |     |       |              |
|-----------------------|---------------------------|-----|-------|--------------|
| Alexander K. Spellman | Senior Associate Attorney | 170 | \$950 | \$161,500.00 |
| Alexandra Rose        | Senior Associate Attorney | 21  | \$750 | \$15,750.00  |
| P.J. Van Ert          | Associate Attorney        | 45  | \$750 | \$33,750.00  |
| Annabel Blanchard     | Associate Attorney        | 47  | \$750 | \$35,250.00  |
| Jasmine Kianfard      | Associate Attorney        | 14  | \$550 | \$7,700.00   |

39. We expect to spend an additional 10 hours (\$10,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's lodestar fees through closure of this case are estimated to be approximately \$470,600.00.

40. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Class Counsel seeks reimbursement of a total of Fourteen Thousand One Hundred Thirty-Nine Dollars and Sixty-One Cents (\$14,139.61) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

41. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

#### ***Enhancement Payment***

42. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Antonio Quintero. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Quintero submitted herewith details

his work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

***Settlement Administration Costs***

43. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Nine Thousand Dollars (\$9,000.00). Apex Class Action Administration, the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00).

***Allocation to the LDWA***

44. As part of the Settlement, Defendant has agreed to pay One Hundred Thousand Dollars (\$100,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

45. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, \*90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at \*2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at \*14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at \*3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at \*1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,

1 in these approved settlements, the parties generally maximized statutory penalties and minimized  
2 PAGA penalties to focus on claims to the class members, the persons who actually suffered the  
3 California Labor Code violations.

4 *Notice to the Class*

5 46. The Class Notice approved by the Court met the requirements for proper notice of  
6 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement  
7 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed  
8 to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the  
9 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice  
10 described the proposed Settlement with enough specificity to allow each Class Member to make an  
11 informed choice whether to accept and participate in it. It also explained how and when Class  
12 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date  
13 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain  
14 additional information about the Settlement.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing  
16 is true and correct. Executed on July 29, 2025, at Beverly Hills, California.

17 *A. Blanchard*

18 \_\_\_\_\_  
19 Annabel Blanchard  
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## **EXHIBIT 1**

**AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Antonio Quintero (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Weyerhaeuser NR Company (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”) pursuant to Paragraph 52 of the Joint Stipulation of Class Action and PAGA Settlement entered into on or around September 24, 2024. The Parties agree to supplant the Joint Stipulation of Class Action and PAGA Settlement with this Amended Joint Stipulation of Class Action and PAGA Settlement.

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

**RECITALS**

1. On February 6, 2023, Samuel Sanchez (“Sanchez”) filed a Class Action Complaint for Damages (“Class Action Complaint”) in the action entitled *Samuel Sanchez v. Weyerhaeuser NR Company*, Los Angeles County Superior Court Case No. 23STCV02624 (“Action”), thereby commencing a putative class action against Defendant. The Class Action Complaint alleged ten (10) causes of action for violations of the California Labor Code for failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations. On January 16, 2025, the Parties stipulated to dismiss Sanchez from the Class Action Complaint as a plaintiff and class representative.

2. On April 5, 2023, Defendant removed the Action to the United States District Court for

1 the Central District of California (U.S. District Court Case No. 2:23-cv-02574-FMO-PD).

2 3. On April 11, 2024, Plaintiff Antonio Quintero (“Plaintiff Quintero”) provided written  
3 notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to  
4 Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific  
5 provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

6 4. On May 10, 2024, the Action was remanded from the Federal District Court to the  
7 Superior Court of the State of California, County of Los Angeles.

8 5. On June 26, 2024, Plaintiff filed a First Amended Class Action Complaint for  
9 Damages and for Enforcement Under the Private Attorneys General Act, Cal Lab. Code §§ 2698, Et  
10 Seq. (“Operative Complaint”) in the Action, thereby adding Plaintiff Quintero to the Action and  
11 adding a claim for civil penalties under the Private Attorneys General Act of 2004 pursuant to the  
12 California Labor Code §§ 2698, et seq. (“PAGA”), based on the Labor Code violations alleged in the  
13 Class Action Complaint.

14 6. Defendant denies all materials allegations set forth in the Action and has asserted  
15 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
16 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and  
17 Released PAGA Claims (as defined herein).

18 7. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
19 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
20 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
21 The Parties have engaged in sufficient informal discovery and investigation to assess the relative  
22 merits of the claims and contentions of the Parties.

23 8. On October 5, 2023, the Parties participated in mediation with Philip K. Cha (the  
24 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the  
25 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’  
26 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed  
27 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks  
28 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class

Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

9. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

### **DEFINITIONS**

10. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as provided in Paragraph 13.

b. “Class” or “Class Member(s)” means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L. GruppChang, and P.J. Van Ert of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class Period; (5) Workweeks worked for Defendant during the Class Period; (6) Pay Periods worked for Defendant during the PAGA Period (if

1 applicable); and (7) such other information as is necessary for the Settlement Administrator to  
2 calculate Workweeks and Pay Periods.

3 e. “Class Notice” means the Notice of Class Action Settlement, substantially in  
4 the form attached hereto as “**Exhibit A**.”

5 f. “Class Period” means the period from February 6, 2019, through June 17, 2024.

6 g. “Class Settlement” means the settlement and resolution of all Released Class  
7 Claims.

8 h. “Court” means the Superior Court of the State of California for the County of  
9 Los Angeles.

10 i. “Defendant’s Counsel” means Eugene Ryu, Gabriel Huey, Jessica Kang and  
11 Sabrina Fani of K&L Gates LLP.

12 j. “Effective Date” means the date when all of the following events have occurred:  
13 (i) the long-form Class and PAGA Settlement has been executed by Plaintiff, Defendant, Class  
14 Counsel and Defendant’s Counsel; (ii) the Court has given preliminary approval to the Settlement;  
15 (iii) the Class Notice has been sent to the Class Members, providing them the opportunity to object to  
16 the Class Settlement, and the opportunity to opt out of the Class Settlement; (iv) the Court has held a  
17 formal fairness hearing and entered the Court’s Final Order and Judgment approving both the Class  
18 and PAGA Settlement; (v) Defendant has received, through its counsel, all appropriate tax  
19 documentation (Form W-4 and/or W-9, as appropriate) from the individual, entity and/or entities  
20 receiving the Gross Settlement Amount; and (vi) the later of the following events: (A) when the period  
21 for filing any appeal, writ, intervention, or other appellate proceeding opposing the Settlement has  
22 elapsed without any appeal, writ, intervention or other appellate proceeding having been filed; (B)  
23 when any appeal, writ, intervention or other appellate proceeding opposing the Settlement has been  
24 dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any  
25 appeal, writ or other appellate proceeding has upheld the Court’s Final Order and Judgment with no  
26 right to pursue further remedies or relief.

