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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF ALAMEDA

10 ARLENE BANDRIL, individually, and on  
behalf of other members of the general  
11 public similarly situated;

12 Plaintiff,

13 v.

14 PLASTIKON INDUSTRIES, a California  
corporation; and DOES 1 through 100,  
15 inclusive;

16 Defendant.

17 MARIA REYES, individually, and on  
behalf of other members of the general  
18 public similarly situated;

19 Plaintiff,

20 v.

21 PLASTIKON INDUSTRIES, a California  
corporation; and DOES 1 through 100,  
22 inclusive;

23 Defendant.

Case No. RG19038227 (Bandril)

Case No. RG20054268 (Reyes)

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

ASSIGNED FOR ALL PURPOSES TO JUDGE  
HON. BRAD SELIGMAN (DEPT. 23)

Trial Date: Not Set  
Complaint Filed: October 7, 2019

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27 *Attorneys for Defendant Plastikon Industries*

1 Plaintiffs Arlene Bandril and Maria Reyes (“Plaintiffs”) and Defendant Plastikon Industries  
2 (“Defendant”) (together referred to collectively as the “Parties”) hereby submit, subject to the approval  
3 of the Court, that the settlement of this action shall be effectuated upon and subject to the following  
4 terms and conditions.

5 **A. DEFINITIONS**

6 As used in this Joint Stipulation of Class Action and PAGA Settlement (“Joint Stipulation”),  
7 the following terms shall have the meanings specified below. To the extent terms or phrases used in  
8 this Joint Stipulation are not specifically defined below, but are defined elsewhere in the Joint  
9 Stipulation, they are incorporated by reference into this definition section.

10 1. “Actions” shall mean the Complaints and Operative Complaint that was filed in the  
11 Superior Court of the State of California and any amendments thereto, bearing case Nos. RG19038227  
12 and Case No. RG20054268.

13 2. “Class” shall mean all current and former hourly-paid or non-exempt employees (either  
14 directly or through a staffing agency or labor contractor) of Defendant within the State of California  
15 at any time during the Class Period.

16 3. “Class Participant(s)” or “Class Members” shall mean any and all member of the class  
17 except those who timely request exclusion (i.e., who elect to “opt out”) as provided herein.

18 4. “Class Period” is the time period from October 7, 2015 to April 8, 2021.

19 5. “Class Representatives” or “Named Plaintiffs” or “Plaintiffs” shall mean Plaintiffs  
20 Arlene Bandril and Maria Reyes.

21 6. “Class and PAGA Settlement” or “Settlement” shall mean the settlement embodied in  
22 this Joint Stipulation, which is subject to Court approval.

23 7. “Complaints” shall mean the original Complaint filed against Defendant by Arlene  
24 Bandril on or about October 7, 2019, Case No, RG19038227, and Maria Reyes on or about February  
25 13, 2020, Case No. RG20054268 both in the Superior Court of the State of California for the County  
26 of Alameda.

27 8. “Court” shall mean the Superior Court of California for the County of Alameda.

28 9. “Defendant” shall mean Plastikon Corporation.

1           **10.**    “Defense Counsel” or “Counsel for Defendant” shall mean the law firm of Littler  
2 Mendelson, P.C. located at 2049 Century Park East, 5th Floor, Los Angeles, CA 90067.

3           **11.**    “Class Counsel” or “Plaintiffs’ Counsel” shall mean the law firm of Justice Law  
4 Corporation, Cohelan, Khoury & Singer, and Law Offices of Sahag Majarian II.

5           **12.**    “Effective Date” shall mean the date this Agreement is approved as provided herein  
6 and the Court’s order granting Final Approval and entry of Judgment becomes final and is no longer  
7 appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean  
8 the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal  
9 of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61  
10 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of  
11 by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and  
12 judgment, the day after the last date for filing a request for further review of the order and judgment  
13 approving this Agreement passes, and no further review is requested; or (c) if an appeal is filed and  
14 the order approving this Agreement is affirmed and further review of the order is requested, the day  
15 after the review is finally resolved and the order and judgment approving this Agreement is affirmed.

16           **13.**    “Final Approval Date” shall mean the date upon which the Court enters an Order  
17 approving the Class and PAGA Settlement, after having determined that the Class and PAGA  
18 Settlement is fair, adequate, and reasonable to the Class as a whole, following: (i) notice to the Class;  
19 (ii) an opportunity to submit timely exclusion or objections to the non-PAGA portion of the  
20 Settlement; and (iii) a hearing on the fairness of the terms of the Settlement.

21           **14.**    “Final Approval Hearing” shall mean the final hearing held by the Court to ascertain  
22 the fairness, reasonableness, and adequacy of the Class and PAGA Settlement.

23           **15.**    “Individual PAGA Payment” shall mean the pro-rata share of the PAGA penalties  
24 allocated to the settlement of the PAGA Claims to which each PAGA Employee is entitled from the  
25 PAGA Fund based on the number of Pay Periods they worked during the PAGA Period, as described  
26 below (PAGA Fund and Payment to Labor and Workforce Development Agency).

27           **16.**    “LWDA” means the California Labor and Workforce Development Agency.

28           **17.**    “Net Class and PAGA Settlement Amount” means the Total Settlement Amount less  
4.

1 the Settlement Administrator’s Expenses, the Service Payment to each Plaintiff, the PAGA Fund, and  
2 Class Counsel’s attorneys’ fees (not to exceed 35% of the Total Settlement Amount) and costs, subject  
3 to approval by the Court.

4 **18.** “Notice Packet” shall mean the Notice of Class Action and PAGA Settlement and Opt-  
5 Out Form, collectively.

6 **19.** “Operative Complaint” shall mean the *Consolidated Class and Representative Action*  
7 *for Damages and Penalties*, filed on or about February 16, 2021.

8 **20.** “Opt-Out(s)” shall mean any and all eligible Settlement Class Members who timely  
9 and validly request exclusion from the Settlement of the Released Class Claims in accordance with  
10 the terms of the Notice Packet. PAGA Employees will still be bound by the settlement and release of  
11 the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46  
12 Cal. 4th 969 (2009). Requests for exclusion do not apply to the Released PAGA Claims and will not  
13 be effective to preclude the release of the Released PAGA Claims.

14 **21.** “Opt-Out Form” or “Exclusion Form” shall mean a document that the Class Member  
15 is required to mail to the Settlement Administrator, as set forth in the form of **Exhibit 2** attached  
16 hereto, postmarked no later than the date indicated on the Class Notice, to exclude himself or herself  
17 from the non-PAGA portion of the Class and PAGA Settlement.

18 **22.** “Parties” shall mean Plaintiffs and Defendant.

19 **23.** “PAGA” means the California Labor Code Private Attorneys General Act, California  
20 Labor Code §§ 2698 *et seq.*

21 **24.** “PAGA Employees” shall mean all non-exempt employees who worked for Defendant  
22 in California during the PAGA Period.