27 k. “Employer Taxes” means the employer’s share of taxes and contributions in  
28 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant

1 in addition to the Gross Settlement Amount.

2 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in  
3 recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA  
4 Employees, and general release of claims, as set forth in Paragraph 14.

5 m. “Final Approval” means the determination by the Court that the Settlement is  
6 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

7 n. “Final Approval Hearing” means the hearing at which the Court will consider  
8 and determine whether the Settlement should be granted Final Approval.

9 o. “Final Approval Order and Judgment” means the order granting final approval  
10 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
11 Parties, and subject to approval by the Court.

12 p. “Gross Settlement Amount” means the amount of Two Million Two Hundred  
13 Fifty Thousand Dollars (\$2,250,000) to be paid by Defendant in full satisfaction of the Action,  
14 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,  
15 Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement  
16 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes  
17 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-  
18 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross  
19 Settlement Amount is subject to increase, as provided in Paragraph 17.

20 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
21 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
22 calculated in accordance with Paragraph 19.

23 r. “Individual Settlement Payment” means the net payment of each Settlement  
24 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
25 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
26 Paragraph 20.

27 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
28 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated

1 in accordance with Paragraph 18.

2 t. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars  
3 (\$75,000), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the  
4 PAGA Settlement, as set forth in Paragraph 15.

5 u. “Net Settlement Amount” means the portion of the Gross Settlement Amount  
6 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
7 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and  
8 Settlement Administration Costs.

9 v. “Notice of Objection” means a Settlement Class Member’s written objection to  
10 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the  
11 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s  
12 Social Security number; (c) contain a written statement of all grounds for the objection accompanied  
13 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents  
14 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the  
15 specified address, postmarked on or before the Response Deadline.

16 w. “PAGA Amount” means the allocation of One Hundred Thousand Dollars  
17 (\$100,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)  
18 of the PAGA Amount, or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and the  
19 remaining twenty-five percent (25%), or \$25,000, will be distributed to the PAGA Employees (i.e.,  
20 the PAGA Employee Amount).

21 x. “PAGA Employees” means all current and former hourly-paid or non-exempt  
22 employees who worked for Defendant within the State of California at any time during the PAGA  
23 Period.

24 y. “PAGA Employee Amount” means the amount of Twenty-Five Thousand  
25 Dollars (\$25,000), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro*  
26 *rata* basis based on their Pay Periods.

27 z. “PAGA Period” means the period from April 11, 2023 through June 17, 2024.

28 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA

1 Claims.

2 bb. “Pay Periods” means the number of pay periods each PAGA Employee worked  
3 for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, as  
4 provided in the Class List, to be calculated by Defendant in the same manner that Pay Periods were  
5 calculated by Defendant for purposes of mediation.

6 cc. “Preliminary Approval” means the date on which the Court enters the  
7 Preliminary Approval Order.

8 dd. “Preliminary Approval Order” means the order granting preliminary approval  
9 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
10 the Court.

11 ee. “Released Class Claims” means: (a) The Claims set forth in the Class Action  
12 Complaint, specifically: (1) unpaid minimum wages (Lab. Code §§ 1194, 1197, 1197.1), (2) unpaid  
13 overtime wages (Lab. Code §§ 510, 1194, 1198), (3) unpaid meal period premiums (Lab. Code §§  
14 226.7, 512(a)), (4) unpaid rest period premiums (Lab. Code § 226.7), (5) wages not timely paid during  
15 employment (Lab. Code §§ 204, 210), (6) failure to provide accurate wage statements (Lab. Code §  
16 226(a)), (7) final wages not timely paid (Lab. Code §§ 201, 202, 203, 204), (8) failure to reimburse  
17 necessary business expenses (Lab. Code §§ 2800, 2802), and (9) violation of California Business and  
18 Professions Code sections 17200, *et seq.* predicated on the same or similar facts and/or claims alleged  
19 in the Class Action Complaint, as well as any claims, debts, liabilities, demands, obligations,  
20 guarantees or causes of action that could have been pled which relate to such claims or arise from the  
21 same or similar facts concerning Plaintiff or the putative class, including any claims for unpaid wages  
22 (including minimum, regular and overtime wages), failure to timely pay wages upon separation or  
23 termination from employment, non-compliant meal periods, non-compliant rest periods, noncompliant  
24 wage statements, reimbursement for business expenses, and claims for interest, penalties (including  
25 but not limited to waiting time penalties), premiums, attorneys’ fees, damages or costs in connection  
26 therewith, as well as any claims under the California Labor Code and California Industrial Welfare  
27 Commission Wage Orders that were alleged or which could have been alleged under the same or  
28 similar facts, allegations and/or claims pleaded in the Class Action Complaint; and (b) Claims under

1 the Fair Labor Standards Act (“FLSA”), which were alleged or could have been alleged under the  
2 same or similar facts, allegations and/or claims pleaded in the Class Action Complaint. In addition, to  
3 the extent required by law, the cashing of the settlement check by the Settlement Class Member shall  
4 be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under  
5 the FLSA that could have been alleged under the same or similar facts, allegations and/or claims  
6 pleaded in the Class Action Complaint. The Settlement Administrator shall include a legend on the  
7 settlement check stating, “By cashing this check, I am opting into the release of FLSA Claims  
8 described in the Class and PAGA Settlement Agreement in the settlement of *Samuel Sanchez v.*  
9 *Weyerhaeuser NR Company*, (Los Angeles Superior Court Case No. 23STCV02624), under FLSA, 29  
10 U.S.C. § 216(b).”

11 ff. “Released PAGA Claims” means the claims for civil penalties pursuant to  
12 PAGA for labor code violations set forth in the Operative Complaint and the PAGA Notice sent to the  
13 LWDA by Plaintiff Quintero, including specifically claims for penalties due to: (1) unpaid minimum  
14 wages (Lab. Code §§ 1194, 1197, 1197.1), (2) unpaid overtime wages (Lab. Code §§ 510, 1194, 1198),  
15 (3) unpaid meal period premiums (Lab. Code §§ 226.7, 512(a)), (4) unpaid rest period premiums (Lab.  
16 Code § 226.7), (5) wages not timely paid during employment (Lab. Code §§ 204, 210), (6) failure to  
17 provide accurate wage statements (Lab. Code § 226(a)), (7) final wages not timely paid (Lab. Code  
18 §§ 201, 202, 203, 204), and (8) failure to reimburse necessary business expenses (Lab. Code §§ 2800,  
19 2802), as well as any claims, debts, liabilities, demands, obligations, guarantees or causes of action  
20 that could have been pled which relate to such claims or arise from the same or similar facts concerning  
21 the Plaintiff, the putative PAGA Employees, and the State of California as well as any claims under  
22 the California Labor Code and California Industrial Welfare Commission Wage Orders that were  
23 alleged or which could have been alleged under the same or similar facts, allegations and/or claims  
24 pleaded in the Operative Complaint.

25 gg. “Released Parties” means Defendant and any of its past, present and future  
26 direct or indirect parents, subsidiaries, predecessors, successors and affiliates as well as each of its or  
27 their past, present and future officers, directors, employees, partners, members, shareholders and  
28 agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with

1 Defendant.

2 hh. "Request for Exclusion" means a letter submitted by a Class Member indicating  
3 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
4 of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and  
5 last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class  
6 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
7 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

8 ii. "Response Deadline" means the deadline by which Class Members must submit  
9 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five  
10 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to  
11 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response  
12 Deadline will be extended to the next day on which the United States Postal service is open. The  
13 Response Deadline may also be extended by express agreement between Class Counsel and  
14 Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
15 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original  
16 Response Deadline.

17 jj. "Settlement Administrator" means Apex Class Action Administration, or any  
18 other third-party class action settlement administrator agreed to by the Parties and approved by the  
19 Court for purposes of administering the Settlement. The Parties and their counsel each represent that  
20 they do not have any financial interest in the Settlement Administrator or otherwise have a relationship  
21 with the Settlement Administrator that could create a conflict of interest.

22 kk. "Settlement Administration Costs" means the costs payable from the Gross  
23 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
24 Paragraph 16.

25 ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members  
26 who do not submit a timely and valid Request for Exclusion.

27 mm. "Workweeks" means the number of weeks each Class Member worked for  
28 Defendant as an hourly-paid or non-exempt employee in California during the Class Period, as

provided in the Class List to be calculated by Defendant in the same manner that workweeks were calculated by Defendant for purposes of mediation.

nn. “Dispute” means a letter submitted by a Class Member/PAGA Employee disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member/PAGA Employee’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member/PAGA Employee’s Social Security number; (c) clearly state that the Class Member/PAGA Employee disputes the number of Workweeks and/or Pay Periods credited to them and what the Class Member/PAGA Employee contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

#### **CLASS CERTIFICATION**

11. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

12. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

#### **TERMS OF THE AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

13. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to forty percent (40%) of the Gross Settlement Amount (i.e., \$900,000 if the Gross Settlement Amount is \$2,250,000) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Action, in an amount not to exceed Forty Thousand Dollars (\$40,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all

costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. Enhancement Payment. Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars (\$5,000). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

16. Settlement Administration Costs. The Settlement Administrator will be paid for the

1 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
2 which is currently estimated not to exceed Nine Thousand Dollars (\$9,000). These costs, which will  
3 be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, printing,  
4 distributing, and tracking Class Notices and other documents for the Settlement, calculating and  
5 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required  
6 tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and  
7 other duties and responsibilities set forth herein to process the Settlement, and as requested by the  
8 Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated  
9 amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject  
10 to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement  
11 Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator  
12 to undertake the required settlement administration duties shall be reallocated to the Net Settlement  
13 Amount for the benefit of the Settlement Class Members.

14 17. Escalator Clause. Defendant has represented that the Class Members worked a total of  
15 30,503 Workweeks during the period from February 6, 2019 through October 5, 2023. If it is  
16 determined by the Settlement Administrator that the total number of Workweeks worked by the Class  
17 Members during the Class Period actually exceeds 30,503 by more than 15% (i.e., is more than 35,078  
18 Workweeks), then the Defendant will have sole discretion to either: (a) increase the Gross Settlement  
19 Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by  
20 the Class Members above 35,078; or (b) terminate the Class Period and class release period on the  
21 date the number of Workweeks is equal to or less than 35,078.

22 18. Individual Settlement Share Calculations. Individual Settlement Shares will be  
23 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
24 Workweeks, as follows:

25 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
26 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek  
27 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value  
28 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be

entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and forty percent (40%) penalties, and forty percent (40%) interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

1           22.   Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not  
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
4 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
5 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement  
6 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class  
7 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties  
8 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class  
9 Members, and PAGA Employees should consult with their tax advisors concerning the tax  
10 consequences of any payment they receive under the Settlement.

11           23.   Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
12 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY  
13 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
14 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
15 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS  
17 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
18 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
19 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
20 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
21 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
22 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
23 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
24 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
25 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
26 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
27 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
28 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION

1 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S  
2 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
3 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
4 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
5 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

6 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
7 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
8 are issued to the payee. It is expressly understood and agreed that payments made under this  
9 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee  
10 to additional compensation or benefits under any new or additional compensation or benefits, or any  
11 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,  
12 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased  
13 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding  
14 any contrary language or agreement in any benefit or compensation plan document that might have  
15 been in effect during the Class Period).

16 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.  
17 Plaintiff will obtain a hearing date from the Court for Plaintiff’s motion for preliminary approval of  
18 the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, with reasonable  
19 input from Defendant, and submit this Settlement Agreement to the Court in support of said motion.  
20 Class Counsel will provide Defendant’s Counsel a draft of the preliminary approval motion within  
21 five court days before filing it with the Court. Defendant will be permitted to provide reasonably  
22 necessary comments to Plaintiff within two court days of the filing deadline. Defendant agrees not to  
23 oppose the motion for preliminary approval of the Settlement consistent with this Settlement  
24 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval  
25 Order seeking the following:

- 26 a. Conditionally certifying the Class for settlement purposes only;
- 27 b. Granting Preliminary Approval of the Settlement;
- 28 c. Preliminarily appointing Plaintiff as the representative of the Class;

- 1 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 2 e. Approving as to form and content, the mutually-agreed upon and proposed
- 3 Class Notice and directing its mailing by First Class U.S. Mail;
- 4 f. Approving the manner and method for Class Members to request exclusion
- 5 from or object to the Class Settlement as contained herein and within the Class Notice;
- 6 g. Scheduling a Final Approval Hearing at which the Court will determine whether
- 7 Final Approval of the Settlement should be granted.

8 26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),

9 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary

10 approval of the Settlement.

11 27. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,

12 Defendant will provide the Class List to the Settlement Administrator.

13 28. Notice by First-Class U.S. Mail.

14 a. Within seven (7) calendar days after receiving the Class List from Defendant,

15 the Settlement Administrator will perform a search based on the National Change of Address Database

16 or any other similar services available, such as provided by Experian, for information to update and

17 correct for any known or identifiable address changes, and will mail a Class Notice (in the form

18 attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,

19 using the most current, known mailing addresses identified by the Settlement Administrator.