23 **25.** “PAGA Claims” shall mean all claims for PAGA penalties on behalf of Plaintiffs,  
24 similarly aggrieved employees and the State of California, during the PAGA Period defined below.

25 **26.** “PAGA Fund” means the gross amount of Two Hundred Thousand dollars (\$200,000)  
26 which the parties have allocated for PAGA penalties for alleged Labor Code violations. Seventy-five  
27 percent of the PAGA Fund (i.e., \$150,000) shall be paid to the LWDA, and the remaining twenty-five  
28 percent (i.e., \$50,000) shall be paid pro rata based on Pay Periods worked by PAGA Employees during

1 the PAGA Period.

2 **27.** “PAGA Period” means from February 12, 2019 through April 8, 2021.

3 **28.** “Participating Settlement Employees” means all Class Participants and PAGA  
4 Employees.

5 **29.** “Pay Periods” shall mean any pay period a PAGA Employee worked at least one day  
6 of the pay period and was not on vacation or leave of absence.

7 **30.** “Preliminary Approval” means the Court Order preliminarily approving this Joint  
8 Stipulation, authorizing the mailing of the Notice Packet by the Settlement Administrator, and setting  
9 the date of the Final Approval Hearing.

10 **31.** “Preliminary Approval Date” means the date upon which the Court enters an order  
11 preliminarily approves this Stipulation, pending notice, an opportunity to submit objections, and a  
12 fairness hearing thereon.

13 **32.** “Preliminary Approval Hearing” shall mean the hearing held on the motion for  
14 preliminary approval of the Class and PAGA Settlement.

15 **33.** “Released Class Claims” means all claims alleged or that could have been alleged based  
16 on the operative facts pled in the Complaint or Operative Complaint. The release of the Class Claims  
17 shall be effective at all times during the entirety of the Class Period.

18 **34.** “Released PAGA Claims” means all PAGA Claims that were actually alleged or could  
19 have been alleged in the original Complaint or Operative Complaint by the Named Plaintiffs, on behalf  
20 of the State of California, themselves, and PAGA Employees based on the facts and theories described  
21 in the February 12, 2020 letter to the LWDA by Plaintiff Arlene Bandril. The release of the Released  
22 PAGA Claims shall be effective during the entirety of the PAGA Period.

23 **35.** “Released Parties” shall mean Defendant Plastikon Industries each of their respective  
24 parents, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any  
25 investment bankers, accountants, insurers, attorneys and any past, present or future officers, directors  
26 and employees), predecessors, successors, and assigns.

27 **36.** “Service Payment” shall mean any additional monetary payment provided to each  
28 Class Representative for their efforts on behalf of the Class in this Action.

1           **37.**     “Settlement Administrator” shall mean the company known as Phoenix Class Action  
2 Settlement Administrators, a qualified, third-party settlement administrator which the Parties have  
3 agreed will be responsible for administration of the Settlement and related matters.

4           **38.**     “Settlement Administrator’s Expenses” means all costs and expenses relating to the  
5 administration of the Settlement, including without limitation, address verification measures,  
6 formatting, preparing, and mailing of Notice Packets, accounting for opt-outs and objections,  
7 calculation and determination of payments to Participating Settlement Employees, accounting and  
8 maintenance of Settlement Fund Account (defined below), posting the necessary information (i.e.,  
9 regarding the judgment) on the administrators’ website, preparation of a report to the Court indicating  
10 the total amount that was actually paid to Participating Settlement Employees, administration and  
11 payment of unclaimed and/or uncashed checks pursuant to Code of Civil Procedure § 384, preparation  
12 and issuance of checks to Class Counsel for attorneys’ fees and costs, preparation and issuance of the  
13 Service Payment checks to each Class Representative, and submission of all tax-related documents  
14 and any other costs incidental to or associated with the claims administration of this settlement, all  
15 pursuant to the terms of this Agreement. All additional expenses related to the payment of the Second  
16 Settlement Installment defined herein shall be borne by Defendant and shall not be paid out of the  
17 Total Settlement Amount.

18           **39.**     “Settlement Class Notice” shall mean the Notice of Class And PAGA Action  
19 Settlement, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court,  
20 which is to be mailed to Class Members and PAGA Employees as part of the Notice Packet (defined  
21 below).

22           **40.**     “Settlement Fund Account” shall mean the Qualified Settlement Fund, as defined by  
23 the Internal Revenue Code, established pursuant to the terms of this Joint Stipulation from which all  
24 monies payable under the terms of this Stipulation shall be paid, as set forth herein.

25           **41.**     “Settling Parties” shall mean the Class Representatives, Participating Settlement  
26 Employees and Defendant.

27           **42.**     “Total Individual Class Settlement Payment” or “Individual Class Settlement  
28 Payment” shall mean the amount to be distributed to any and each Class Participant as described

1 herein.

2 **43.** “Total Settlement Amount” or “Total Settlement Payment” shall mean the total amount  
3 that Defendant will pay to resolve these Actions, based on the aggregation of the agreed-upon  
4 settlement value of individual claims, which is Two Million Two Hundred Fifty Thousand Dollars  
5 and Zero Cents (\$2,250,000.00) which includes the payment to the Class, the PAGA Employees, the  
6 Settlement Administrator’s Expenses, the Service Payment to each Class Representative, payment to  
7 Labor and Workforce Development Agency for PAGA penalties, and Class Counsel’s attorneys’ fees  
8 and costs. Defendant will pay its share of applicable employer-side payroll taxes on the wage portion  
9 of the Settlement payments separately and in addition to the Total Settlement Amount. In no event  
10 will Defendant be required to pay more than the Total Settlement Amount as part of this Agreement.

11 “Workweeks” shall mean any week that a Class Participant worked at least one day of  
12 the week and was not on vacation or leave of absence. Workweeks of Class Participants who exclude  
13 themselves from the settlement will not be included in the total number of Workweeks for purposes  
14 of calculating distribution of Individual Class Settlement Payments.

15 **B. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

16 **1. Investigation, Discovery, and Research**

17 Class Counsel have conducted investigation, discovery, and research during the prosecution of  
18 the Action. Such efforts included, among other things: (a) conducting a thorough pre-filing  
19 investigation; (b) propounding a comprehensive set of written discovery requests; (c) inspecting and  
20 analyzing data and documents produced by Defendant pertaining to Plaintiffs and the putative class  
21 members; (d) interviewing putative class members; (e) analyzing the legal arguments made by  
22 Defendant; (f) preparing an analysis of potential class-wide damages and constructing a damages  
23 model; (g) researching the applicable law with respect to the claims asserted in this Action and the  
24 potential defenses thereto; and (h) participating in a mediation with mediator Steven Serratore.<sup>1</sup> Thus,  
25 the Parties have engaged in sufficient investigation, discovery, and research to assess the relative  
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27 <sup>1</sup> The matter did not resolve at this mediation, and after the mediation adjourned, Defendant retained new counsel that  
28 provided additional data and analytics to Plaintiffs’ counsel, which led to continued negotiations and eventually a  
settlement.