20 b. Any Class Notice returned to the Settlement Administrator as undeliverable on

21 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding

22 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on

23 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly

24 attempt to determine the correct address using a skip-trace or other search, using the name, address,

25 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)

26 calendar days.

27 c. Compliance with the procedures described herein above shall constitute due and

28 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.

1 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
2 provide notice of the Settlement.

3  
4 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA  
5 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which  
6 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and  
7 valid Dispute to the Settlement Administrator, by mail, postmarked on or before the Response  
8 Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to  
9 determine whether a Dispute has been timely submitted. Absent evidence rebutting the accuracy of  
10 Defendant's records and data as they pertain to the number of Workweeks and/or Pay Periods to be  
11 credited to a disputing Class Member/PAGA Employee, Defendant's records will be presumed to be  
12 correct and determinative of the dispute. However, if a Class Member/PAGA Employee produces  
13 information and/or documents to the contrary, the Settlement Administrator will evaluate the materials  
14 submitted by the Class Member/PAGA Employee and the Settlement Administrator will resolve and  
15 determine the number of eligible Workweeks and/or Pay Periods that the disputing Class  
16 Member/PAGA Employee should be credited with under the Settlement. The Settlement  
17 Administrator's decision on such disputes will be final and non-appealable.

18 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
19 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
20 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
21 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
22 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
23 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
24 submitted, and also identify the individuals who have submitted a timely and valid Request for  
25 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
26 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
27 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
28 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who

1 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
2 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
3 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
4 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
5 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
6 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to  
7 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they  
8 submit a Request for Exclusion.

9       31.     Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
10 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
11 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
12 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
13 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
14 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
15 and complete and which were not), and also attach them to a declaration that is to be filed with the  
16 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
17 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or  
18 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or  
19 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of  
20 whether they have submitted a Notice of Objection.

21       32.     Reports by the Settlement Administrator. The Settlement Administrator shall provide  
22 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
23 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of  
24 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class  
25 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will  
26 provide to counsel for the Parties any updated reports regarding the administration of the Settlement  
27 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
28 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a

1 Workweeks Dispute.

2 33. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members  
3 submit timely and valid Requests for Exclusion, Defendant will have the sole and absolute discretion  
4 to rescind the Settlement Agreement. Defendant must exercise this right of rescission in a writing that  
5 is provided to Class Counsel within twenty (20) calendar days of the Settlement Administrator  
6 notifying the Parties of the number of Class Members who have submitted timely and valid Requests  
7 for Exclusion following the Response Deadline. Prior to exercising its right to rescind the Settlement  
8 Agreement, Defendant will meet and confer with Class Counsel in good faith. In the event that  
9 Defendant elects to rescind the Settlement Agreement, Defendant shall provide written notice of such  
10 rescission to Class Counsel. Such rescission shall have the same effect as a termination of the  
11 Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement  
12 shall become null and void and have no further force or effect. If Defendant exercises this option,  
13 Defendant shall pay any costs of settlement administration owed to the Settlement Administrator  
14 reasonably incurred up to that date.

15 34. Certification of Completion. Upon completion of administration of the Settlement, the  
16 Settlement Administrator will provide a written declaration under oath to certify such completion to  
17 the Court and counsel for all Parties.

18 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
19 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
20 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
21 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
22 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final  
23 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.  
24 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
25 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion at  
26 least five court days before filing it with the Court. Defendant will provide comments to the same no  
27 less than two court days before the date for filing with the Court. By way of said motion, Plaintiff will  
28 apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial

part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Funding of the Gross Settlement Amount. No later than ten (10) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than ten (10) business days after the Effective Date.

37. Distribution of the Gross Settlement Amount. Within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities.

38. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA

1 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
2 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
3 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
4 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
5 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
6 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
7 of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA  
8 Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil  
9 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class  
10 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required  
11 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or  
12 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that  
13 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA  
14 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are  
15 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose  
16 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA  
17 Settlement.

18 39. Class Settlement Release. Upon the full funding of the Gross Settlement Amount,  
19 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,  
20 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

21 40. PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,  
22 Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will  
23 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and  
24 discharged the Released Parties of all Released PAGA Claims.

25 41. Plaintiff's Released Claims. Upon the Effective Date and full funding of the Gross  
26 Settlement Amount, Plaintiff, individually and on each of his own behalf, will be deemed to have fully,  
27 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties  
28 from any and all claims whatsoever regarding Plaintiff's employment and/or the termination of

1 employment including, but not limited to, any claims for wages, bonuses, severance pay, expense  
2 reimbursements, vacation pay, penalties, employment benefits, stock options, violation of any  
3 personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of  
4 public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts,  
5 express or implied, any covenant of good faith and fair dealing, any theory of negligence, any theory  
6 of retaliation, any legal restriction on an Defendant's right to terminate the employment relationship,  
7 or any federal, state, or other governmental statute, executive order, regulation or ordinance, or  
8 common law, or any other basis whatsoever, to the fullest extent provided by law ("Plaintiff's Released  
9 Claims"). Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly  
10 waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of  
11 Section 1542 of the California Civil Code, or any other similar provision under federal or state law  
12 that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the  
13 Civil Code of the State of California, which provides as follows:

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

19 Plaintiff understands that Section 1542 gives the right not to release existing claims of which  
20 they are not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so  
21 apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elect to  
22 assume all risks for claims that now exist in their favor, known or unknown. The release of the claims  
23 of Plaintiff as set forth in this Paragraph and above is a condition precedent to enforcement of this  
24 Settlement Agreement.

25 42. Disclosure of Settlement. Plaintiff, as well as Class Counsel, will not make any public  
26 disclosure of the Settlement until after the filing of the motion for preliminary approval of the  
27 Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Class  
28 Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to

1 adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is  
2 preliminarily approved by the Court. Thereafter, Class Counsel and named Plaintiff agrees not to  
3 publicize the terms of this Settlement in any newspaper, journal, or magazine. However, Class Counsel  
4 will be permitted to publish accurate information about its involvement in facilitating this settlement,  
5 without mention of Defendant's name, along the lines of "negotiated wage and hour settlement on  
6 behalf of non-exempt employees."

7 43. Final Approval Order and Judgment. The Parties shall provide the Settlement  
8 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
9 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
10 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
11 Class will be required.

12 44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the  
13 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
14 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
15 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
16 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
17 Settlement Agreement.

18 45. Effects of Termination or Rescission of Settlement. Termination or rescission of the  
19 Settlement Agreement shall have the following effects:

20 a. The Settlement Agreement shall be void and shall have no force or effect, and  
21 no Party shall be bound by any of its terms;

22 b. In the event the Settlement Agreement is terminated, Defendant shall have no  
23 obligation to make any payments to any Party, Class Member, PAGA Employee or attorney, except  
24 that the terminating Party shall pay the Settlement Administrator for services rendered up to the date  
25 the Settlement Administrator is notified that the Settlement has been terminated;

26 c. The Preliminary Approval Order, Final Approval Order and Judgment,  
27 including any order certifying the Class, shall be vacated;

28 d. The Settlement Agreement and all negotiations, statements, and proceedings

1 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
2 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

3 e. Neither this Settlement Agreement, nor any ancillary documents, actions,  
4 statements, or filings in furtherance of the Settlement (including all matters associated with the  
5 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
6 purpose whatsoever; and

7 f. Any documents generated to bring the Settlement into effect, will be null and  
8 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
9 likewise be treated as void from the beginning.

10 46. If the Court declines to approve the Settlement or the Effective Date otherwise fails to occur,  
11 the entire Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All  
12 negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence  
13 Code §1152 and shall be without prejudice to the rights of any of the Parties. Uncashed checks shall be  
14 distributed as set forth in California Code of Civil Procedure Section 384, as amended.

15 47. FLSA Representation. Defendant represents and warrants that, at the time of execution of this  
16 Settlement Agreement, there are no other FLSA cases pending against Defendant which would be extinguished  
17 in part or in full by an FLSA release. Defendant reserves all rights with respect to defense against an FLSA  
18 claim, including but not limited to removal, if the Settlement is ultimately not approved.

19 48. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
20 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
21 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
22 of action or right herein released and discharged.

23 49. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set  
24 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.  
25 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

26 50. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
27 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
28 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or

1 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
2 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
3 which provide that a written agreement is to be construed according to its terms and may not be varied  
4 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
5 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

6 51. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings,  
7 including discovery, in the Action (including with respect to California Code of Civil Procedure §  
8 583.310), except such proceedings necessary to implement and complete this Settlement Agreement,  
9 pending the Final Approval Hearing to be conducted by the Court.

10 52. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
11 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
12 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
13 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
14 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
15 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
16 constitute a waiver of any other provision.

17 53. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
18 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
19 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
20 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
21 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
22 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
23 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
24 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
25 confidentiality provisions that otherwise might apply under state or federal law.

26 54. Signatories. It is agreed that because the members of the Class are so numerous, it is  
27 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
28 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have

1 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
2 Member and PAGA Employee.

3 55. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
4 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 56. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
6 hereto will be governed by and interpreted according to the laws of the State of California.

7 57. Execution and Counterparts. This Settlement Agreement is subject only to the  
8 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
9 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
10 copies of the signature page, will be deemed to be one and the same instrument.

11 58. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
12 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
13 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
14 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
15 represented by competent counsel and that they have had an opportunity to consult with their counsel  
16 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
17 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
18 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
19 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable. The  
20 Mediator's compliance with any such request by the Court shall not be deemed a waiver of settlement  
21 or mediation privilege.

22 59. Invalidity of Any Provision. Before declaring any provision of this Settlement  
23 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
24 possible consistent with applicable precedents so as to define all provisions of this Settlement  
25 Agreement valid and enforceable.

26 60. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
27 signing this Settlement Agreement, is hereby bound by the terms herein and agree to fully cooperate  
28 to implement the Settlement.

1           61.   Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
2 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
3 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
4 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
5 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
6 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
7 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
9 construed as an admission or concession by Defendant of any such violations or failures to comply  
10 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
11 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received  
12 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
13 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
14 federal, state, local or other applicable law.

15           62.   Captions. The captions and paragraph numbers in this Settlement Agreement are  
16 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or  
17 intent of the provisions of this Settlement Agreement.

18           63.   Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be  
20 construed more strictly against one Party than another merely by virtue of the fact that it may have  
21 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length  
22 negotiations between the Parties, all Parties have contributed equally to the preparation of this  
23 Settlement Agreement.

24           64.   Representation By Counsel. The Parties acknowledge that they have been represented  
25 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
26 that this Settlement Agreement has been executed with the consent and advice of counsel, and  
27 reviewed in full.

28           65.   All Terms Subject to Final Court Approval. All amounts and procedures described in

1 this Settlement Agreement herein will be subject to final Court approval.

2  
3 66. Notices. All notices, demands, and other communications to be provided concerning  
4 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third  
5 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed  
6 as follows:

7 To Plaintiff and Class Counsel:

8 Jonathan M. Genish  
9 jgenish@blackstonepc.com  
10 Barbara DuVan-Clarke  
11 BDC@blackstonepc.com  
12 Alexander K. Spellman  
13 aspellman@blackstonepc.com

14 P.J. Van Ert

15 pjvanert@blackstonepc.com

16 **BLACKSTONE LAW, APC**

17 8383 Wilshire Boulevard, Suite 745

18 Beverly Hills, California 90211

19 Tel: (310) 622-4278 / Fax: (855) 786-6356

20 To Defendant and Defendant's Counsel:

21 Eugene C. Ryu

22 Gene.Ryu@klgates.com

23 Jessica S. Kang

24 Jess.Kang@klgates.com

25 Gabriel M. Huey

26 Gabriel.Huey@klgates.com

27 Sabrina Fani

28 Sabrina.Fani@klgates.com

**K&L GATES LLP**

10100 Santa Monica Boulevard, Eighth Floor

Los Angeles, California 90067

Tel: (310) 552-5000 / Fax: (310) 552-5001

23 67. Cooperation and Execution of Necessary Documents. All Parties and their counsel will  
24 cooperate with each other in good faith and use their best efforts to implement the Settlement,  
25 including and not limited to, executing all documents to the extent reasonably necessary to effectuate  
26 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or  
27 content of any document needed to implement the Settlement Agreement, or on any supplemental  
28 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties

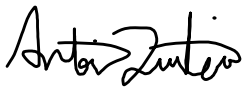
1 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

2 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
3 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

4 **IT IS SO AGREED.**

5 **PLAINTIFF ANTONIO QUINTERO**

6  
7 Dated: 01/24/2025

8   
9 Antonio Quintero

10 **DEFENDANT WEYERHAEUSER NR**  
11 **COMPANY**

12 Dated: \_\_\_\_\_

13 Full Name: \_\_\_\_\_

14 Title: \_\_\_\_\_

15 On behalf of Weyerhaeuser NR Company

16 **APPROVED AS TO FORM ONLY:**

17 **BLACKSTONE LAW, APC**

18 Dated: 01/24/2025

19   
20 Jonathan M. Genish  
21 Barbara DuVan-Clarke  
22 *Attorneys for* Plaintiff Antonio Quintero,  
23 and Proposed Class Counsel

24 **K&L GATES LLP**

25 Dated: \_\_\_\_\_

26 Eugene C. Ryu  
27 Gabriel M. Huey  
28 *Attorneys for* Defendant Weyerhaeuser NR  
Company

1 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

2 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
3 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

4 **IT IS SO AGREED.**

5 **PLAINTIFF ANTONIO QUINTERO**

6  
7 Dated: \_\_\_\_\_

\_\_\_\_\_  
Antonio Quintero

8  
9 **DEFENDANT WEYERHAEUSER NR  
COMPANY**

10 Dated: 1/24/2025  
11 \_\_\_\_\_

Signed by:



912752FAF10E42E...