1 merits of the claims of the Class Representatives and of Defendant's defenses to them.

2 **2. Allegations of the Class Representatives and Benefits of Settlement**

3 The investigation and discovery conducted in this matter were adequate to give the Class  
4 Representatives and Class Counsel a sound understanding of the merits of their position and to  
5 evaluate the worth of the claims of the Class. This Settlement was reached after arm's-length  
6 bargaining by the Parties that included a mediation and extensive post-mediation settlement  
7 discussions. The information obtained from investigation and discovery as well as information  
8 exchanged for mediation was sufficient to assess reliably the merits of the respective Parties' positions  
9 and to compromise the issues on a fair and equitable basis.

10 The Class Representatives and Class Counsel believe that the causes, allegations, and  
11 contentions asserted in the Action have merit. However, they recognize and acknowledge the expense  
12 and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant  
13 through trial and through appeals. Class Counsel have taken into account the uncertain outcome and  
14 the risk of any litigation, the risk of continued litigation in complex actions such as this, as well as the  
15 difficulties and delays inherent in such litigation, and the potential difficulty certifying and  
16 maintaining the Action as a class action. Class Counsel are also mindful of the inherent problems of  
17 proof under, and possible defenses to, the claims alleged in the Action. Class Counsel believe that the  
18 Settlement set forth in this Joint Stipulation confers substantial benefits upon the Class Participants  
19 and each of the members of the Class, and that an independent review of this Joint Stipulation of  
20 Settlement by the Court in the approval process will confirm this conclusion. Based on their own  
21 independent investigation and evaluation, Class Counsel have determined that the Settlement set forth  
22 in the Stipulation is in the best interest of the Class Representatives and the members of the Settlement  
23 Class.

24 **3. Defendant's Denial of Wrongdoing and Benefits of Settlement**

25 Defendant has denied and continues to deny, generally, each and all of the claims and  
26 contentions alleged by the Class Representatives in the Action. Defendant has expressly denied and  
27 continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct,  
28 statements, acts, or omissions alleged in the Action. Nonetheless, Defendant has concluded that

1 further litigation of the Action would be protracted and expensive and determined that it is desirable  
2 that the Action be fully and finally settled in the manner and upon the terms and conditions set forth  
3 in this Joint Stipulation in order to limit further expense, inconvenience, and distraction, to dispose of  
4 burdensome and protracted litigation, and to permit the operation of Defendant's business without  
5 further expensive litigation and the distraction and diversion of its personnel with respect to matters  
6 at issue in the Action. Defendant has also taken into account the uncertainty and risks inherent in any  
7 litigation, especially in a complex case such as the Action. Defendant has, therefore, determined that  
8 it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and  
9 conditions set forth in this Joint Stipulation.

#### 10 **4. Intent of the Settlement**

11 The Class and PAGA Settlement set forth herein intends to achieve the following: (1) entry  
12 of an Order approving the terms of this Joint Stipulation and granting the monetary relief set forth  
13 herein to the Participating Settlement Employees; (2) entry of judgment; and (3) discharge of Released  
14 Parties from liability for any and all of the Released Claims.

### 15 **C. PROCEDURAL ISSUES**

#### 16 **1. Binding Settlement**

17 This Settlement Agreement shall bind the Parties, all PAGA Employees as to the release of  
18 Released PAGA Claims, and all Class Participants as to Released Class Claims, subject to the terms  
19 and conditions herein and the Court's approval. Both approval of the PAGA settlement and the class  
20 claims is required for this Agreement to be valid. **If the Court declines to approve either the  
21 settlement of the PAGA or the Class Claims, this Joint Stipulation is void.**

#### 22 **2. Preliminary Approval**

23 Class Counsel will submit this Joint Stipulation to the Court along with the Motion for  
24 Preliminary Approval of Class Action Settlement. In connection with their filing of the Motion for  
25 Preliminary Approval, Plaintiffs and Class Counsel shall notify the LWDA of the existence of the  
26 Settlement in accordance with California law.

#### 27 **3. Settlement Administrator**

28 The third-party company known as Phoenix Class Action Settlement Administrators will act  
10.

1 as the Settlement Administrator. The Settlement Administrator will perform address verification  
2 measures, formatting, preparing, translating and mailing of the Notice Packets; accounting for Opt-  
3 Outs and objections; calculation and determination of payments to Participating Settlement  
4 Employees; accounting and maintenance of Settlement Fund Account; posting of the necessary  
5 information (e.g., regarding the judgment) on the administrators' website; resolution of any  
6 differences between Defendant's payroll records and information provided by Participating Settlement  
7 Employees; distribution of payments to Participating Settlement Employees; preparation of a report  
8 for the Court indicating the total amount that was actually paid to Participating Settlement Employees;  
9 administration and payment of unclaimed and/or uncashed checks pursuant to Code of Civil Procedure  
10 § 384; preparation and issuance of checks to Class Counsel for attorneys' fees and costs; preparation  
11 and issuance of the Service Payment checks to each Class Representative; calculation, administration,  
12 and submission of all tax-related documents concerning the Settlement; and any other issues related  
13 to the Settlement administration.

14 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and  
15 Defendant's Counsel updating them as to the number of Opt-Out Forms as well as any disputes or  
16 objections submitted by Class Members or PAGA Employees. The Settlement Administrator will  
17 serve on Class Counsel and Defendant's Counsel via e-mail date-stamped copies of the original Opt-  
18 Out Forms, challenges, and objections no later than five (5) court days after their receipt. The  
19 Settlement Administrator will provide Class Counsel with a declaration setting forth the results of the  
20 settlement administration no later than five (5) court days after the end of the Opt-Out period.

21 All fees and costs of the Settlement Administrator for administration of the Settlement shall be  
22 paid from the Total Settlement Amount, except that the costs associated with the Second Installment  
23 Payment shall be borne separately by Defendant alone. The estimated Settlement Administrator's  
24 Expenses are estimated to be \$ 12,000.00

25 **4. Notice to Class Members and PAGA Employees**

26 Notice shall be provided to Class Members and PAGA Employees in the following manner:

27 Within fourteen (14) calendar days of Preliminary Approval of the Settlement, Defendant shall  
28 provide the Settlement Administrator with the names, most current mailing address and telephone

1 number, social security number, and the respective pay periods at issue with respect to the Class  
2 Claims and the number of Pay Periods s worked by each PAGA Employees in the PAGA Period in a  
3 readable MS Excel spreadsheet (collectively “Class List and Data”).