Kristy Harlan

Full Name: \_\_\_\_\_

Title: Senior VP, General Counsel and Corporate Secretary

On behalf of Weyerhaeuser NR Company

14 **APPROVED AS TO FORM ONLY:**

15 **BLACKSTONE LAW, APC**

16  
17 Dated: \_\_\_\_\_

\_\_\_\_\_  
Jonathan M. Genish  
Barbara DuVan-Clarke  
*Attorneys for* Plaintiff Antonio Quintero,  
and Proposed Class Counsel

21 **K&L GATES LLP**

22  
23 Dated: 01/24/2025  
24 \_\_\_\_\_

  
\_\_\_\_\_  
Eugene C. Ryu  
Gabriel M. Huey  
*Attorneys for* Defendant Weyerhaeuser NR  
Company

## **EXHIBIT 2**

Jonathan M. Genish (State Bar No. 259031)  
Barbara DuVan-Clarke (State Bar No. 259268)  
BDC@blackstonepc.com  
Alexander K. Spellman (State Bar No. 250398)  
aspellman@blackstonepc.com  
P.J. Van Ert (State Bar No. 234858)  
pjvanert@blackstonepc.com  
Annabel Blanchard (State Bar No. 258135)  
ablanchard@blackstonepc.com  
**BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs Samuel Sanchez and Antonio Quintero

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

SAMUEL SANCHEZ, individually, and on  
behalf of other similarly situated employees,  
and ANTONIO QUINTERO, individually and  
on behalf of other similarly situated employees  
and all other aggrieved employees pursuant to  
the California Private Attorneys General Act;

Plaintiffs,

vs.

WEYERHAEUSER NR COMPANY, and  
DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV02624

Honorable Carolyn B. Kuhl  
Spring Street Department 12

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

|             |                   |
|-------------|-------------------|
| Date:       | December 17, 2024 |
| Time:       | 10:30 a.m.        |
| Dept.:      | 12                |
| Complaint:  | February 26, 2023 |
| FAC:        | June 26, 2024     |
| Trial Date: | None Set          |

**FILED**  
Superior Court of California  
County of Los Angeles  
01/27/2025  
David W. Saylor, Executive Officer / Clerk of Court  
By: L. McGrené Deputy

**[PROPOSED] ORDER**

On December 17, 2024, at 10:30 a.m. in Department 12 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Samuel Sanchez' and Antonio Quintero's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Carolyn B. Kuhl. Blackstone Law, APC appeared on behalf of Plaintiffs and K&L Gates appeared on behalf of Defendant Weyerhaeuser NR Company ("Defendant").

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

**IT IS HEREBY ORDERED THAT:**

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") <sup>attached to the Further Supplemental Declaration of Annabel Blanchard filed Jan. 24, 2025.</sup> ~~attached as Exhibit 2 to the Declaration of Jonathan M. Gemsh in Support of Plaintiffs' 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 Attorneys' Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

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

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

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

All current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

(The Class Period is defined as the period from February 6, 2019 through June 17, 2024)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Alexander K. Spellman, and P.J. Van Ert of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Samuel Sanchez and Antonio Quintero as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Apex Class Action Administration to handle the administration of the Settlement ("Settlement Administrator").

///

1           10.     Within fourteen (14) calendar days after entry of this Order, Defendant will provide the  
2 Settlement Administrator with the following information about each Class Member: full name, last  
3 known mailing address, Social Security number, dates worked for Defendant during the Class Period,  
4 Workweeks worked for Defendant during the Class Period, Pay Periods worked for Defendant during  
5 the PAGA Period, and such other information as is necessary for the Settlement Administrator to  
6 calculate Workweeks and Pay Periods (if applicable) (collectively referred to as the “Class List”) in  
7 conformity with the Settlement Agreement.

8           11.     The Court approves, both as to form and content, the Notice of Class Action Settlement  
9 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members  
10 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
11 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
12 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
13 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by  
14 submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to  
15 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.  
16 The Court further finds that distribution of the Class Notice substantially in the manner and form set  
17 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement  
18 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient  
19 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail  
20 the Class Notice in English by First-Class U.S. Mail to all Class Members within seven (7) calendar  
21 days of receipt of the Class List, 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 Settlement Administrator, by mail,  
26 postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the  
27 Class Notice by the Settlement Administrator to Class Members (“Response Deadline”), or, in the  
28 case of a re-mailed Class Notice, the Response Deadline shall be extended fifteen (15) calendar days

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

9 13. A Final Approval Hearing shall be held before this Court on  
10 July 22, 2025 at 10:30 am at \_\_\_\_\_ a.m./p.m. in Department 12 of the Los Angeles  
11 County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles,  
12 California 90012, to determine all necessary matters concerning the Settlement, including: whether  
13 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,  
14 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as  
15 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the  
16 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA  
17 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,  
18 Enhancement Payments, Settlement Administration Costs, and allocation for the PAGA Amount.

19 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
20 Fees and Costs, Enhancement Payments, and Settlement Administration Costs, along with the  
21 appropriate declarations and supporting evidence, including the Settlement Administrator's  
22 declaration, by 16 court days prior to the \_\_\_\_\_, ~~to be heard at the~~ Final Approval Hearing.

23 15. To object to the Class Settlement, a Settlement Class Member must submit a Notice of  
24 Objection in conformity with the requirements set forth in the Class Notice, to the Settlement  
25 Administrator, by mail, postmarked on or before the Response Deadline. Settlement Class Members,  
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
27 regardless of whether they have submitted a Notice of Objection.

28 ///

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

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

11           **IT IS SO ORDERED.**

12           01/27/2025

Dated: \_\_\_\_\_



Carolyn B. Kuhl / Judge

The Honorable Carolyn B. Kuhl  
Judge of the Superior Court

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# EXHIBIT 1

1  
2 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

3 *Sanchez, et al. v. Weyerhaeuser NR Company*

4 Superior Court of California for the County of Los Angeles, Case No. 23STCV02624

5 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

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

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

9  
10 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiffs Samuel Sanchez and Antonio Quintero ("Plaintiffs") and Defendant Weyerhaeuser NR Company ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Samuel Sanchez, et al. v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

13 **I. IMPORTANT DEFINITIONS**

14 "Class" or "Class Member" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

15 "Class Period" means the period from February 6, 2019 through June 17, 2024.

16 "Class Settlement" means the settlement and resolution of all Released Class Claims.

17 "PAGA Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

18 "PAGA Period" the period from April 11, 2023 through June 17, 2024.

19 "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

20  
21 **II. BACKGROUND OF THE ACTION**

22 On February 6, 2023, Plaintiff Samuel Sanchez ("Plaintiff Sanchez") commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 23STCV02624. On April 11, 2024, Plaintiff Antonio Quintero ("Plaintiff Quintero") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiffs contend were violated ("PAGA Letter"). On June 26, 2024, Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

27 Plaintiffs contend that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200,

1 *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of  
2 unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties,  
interest, and attorneys' fees and costs.

3 Defendant denies all of the allegations in the Action or that it violated any law.

4 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached  
a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement  
("Settlement" or "Settlement Agreement").

5 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The  
6 Court has appointed Apex Class Action Administration as the administrator of the Settlement ("Settlement  
Administrator"), Plaintiffs Samuel Sanchez and Antonio Quintero as representatives of the Class ("Class  
Representative"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

7 Jonathan M. Genish, Esq.

8 Barbara DuVan-Clarke, Esq.

Alexander K. Spellman, Esq.

P.J. Van Ert, Esq.

**Blackstone Law, APC**

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

11 Defendant is represented by the following attorneys ("Defense Counsel"):

12 Eugene C. Ryu

13 Gabriel M. Huey

14 Jessica S. Kang

Sabrina Fani

**K&L GATES LLP**

10100 Santa Monica Boulevard, Eighth Floor

Los Angeles, California 90067

Tel: (310) 552-5000 / Fax: (310) 552-5001

17 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you  
18 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an  
Individual Settlement Payment), object to the Class Settlement, and/or dispute the Class Workweeks and/or Pay  
19 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a  
PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have  
20 the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound  
to the PAGA Settlement if the Court grants final approval of the Settlement.

21 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is  
intended or will be construed as an admission by Defendant that the claims in the Action have merit or that  
22 Defendant has any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendant, and  
their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of  
23 continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class  
Members, the State of California, and PAGA Employees.

### 24 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### 25 **A. Settlement Formula**

26 The total gross settlement amount is Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) (the  
27 "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class  
Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross  
28 Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees,  
in an amount not to exceed [REDACTED] of the Gross Settlement Amount (i.e., \$ [REDACTED] if the Gross Settlement  
Amount is \$2,250,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty

1 Thousand Dollars (\$40,000) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Five  
2 Thousand Dollars (\$5,000) to each Plaintiff for his services in the Action (for a total of \$10,000); (3) the amount  
3 of One Hundred Thousand Dollars (\$100,000) allocated toward civil penalties under the Private Attorneys  
4 General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$75,000) ("LWDA Payment") and the  
5 remaining 25% (\$25,000) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4)  
6 Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000) to the Settlement  
7 Administrator.

8 Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net  
9 Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked  
10 for Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Class  
11 Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Class Workweeks  
12 of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's  
13 individual Class Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement  
14 Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section  
15 III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class  
16 Members") will be issued their final Individual Settlement Payment.

17 Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on  
18 an IRS Form W-2, forty percent (40%) as penalties, and forty percent (40%) as interest, which will be reported  
19 on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the  
20 employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual  
21 Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment").  
22 The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement  
23 Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement  
24 Amount.

25 PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the  
26 PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA  
27 Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA  
28 Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of  
the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiplied  
each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's  
Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject  
to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

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

**B. Your Workweeks and PAGA Pay Periods (if applicable) Based on Defendant's Records**

According to Defendant's records:

- From February 6, 2019 through June 17, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From April 11, 2023 through June 17, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in  
writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number  
of the Action (*Sanchez v. Weyerhaeuser NR Company*, Case No. 23STCV02624); (b) contain your full name,  
signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state

that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before** [Response Deadline].

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice are only estimates. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

**D. Release of Claims**

Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means (a) The Claims set forth in the Class Action Complaint, specifically: (1) unpaid minimum wages (Lab. Code §§ 1194, 1197, 1197.1), (2) unpaid overtime wages (Lab. Code §§ 510, 1194, 1198), (3) unpaid meal period premiums (Lab. Code §§ 226.7, 512(a)), (4) unpaid rest period premiums (Lab. Code § 226.7), (5) wages not timely paid during employment (Lab. Code §§ 204, 210), (6) failure to provide accurate wage statements (Lab. Code § 226(a)), (7) final wages not timely paid (Lab. Code §§ 201, 202, 203, 204), (8) failure to reimburse necessary business expenses (Lab. Code §§ 2800, 2802), and (9) violation of California Business and Professions Code sections 17200, et seq. predicated on the same or similar facts and/or claims alleged in the Class Action Complaint as well as any claims, debts, liabilities, demands, obligations, guarantees or causes of action that could have been pled which relate to such claims or arise from the same or similar facts concerning Plaintiffs or the putative class, including any claims for unpaid wages (including minimum, regular and overtime wages), failure to timely pay wages upon separation or termination from employment, non-compliant meal periods, non-compliant rest periods, noncompliant wage statements, reimbursement for business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), premiums, attorneys' fees, damages or costs in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Class Action Complaint; and (b) Claims under the Fair Labor Standards Act ("FLSA"), which were alleged or could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Class Action Complaint. In addition, to the extent required by law, the cashing of the settlement check by the Settlement

Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Class Action Complaint. The Settlement Administrator shall include a legend on the settlement check stating, “By cashing this check, I am opting into the release of FLSA Claims described in the Class and PAGA Settlement Agreement in the settlement of *Samuel Sanchez v. Weyerhaeuser NR Company*, (Los Angeles Superior Court Case No. 23STCV02624), under FLSA, 29 U.S.C. § 216(b).”

“Released PAGA Claims” means the claims for civil penalties pursuant to PAGA for labor code violations set forth in the Operative Complaint and the PAGA Notice sent to the LWDA by Plaintiff Quintero, including specifically claims for penalties due to: (1) unpaid minimum wages (Lab. Code §§ 1194, 1197, 1197.1), (2) unpaid overtime wages (Lab. Code §§ 510, 1194, 1198), (3) unpaid meal period premiums (Lab. Code §§ 226.7, 512(a)), (4) unpaid rest period premiums (Lab. Code § 226.7), (5) wages not timely paid during employment (Lab. Code §§ 204, 210), (6) failure to provide accurate wage statements (Lab. Code § 226(a)), (7) final wages not timely paid (Lab. Code §§ 201, 202, 203, 204), and (8) failure to reimburse necessary business expenses (Lab. Code §§ 2800, 2802), as well as any claims that could have been pled which relate to such claims or arise from the same or similar facts concerning the Plaintiffs, the putative PAGA Employees, and the State of California as well as any claims, debts, liabilities, demands, obligations, guarantees or causes of action under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint.