4           Within fourteen (14) calendar days after receipt of the Class List and Data, the Settlement  
5 Administrator shall mail the Notice Packet to the Class Members and PAGA Employees via first-class  
6 regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based on the  
7 National Change of Address Database information to update and correct for any known or identifiable  
8 address changes. It will be conclusively presumed that, if an envelope containing the Class Notice has  
9 not been returned before the end of the 45-day opt-out period, the Class Member and/or PAGA  
10 Employee received the Notice. If a new address is obtained by a way of a returned Notice Packet,  
11 then the Settlement Administrator shall promptly forward the original Notice Packet to the updated  
12 address via first-class regular U.S. mail indicating on the original Notice Packet the date of such re-  
13 mailing. Where a Notice Packet is returned as undeliverable, without a forwarding address, the  
14 Settlement Administrator will perform a computer/SSN and “skip trace” search to obtain an updated  
15 address within three (3) court days of receiving the notice from the U.S. Post Office. If a new address  
16 is obtained by a way of a returned Notice Packet or skip trace, then the Settlement Administrator shall  
17 promptly forward the original Notice Packet (no later than 3 court days of receiving the undeliverable  
18 notice or obtaining the skip trace results) to the new address via first-class regular U.S mail. Those  
19 Class Members and/or PAGA Employees who were re-mailed the Notice Packet will be given  
20 additional ten (10) calendar days after the 45-day deadline. The Parties agree to cooperate with the  
21 Settlement Administrator to locate a more recent address for Class Members and/or PAGA  
22 Employees, where necessary.

23           The Notice Packet will include, but shall not be limited to: information regarding the nature  
24 of the Lawsuit; a summary of the substance of the Settlement; the Class definition; a description of  
25 the Settlement administration, procedure, and the deadline for eligible Class Members to submit Opt-  
26 Out Forms and members of the original group of 1,597 employees to submit objections; the date for  
27 the Final Approval Hearing; and the formula used to calculate Total Individual Class Settlement  
28 Payments and Individual PAGA Payment. The Notice shall also include the time period during which

1 the Class Member and/or PAGA Employee worked during the Class Period and/or PAGA Period  
2 (according to Defendant's timekeeping and/or payroll records) and the Class Member's and/or PAGA  
3 Employee's estimated Total Individual Class Settlement Payment and/or Individual PAGA Payment,  
4 and shall afford the Class Member and/or PAGA Employee the opportunity to challenge the number  
5 of Workweeks and/or payroll periods reflected in Defendant's timekeeping and payroll records, and  
6 to provide evidence supporting any such challenge. If a Class Member is not also a PAGA Employees,  
7 the Notice will inform the Class Member of that fact and explain that, based on the dates of  
8 employment (or time in the requisite position), the employees is not eligible for a PAGA Payment.  
9 An Opt-Out Form shall allow the Class Members to elect exclusion from the settlement of the Released  
10 Class Claims but does not exclude a PAGA Employee from the settlement of the Released PAGA  
11 Claims.

12 Compliance with the notice procedures specified in this Settlement Agreement shall constitute  
13 due and sufficient notice to Class Members and PAGA Employees of this Settlement and shall satisfy  
14 the requirements of due process. Nothing else shall be required of, or done by, the Parties, Class  
15 Counsel, or Defense Counsel to provide notice of the proposed Settlement. In the event the procedures  
16 in this Settlement Agreement are followed and the intended recipient of a Notice of Settlement still  
17 does not receive the Notice of Settlement, the intended recipient shall remain a Participating Class  
18 Member and/or PAGA Employee and will be bound by all terms of the Settlement and any Final  
19 Approval Order entered by the Court upon the Effective Date.

#### 20 **5. Submission of Claim Form Unnecessary to Participate in Settlement**

21 Unless the Class Member submits a valid and timely Opt-Out Form to the Settlement  
22 Administrator by no later than forty-five (45) calendar days after the Notice Packet was first mailed,  
23 the Class Member will automatically be mailed a check for his or her pro rata share of the Net  
24 Settlement Amount. If a Class Member does not want to participate in the Class portion of this  
25 Settlement and wants to avoid being bound by the non-PAGA Settlement terms, a Class Member must  
26 sign his or her Opt-Out Form and submit it to the Settlement Administrator by no later than forty-five  
27 (45) calendar days after the Notice Packet was first mailed. In order to object to the Settlement, a  
28

1 Class Member must send his or her written objection to the Settlement Administrator no later than  
2 forty-five (45) calendar days after the Notice Packet was first mailed.

3 Notwithstanding the submission of a timely request for exclusion, PAGA Employees will still  
4 be bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment  
5 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to  
6 the PAGA Claims and will not be effective to preclude the release of the PAGA Claims.

7 Any Class Member who opts out may not object to the Settlement. Any Class Member who  
8 does not opt out will become a Class Participant and will still be bound by the Settlement even if s/he  
9 objects to the Settlement and his/her objection is overruled.

#### 10 **6. Disputes Regarding Administration of Settlement**

11 Any dispute regarding eligibility to be a Class Participant or regarding the number of  
12 Workweeks not resolved by the Settlement Administrator concerning the administration of the  
13 Settlement shall be resolved by the Court. Company records shall control the disposition any dispute.

#### 14 **7. Reminder of Opt-Out & Objection Deadlines**

15 Not more than 30 days, but not fewer than 25 days, after mailing of the original Notice Packet,  
16 the Settlement Administrator shall mail one reminder postcard, which shall include the estimated Total  
17 Individual Class Settlement Payment and/or Individual PAGA Payment, as well as contact information  
18 for the Parties' Counsel and the Settlement Administrator, to all Class Members who have not yet  
19 submitted an Opt-Out Form, to remind them of the deadline. The postcard shall be mailed to such  
20 Class Members via first-class regular U.S. Mail, using the most current mailing address information  
21 then available for the Class Members.

### 22 **D. SETTLEMENT TERMS**

#### 23 **Total Settlement Amount**

24 The Total Settlement Amount that Defendant will pay to resolve this Action, based on the  
25 aggregation of the agreed-upon settlement value of individual claims, is Two Million Two Hundred  
26 Twenty-Five Thousand Dollars (\$2,250,000.00), which includes the payments to the Class  
27 Participants, Settlement Administrator's Expenses, the Service Payment the Class Representatives ,  
28 the PAGA Fund, and Class Counsel's attorneys' fees and costs. Defendant will pay the applicable

1 employer-side payroll taxes on the wage portion of the settlement payments separately and in addition  
2 to the Total Settlement Amount. The settlement shall be funded within 10 days from the Effective  
3 Date.

4 **1. Class Representatives' Service Payments**

5 Defendant will not oppose Class Representative's application to the Court for the Class  
6 Representatives Bandril and Reyes to each receive up to Ten Thousand Dollars (\$10,000) to be paid  
7 out of the Total Settlement Amount. To the extent the Court approves less than the requested amount  
8 of the Service Payment to the Class Representatives the difference between the requested and awarded  
9 amounts will added to the amount to be distributed to the Class Participants.

10 In consideration of the mutual covenants and promises set forth herein, as of the Effective  
11 Date, Class Representatives fully release and discharge Defendant and the other Released Parties from  
12 any and all claims that Class Representatives now have or claims to have or which Class  
13 Representatives at any time heretofore had or claimed to have or which Class Representatives at any  
14 time hereafter may have or claim to have, known or unknown, arising out of or related to any act,  
15 omission, event, fact, or other thing that existed or occurred on or before Preliminary Approval.  
16 Without limiting the generality of the foregoing, and in addition to the foregoing, Class  
17 Representatives specifically and expressly release to the maximum extent permitted by law any claims  
18 against Defendant and the Released Parties, occurring prior to Preliminary Approval, arising out of or  
19 related to violations of any federal or state employment discrimination laws, including the California  
20 Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the federal Family and  
21 Medical Leave Act; the California Family Rights Act; the Americans With Disabilities Act; the  
22 National Labor Relations Act; the Equal Pay Act; the Employee Retirement Income Security Act of  
23 1974; as well as claims arising out of or related to violations of the provisions of the California Labor  
24 Code; the California Civil Code; the California Government Code; California Wage Orders, the  
25 California Business & Professions Code, including California Business & Professions Code Section  
26 17200 *et seq.*; PAGA; state and federal wage and hour laws; breach of contract; fraud;  
27 misrepresentation; common counts; unfair competition; unfair business practices; negligence;  
28 defamation; infliction of emotional distress; and any other state or federal law, rule, or regulation.

1 Class Representatives also waive any and all rights conferred upon them under Section 1542 of the  
2 California Civil Code, which provides as follows:

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

8 This release does not include any pending claims for workers' compensation benefits that Class  
9 Representatives may have against Defendant, or any other claim that cannot be released by law. Any  
10 Class Representatives 'Service Payment approved by the Court shall be paid to each Class  
11 Representative from the Total Settlement Amount and shall be in addition to any distribution to which  
12 he may otherwise be entitled as a Class Participant and PAGA Employee. The Class Representatives'  
13 Service Payments shall not be considered wages, and Settlement Administrator shall issue the Class  
14 Representatives a Form 1099 reflecting such payment.

15 **2. Class Counsel's Attorneys' Fees and Costs**

16 Defendant will not oppose Class Representative's application to the Court for attorneys' fees  
17 for thirty-five percent (35%) of the Total Settlement Payment and costs not to exceed Forty Thousand  
18 Dollars (\$40,000). The Class Counsel's fees and costs approved by the Court shall encompass: (a) all  
19 work performed and costs incurred by Class Counsel in representing Plaintiff and the putative class  
20 through the date of this Joint Stipulation; (b) all work to be performed and costs to be incurred in  
21 connection with obtaining final approval from the Court of the terms of this Joint Stipulation; and (c)  
22 all work and costs, if any, incurred in connection with administering the Settlement through the  
23 conclusion of the Action. To the extent the Court approves less than the requested amount of Class  
24 Counsel's fees and costs, the difference between the requested and awarded amounts will be added to  
25 the amount to be distributed to the Class Participants. Defendant shall bear its own attorneys' fees  
26 and costs incurred for the Action.

27 **3. PAGA Fund and Payment to Labor and Workforce Development Agency**

28 The Parties agree to allocate Two Hundred Thousand Dollars (\$200,000.00) of the Total  
16.



1 Settlement Payment for settlement of claims for civil penalties under PAGA, Labor Code § 2699, *et*  
2 *seq.* Pursuant to Labor Code Section 2699(i), 75% of that amount, or One Hundred Fifty Thousand  
3 Dollars (\$150,000.00), will be paid to the Labor and Workforce Development Agency. The remaining  
4 25%, or Fifty Thousand Dollars (\$50,000.00), will be distributed to PAGA Employees on a pro rata  
5 basis based on the number Pay Periods they worked during the PAGA Period as the Individual PAGA  
6 Payment. The PAGA Fund shall be treated as miscellaneous income which shall be reported on an  
7 IRS 1099 without withholdings.

8 **4. Class Participant Distribution Formula**

9 After deducting for the amounts for Settlement Administrator's Expenses, each Class  
10 Representatives' Service Payment, the PAGA Fund, and Class Counsel's awarded attorneys' fees and  
11 costs, the balance of the Total Settlement Payment ("Net Settlement Amount") will be distributed as  
12 follows:

13 (a) Each Class Participant's Total Individual Class Settlement Payment for the  
14 Class Period will be based on a ratio of the Class Participant's Workweeks worked to the total Pay  
15 Periods worked by all Class Participants. The Individual Class Settlement Payment for this period will  
16 be calculated by dividing the Class Participant's Workweeks by the worked by all Class Participants.  
17 Any Workweeks that the Class Participant did not work at all (leave, sick time, vacation) shall be  
18 excluded from the workweek count. A portion of this resulting amount will be subject to tax  
19 withholdings, as described below.

20 (d) Non-Reversionary Settlement

21 The Parties agree that no part of the Total Settlement Amount will revert back to Defendant.  
22 The Class Participants and PAGA Employees shall have one-hundred eighty (180) calendar days to  
23 deposit or otherwise cash their settlement checks. This 180-day period will be counted from the  
24 postmark date of the checks' mailing to Class Participants and PAGA Employees by the Settlement  
25 Administrator.

26 As to the funds that remain in the Settlement Fund Account after 180 days due to Class  
27 Participants' and PAGA Employees' failure to deposit or cash their settlement checks, those funds  
28 will be sent to the cy pres recipient State Bar Impact Fund consistent with California Code of Civil

1 Procedure section 384.

2 Treatment of Class Settlement Payments and Payroll Tax Obligations:

3 All Total Individual Class Settlement Payments will be allocated as follows: thirty percent  
4 (30%) to the settlement of claims for wages, thirty percent (30%) to the settlement of claims for  
5 interest, and forty percent (40%) to the settlement of claims for penalties. The Settlement  
6 Administrator shall calculate the payroll taxes, including, but not limited to, Medicare taxes, Social  
7 Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment  
8 training taxes associated with the wage portion of the Total Individual Class Settlement Payments  
9 made to each Class Participant. The employee's share of payroll taxes shall be withheld by the  
10 Settlement Administrator and paid to the appropriate governmental agencies. The employer's share of  
11 payroll taxes will be paid separately by Defendant. For purposes of calculating payroll taxes, the  
12 Parties agree, for purposes of this Agreement only and for no other purpose that thirty percent of each  
13 Total Individual Class Settlement Payment shall constitute wages subject to standard withholdings.