“Released Parties” means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed [REDACTED] ([REDACTED]) of the Gross Settlement Amount (i.e., \$[REDACTED] if the Gross Settlement Amount is \$2,250,000) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars (\$40,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

#### **F. Enhancement Payment to Plaintiff**

Plaintiffs will seek the amount of Five Thousand Dollars (\$5,000) *each* (total, \$10,000) (“Enhancement Payments”), in recognition of the Plaintiffs’ services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to each Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he may be entitled to under the Settlement.

#### **G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

#### **A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do**

1 **not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual  
Settlement Payment unless you decide to exclude yourself from the Class Settlement.

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

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

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

10 **B. Request Exclusion from the Class Settlement**

11 Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for  
Exclusion") to the Settlement Administrator, at the following address:

12 [Settlement Administrator]  
[Mailing Address]

13 A Request for Exclusion must: (a) contain the case name and number of the Action (*Sanchez v. Weyerhaeuser*  
14 *NR Company*, Case No. 23STCV02624); (b) contain your full name, signature, address, telephone number, and  
last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the  
15 Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above,  
postmarked **on or before [Response Deadline]**.

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

21 **C. Object to the Class Settlement**

22 You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting  
23 a written objection ("Notice of Objection") to the Settlement Administrator.

24 The Notice of Objection must: (a) contain the case name and number of the Action (*Sanchez v. Weyerhaeuser*  
25 *NR Company*, Case No. 23STCV02624); (b) contain your full name, signature, address, telephone number, and  
the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the  
objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other  
26 documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the  
specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

27 You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you  
28 have submitted a Notice of Objection.

1 **V. FINAL APPROVAL HEARING**

2 The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court,  
3 located at 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether  
4 the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to  
5 approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and  
6 Settlement Administration Costs to the Settlement Administrator.

7 The Final Approval Hearing may be continued without further notice to the Class Members and PAGA  
8 Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you  
9 wish to.

10 **VI. ADDITIONAL INFORMATION**

11 The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the  
12 Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on  
13 file with the Court.

14 You may view the Settlement Agreement and other documents filed in the Action by logging on to  
15 <https://www.lacourt.org/> then clicking on "Online Services," selecting "Case Access – Civil," and entering case  
16 number 23STCV02624.

17 **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR**  
18 **INFORMATION REGARDING THIS SETTLEMENT.**

19 **IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT**  
20 **THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS**  
21 **COUNSEL OR DEFENSE COUNSEL.**

## **EXHIBIT 3**

6. Blackstone Law, APC has been counsel of record on several class action and PAGA actions, the most recent of which are as follows:

- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and

PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA

action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior Court, Case No. 20STCV44138, a wage and hour PAGA action.
- *Ramiro Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No. BC686825, a wage and hour PAGA action.

## **EXHIBIT 4**

**Matter:** Sanchez, et al. v. Weyerhaeuser NR Company

| Date                                                                     | Type of Expense | Description of Expense                                             | Amount     |
|--------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------|------------|
| 10/28/2022                                                               | Mailing         | Records Request to Weyerhaeuser Company (Sanchez)                  | \$7.82     |
| 10/28/2022                                                               | Mailing         | Records Request to Weyerhaeuser Company Fresno Distribution Center | \$7.82     |
| 2/28/2023                                                                | Filing          | First Legal: Complaint Packet                                      | \$1,576.10 |
| 3/31/2023                                                                | Other           | First Legal: Reg Skip Trace                                        | \$295.00   |
| 3/31/2023                                                                | Other           | First Legal: Personal Service                                      | \$267.10   |
| 3/31/2023                                                                | Filing          | First Legal: Notice and Acknowledgment of Receipt                  | \$39.95    |
| 8/31/2023                                                                | Mediation       | Check to Cha Mediation Services                                    | \$4,500.00 |
| 10/26/2023                                                               | Mediation       | Check to Berger Consulting Group                                   | \$5,625.00 |
| 3/25/2024                                                                | Mailing         | Welcome Package - Quintero                                         | \$1.63     |
| 3/29/2024                                                                | Mailing         | Records Request to Weyerhaeuser Company (Quintero)                 | \$8.69     |
| 3/29/2024                                                                | Mailing         | Records Request to CSC-Lawyers Incorporating Service               | \$8.69     |
| 4/11/2024                                                                | Mailing         | PAGA Notice                                                        | \$8.69     |
| 11/4/2024                                                                | Filing          | LWDA: PAGA Notice Submission                                       | \$75.00    |
| 10/6/2025                                                                | Filing          | Steno: Notice of Remand from Federal Court                         | \$59.95    |
| 6/13/2024                                                                | Filing          | Steno: Joint Initial Status Conference Statement                   | \$59.95    |
| 6/19/2024                                                                | Filing          | Steno: Notice of Remote Appearance                                 | \$59.95    |
| 6/30/2024                                                                | Filing          | First Legal: Amended Complaint and Summons                         | \$88.97    |
| 9/25/2024                                                                | Filing          | Steno: Motion for Preliminary Approval                             | \$180.95   |
| 9/26/2024                                                                | Other           | Steno: Motion for Preliminary Approval - Courtesy Copy to Court    | \$220.50   |
| 10/14/2024                                                               | Other           | Payment to Case Anywhere                                           | \$152.25   |
| 12/18/2024                                                               | Filing          | Steno: Notice of Remote Appearance                                 | \$59.95    |
| 1/23/2025                                                                | Filing          | Steno: Supplemental Declaration                                    | \$59.95    |
| 1/28/2025                                                                | Filing          | Steno: Further Supplemental Declaration                            | \$99.95    |
| 2/25/2025                                                                | Other           | Payment to Case Anywhere                                           | \$61.00    |
| 4/16/2025                                                                | Other           | Payment to Case Anywhere                                           | \$49.00    |
| 4/22/2025                                                                | Other           | LA Court Document Purchase                                         | \$5.80     |
| 2/5/2025                                                                 | Other           | Payment to Case Anywhere                                           | \$49.00    |
| 6/18/2025                                                                | Other           | Payment to Case Anywhere                                           | \$49.00    |
| 7/15/2025                                                                | Other           | Payment to Case Anywhere                                           | \$49.00    |
| Future Cost to Steno: Filing of Motion for Final Approval                |                 |                                                                    | \$180.95   |
| Future Cost to Steno: Motion for Final Approval - Courtesy Copy to Court |                 |                                                                    | \$232.00   |

Total: **\$14,139.61**