14 The Parties make no representations as to the tax treatment or legal effect of the payments  
15 specified herein, and the Class Participants and PAGA Employees are not relying on any statement or  
16 representation by the Parties, Class Counsel, or Defendant's Counsel in this regard. Class Participants  
17 and PAGA Employees will be responsible for the payment of all taxes and penalties assessed on the  
18 payments specified herein.

19 The Parties acknowledge and agree that: (1) no provision of this Joint Stipulation, and no  
20 written communication or disclosure between or among the Parties, Class Counsel, or Defendant's  
21 Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure  
22 constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury  
23 Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party: (a) has relied  
24 exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax  
25 advice) in connection with this Joint Stipulation, (b) has not entered into this Joint Stipulation based  
26 upon the recommendation of any other party or any attorney or advisor to any other party; and (c) is  
27 not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party  
28 to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or

1 adviser to any other party has imposed any limitation that protects the confidentiality of any such  
2 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
3 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,  
4 including any transaction contemplated by this Joint Stipulation.

5 **5. Deadline to Fund the Settlement Fund Account**

6 The Settlement Fund Account shall be funded within ten business days of the Effective Date.

7 **6. Release of Claims by Class Participants**

8 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, and upon  
9 fully funding of the Settlement, by automatic effect of this Joint Stipulation, each Class Participant  
10 shall release and discharge Defendant and the other Released Parties from Released Class Claims.

11 **7. Release of Claims by PAGA Employees**

12 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, and upon  
13 fully funding of the Settlement, all PAGA Employees shall release and discharge the Defendant and  
14 the other Released Parties from Released PAGA Claims, irrespective of whether that PAGA Employee  
15 validly requests exclusion from the settlement of Released Class Claims. An opt-out does not affect  
16 the release of PAGA Claims under this Agreement.

17 **NULLIFICATION OF THE JOINT STIPULATION**

18 **8. Non-Approval of the Settlement Stipulation**

19 If: (a) the Court should for any reason fail to approve any material term of this Settlement in  
20 the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in the  
21 Action, or (c) the judgment is reversed, modified, or declared or rendered void, then this Settlement  
22 Agreement shall be considered null and void, and neither this Settlement, nor any of the related  
23 negotiations or proceedings, shall be of any force or effect, and all Parties to this Settlement Agreement  
24 shall stand in the same position, without prejudice, as if the Settlement Agreement had been neither  
25 entered into nor filed with the Court. Invalidation of any material portion of this settlement shall  
26 invalidate this Settlement in its entirety, unless the Parties shall subsequently agree in writing that the  
27 remaining provisions of the Settlement are to remain in full force and effect.

28 The Court's failure to approve Class Counsel's attorneys' fees and costs or the Service  
19.

1 Payment to the Class Representatives in the amounts stated herein, or any procedural change to the  
2 settlement administration procedures set out herein required by the Court shall not be considered an  
3 invalidation of a material portion of the settlement under this section. Moreover, a reallocation of the  
4 Settlement allocations between the Class Members and the PAGA Employees required by the Court  
5 shall not be considered an invalidation of a material portion of the settlement under this section, so  
6 long as the Total Settlement Amount does not change. Failure to ultimately approve both the settlement  
7 of the Class Claims and the PAGA claims is material and shall void the agreement.

8 **9. Opt-Outs**

9 If more than ten percent (10%) of the proposed Settlement class Opts Out, Defendant will have,  
10 at its sole election, the option of voiding this Agreement.

11 **E. FINAL APPROVAL HEARING**

12 At the Final Approval Hearing, Class Participants shall move the Court for an order finally  
13 approving the terms of the Joint Stipulation, certifying the Class for settlement purposes, finding the  
14 terms of the Joint Stipulation as being fair, reasonable, and adequate to the Class Participants, and  
15 approving the settlement and release of the Released PAGA Claims by PAGA Employees. Plaintiffs'  
16 Counsel agree to submit to the Court such pleading and/or evidence as may be required for the Court's  
17 determination.

18 **F. PAYOUT AFTER FINAL APPROVAL**

19 All funds shall be distributed by the Settlement Administrator within ten days of funding by  
20 Defendant.

21 **G. DUTIES OF THE PARTIES**

22 **1. Mutual Full Cooperation**

23 The Parties agree to cooperate fully with each other to accomplish and implement the terms of  
24 this Joint Stipulation. Such cooperation shall include, but not be limited to, execution of such other  
25 documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of  
26 this Joint Stipulation and/or revising this Joint Stipulation to comply with the above-entitled Court's  
27 requests. The Parties shall use their best efforts, including all efforts contemplated by this Joint  
28 Stipulation and any other efforts that may become necessary by Court Order, or otherwise, to  
20.

1 effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after execution  
2 of this Joint Stipulation, Class Counsel, with the cooperation of Defendant and its counsel, shall take  
3 all necessary and reasonable steps to secure the Court's Final Approval of the terms of this Joint  
4 Stipulation.

5 **2. Duty to Support and Defend the Settlement**

6 The Parties agree that the terms of the Joint Stipulation are fair and reasonable and will so  
7 represent to the Court. In addition, the mediator may, at his discretion, execute a declaration  
8 supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its  
9 discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair and  
10 reasonable. The Parties agree to abide by all of the terms of the Joint Stipulation in good faith and to  
11 support the Settlement fully, and to use their best efforts to defend this Settlement from any legal  
12 challenge, whether by appeal or collateral attack.

13 **H. MISCELLANEOUS PROVISIONS**

14 **1. Construction**

15 The Parties agree that the terms and conditions of this Joint Stipulation are the result of lengthy,  
16 intensive, arm's-length negotiations between the Parties and that this Joint Stipulation is not to be  
17 construed in favor of or against any party by reason of the extent to which any party or its counsel  
18 participated in its drafting.

19 **2. Choice of Law**

20 This Joint Stipulation is intended to and shall be governed by the laws of the State of California,  
21 without regard to conflicts of law principles.

22 **3. Captions and Interpretations**

23 Paragraph titles or captions contained herein are inserted as a matter of convenience and for  
24 reference only, and in no way define, limit, extend, or describe the scope of this Joint Stipulation or  
25 any provision thereof.

26 **4. Modification**

27 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by  
28 the Parties and approved by the Court. This Joint Stipulation may not be discharged except by  
21.

1 performance in accordance with its terms or by a writing signed by the Parties.

2 **5. Integration Clause**

3 This Joint Stipulation contains the entire agreement between the Parties relating to the  
4 Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous  
5 agreements, understandings, representations, and statements, whether oral or written, and whether by  
6 a party or such party's legal counsel, are merged herein. No rights under this Joint Stipulation may be  
7 waived except in writing.

8 **6. Interim Stay of Proceedings**

9 The Parties agree to stay all proceedings in the Action, subject to necessary compliance with  
10 the Court's orders, except such proceedings necessary to implement and complete the Settlement, in  
11 abeyance pending the Final Approval Hearing to be conducted by the Court.

12 **7. Jurisdiction of the Court**

13 Following entry of the Final Approval, the Court shall retain jurisdiction with respect to the  
14 interpretation, implementation, and enforcement of the terms of this Joint Stipulation and all orders  
15 and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense Counsel,  
16 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the  
17 Settlement embodied in this Stipulation and all orders and judgments entered in connection therewith.

18 **8. Invalidity of Any Provision**

19 Before declaring any term or provision of this Stipulation invalid, the Parties request that the  
20 Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent  
21 with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

22 **9. Successors and Assigns**

23 This Joint Stipulation shall be binding upon and inure to the benefit of the Parties and their  
24 respective heirs, trustees, executors, administrators, successors, and assigns.

25 **10. Publicity**

26 Plaintiffs and Class Counsel agree that they will not issue any press releases, initiate any  
27 contact with the press, respond to any inquiry from the press about this case, or otherwise publicize  
28 the Action, the facts of the Action, or the outcome of the mediation or Settlement. With the exception

1 of a general description of the case and total settlement amount, with no Party identifying information,  
2 Plaintiffs and Class Counsel also agree not to publish the terms of the Settlement or any related  
3 information on their website(s), for advertising purposes, and/or in publication materials generally  
4 available to the public. This provision shall not prevent Class Counsel from referring to this Settlement  
5 in court-filed “adequacy of counsel” showings in other class and representative actions.

6 **11. Class Counsel Signatories**

7 Because the Members of the Class are so numerous, the Parties agree that it is impossible or  
8 impractical to have each Class Participant and PAGA Employee sign this Joint Stipulation. Thus, it  
9 is agreed that, for purposes of seeking approval of the Class and PAGA Settlement, this Joint  
10 Stipulation may be executed on behalf of the Class by the Class Representatives and Class Counsel.

11 **12. Corporate Signatories**

12 Any person executing this Joint Stipulation or any such related document on behalf of a  
13 corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person  
14 has been duly authorized by such corporation to execute this Joint Stipulation or any such related  
15 document.

16 **13. Execution in Counterparts**

17 This Joint Stipulation shall become effective upon its execution by all of the undersigned  
18 Parties. The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts  
19 shall have the same force and effect as if all Parties had signed the same instrument.  
20  
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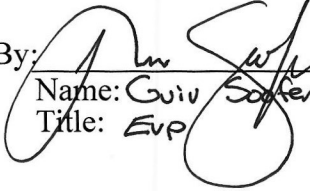
1 Dated: June <sup>29</sup>\_\_\_\_\_, 2021

ARLENE BANDRIL

2  
3 By: ABandril  
4 Named Plaintiff

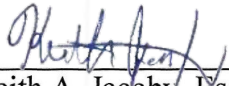
5  
6 Dated: June 30, 2021

PLASTIKON INDUSTRIES

7  
8 By:   
9 Name: Guiu Soifer  
10 Title: EVP


11 Dated: June\_\_\_\_\_, 2021

LITTLER MENDELSON, P.C.

12  
13 By:   
14 Keith A. Jacoby, Esq.  
15 Miranda A. Mossavar, Esq.  
16 James Becerra, Esq.  
17 Attorneys for Defendants, PLASTIKON  
18 INDUSTRIES

19 Dated: June 30, 2021

JUSTICE LAW CORPORATION

20 By:   
21 Douglas Han, Esq,  
22 Shunt Tatavos-Gharajeh, Esq,  
23 Phillip Song, Esq.  
24 Attorneys for Plaintiff, Arlene Bandril


25  
26  
27  
28



6/28/2021


1 Dated: June \_\_\_\_\_, 2021

MARIA REYES

2  
3  
4 By:  \_\_\_\_\_  
Named Plaintiff

5  
6 Dated: June 28, 2021

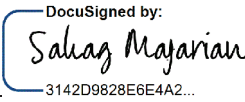
COHELAN KHOURY & SINGER

7  
8 By:  \_\_\_\_\_  
Michael D. Singer, Esq.  
Jeff Geraci, Esq.

9 Attorneys for Plaintiff, Maria Reyes

10  
11 Dated: June 28, 2021

LAW OFFICES OF SAHAG MAJARIAN II

12  
13 By:  \_\_\_\_\_  
3142D9828E6E4A2...  
Sahag Majarian II, Esq.

14 Attorneys for Plaintiff, Maria Reyes

15  
16 4825-4677-1952.1 / 110054-1003

# **EXHIBIT 1**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA, OAKLAND – ADMINISTRATION BUILDING

*Bandril v. Plastikon Industries, Case No. RG19038227*

*Reyes v. Plastikon Industries, Case No. RG20054268*

**NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

**If you are or were employed by Plastikon Industries as a non-exempt employee at any time between October 7, 2015 and April 8, 2021, you may be eligible to receive compensation from a class action and Private Attorney General Act (“PAGA”) settlement.**

- Non-exempt employees of Plastikon Industries filed a wage and hour class and PAGA action against Plastikon Industries on behalf of themselves and all other similarly situated individuals. Plastikon Industries denies all allegations.
- The parties, however, have reached a settlement that the Court has preliminarily approved on the ground that the settlement is fair, reasonable, adequate, and in the best interests of the class members.

*A court authorized this notice. This is not an advertisement.*

*This is not a lawsuit against you. You are not being sued.*

*But, your rights will be affected by this settlement.*

<b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND GET AUTOMATIC PAYMENT</b>	If you received this Notice of Class And PAGA Action Settlement, you will <u>automatically</u> receive your share of the settlement, unless you exclude yourself from the Individual Class Settlement Payment portion of the settlement. You do <u>not</u> need to submit a claim form to receive this payment.
<b>EXCLUDE YOURSELF</b>	<u>Get no payment for the Individual Class Settlement Payment portion of the release.</u> This is the only option that allows you to ever be part of any other wage and hour lawsuit against Plastikon Industries that involves the Class Claims made in this case during the time period covered by this case. But to pursue any claims you have individually, you will have to get your own attorney or represent yourself. You will still receive a payment of the Individual PAGA Payment for the PAGA portion of the settlement if the Court approves the PAGA settlement. You may not opt out of the PAGA settlement.
<b>OBJECT</b>	If you so choose, you may object to this settlement.

**PLEASE READ THIS NOTICE CAREFULLY.**

**Your rights will be affected by this settlement.**

1. Why did I get this notice? ..... Page 2

2. Why should I read this notice?..... Page 2

3. What is this case about?..... Page 2

4. Who are the parties in this case?..... Page 3

5. Why did Plastikon join in the settlement? ..... Page 3

6. How much is the settlement? ..... Page 3

7. How much will I receive from the settlement? ..... Page 3

8. What are my rights in this matter? ..... Page 4

9. What rights will I give up if I participate in this settlement?..... Page 4

10. Is there a trial date set for this class action?..... Page 4

11. Who are the attorneys representing the parties? ..... Page 5

12. How will the attorneys, class representatives and settlement administrator be paid? ..... Page 5

13. What if I need additional information?..... Page 5

***1. Why did I get this notice?***

**PAGA Employees:** You received this notice because Plastikon Industries’ business records indicate that you may have worked or continue to work for Plastikon Industries as a non-exempt employee in California between February 12, 2019 and April 8, 2021.

**Class Members:** You received this notice because Plastikon Industries’ business records indicate that you worked or continue to work for Plastikon Industries as a non-exempt employee in California between October 7, 2015 and April 8, 2021.

***2. Why should I read this notice?***

This notice is to let you know that the parties in a class and PAGA action filed against Plastikon Industries have reached a tentative settlement. Under California law, a class action settlement must be reviewed by a judge via a two-step process: preliminary approval and final approval. On \_\_\_\_\_, 2021, Judge Brad Seligman of the Superior Court of California, County of Alameda, Oakland – Administration Building, preliminarily approved the terms of this proposed settlement and ordered this notice to be mailed to all class members. The Court will hold a Final Approval Hearing concerning the proposed settlement on \_\_\_\_\_, 2021 at \_\_\_\_\_ .m. This notice tells you about your rights to share in the settlement or to potentially exclude yourself (otherwise known as “opting out”) from the Class Claims portion of the settlement.

### ***3. What is this case about?***

Plaintiffs claim that Plastikon Industries violated California wage and hour laws and unfair competition laws and seek to represent the below class of employees.

All current and former hourly-paid or non-exempt employees (either directly or through a staffing agency or labor contractor) of Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint [October 7, 2015] to [April 8, 2021].

Plaintiffs allege Class Claims that Plastikon Industries failed to pay wages, including minimum and overtime wages, failed to provide compliant meal and rest periods or pay premium wages in lieu thereof, failed to timely pay all wages due and owing to employees at the end of their employment, failing to provide accurate wage statements, and failed to reimburse necessary business expenditures.

Based on the above alleged violations, Plaintiffs also seek to recover penalties pursuant to Private Attorneys General Act (the PAGA Claim).

Plastikon Industries expressly denies all of these allegations and asserts that it has fully complied with all of its legal obligations under California law. The Court has not made any determination about the strengths and weaknesses of the claims.

### ***4. Who are the parties in this case?***

Ms. Arlene Bandril is a Plaintiff and Class Representative. Ms. Maria Reyes is a Plaintiff, Class Representative, and PAGA Representative. Plastikon Industries is the Defendant.

### ***5. Why did Plastikon Industries join in the settlement?***

Plastikon Industries has joined in the settlement only as a compromise because it wishes to finally, fully and completely resolve the dispute in the best interests of the Class. By agreeing to the terms of the settlement, Plastikon Industries does not admit any of the allegations in the case, that it has done anything wrong or that any Class Member or PAGA Employee has suffered any damage. As such, Plastikon Industries is not giving up its right to defend itself against any of the allegations involved in the lawsuit if this settlement fails for any reason.

### ***6. How much is the settlement?***

The Total Settlement Amount is \$2,250,000.00, which will cover settlement payments to all Class Members, settlement payments to all PAGA Employees, settlement administration fees, a class representative service payment to Plaintiffs Bandril and Reyes, a PAGA payment to the Labor and Workforce Development Agency, and Class Counsel's attorneys' fees and costs.

**YOU DO NOT NEED TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE YOUR SHARE OF THE SETTLEMENT.**

#### **Individual PAGA Payment**

Out of the Total Settlement Amount, Plastikon will pay an estimated \$200,000 as the PAGA Fund. 75% of the PAGA Fund, \$150,000, will be distributed to the State of California's Labor and Workforce Development Agency. The remaining 25% of the PAGA Fund, \$50,000 (the Net PAGA Settlement Amount), will be distributed to PAGA Employees on a *pro rata* basis based on the number of Pay Periods they worked between February 12, 2019 and April 8, 2021.

Pay Periods includes any Pay Period a PAGA Employee worked at least one day of a Pay Period and was not on vacation or on a leave of absence. PAGA Employees do not have the opportunity to exclude themselves from the

Individual PAGA Payment portion of the Settlement. If the Court approves the Settlement and you fall within the definition of PAGA Employees set forth above, you will receive an Individual PAGA Payment.

Individual PAGA Payments will be treated as miscellaneous income which shall be reported on an IRS 1099 without withholdings. PAGA Employees are responsible for any taxes owing on the Individual PAGA Payment.

### **Individual Class Settlement Payment**

Individual Class Settlement Payments will be paid from the Net Class and PAGA Settlement Amount, which is the amount remaining after deductions from the Total Settlement Amount for settlement administration fees, a class representative service payment, the PAGA Fund, and Class Counsel's attorneys' fees and costs.

Each Participating Class Member (Class Members who does not request exclusion from the settlement) will receive a *pro rata* portion of the Net Settlement Amount based upon the respective number of workweeks that he or she worked during the Class Period, October 7, 2015 to April 8, 2021, as compared to the total number of workweeks that all other Participating Class Members worked during the Class Period.

Workweeks include any weeks a Class Member worked at least one day of the week and was not on vacation or a leave of absence. Workweeks of Class Members who exclude themselves from the settlement will not be included in the total number of workweeks for purposes of calculating distribution of Individual Class Settlement Payments.

Each Individual Class Settlement Payment will be allocated as follows: 30% will be treated as unpaid wages, and 70% will be treated as interest and penalties. Plastikon Industries will pay its share of applicable employer-side payroll taxes on the wages portion of the settlement payments separately and in addition to the Total Settlement Amount. Participating Class Members are responsible for any taxes owing on the non-wage portion of their settlement payment.

**IF YOU DO NOT WANT TO PARTICIPATE IN THE INDIVIDUAL CLASS SETTLEMENT PAYMENT PORTION OF THE SETTLEMENT, YOU MUST RETURN AN OPT-OUT FORM TO THE SETTLEMENT ADMINISTRATOR POSTMARKED AND/OR RECEIVED BY THE SETTLEMENT ADMINISTRATOR NO LATER THAN \_\_\_\_\_, 2021. AN OPT-OUT FORM IS ENCLOSED WITH THIS NOTICE.**

### ***7. How much will I receive from the settlement?***

#### **PAGA Employees**

Plastikon Industries' business records indicate that you worked \_\_\_ Pay Periods during the period from February 12, 2019 through April 8, 2021 which is the relevant time period for the PAGA Claims. You will automatically be mailed a check for your pro rata share of the Net PAGA Settlement Amount. The amount you will receive is estimated to be \$\_\_\_\_\_.

#### **Class Members**

Plastikon Industries' business records indicate that you worked \_\_\_ weeks during the period from October 7, 2015 through April 8, 2021, which is the relevant time period for the Class Claims. If you do not opt-out of this Settlement, you will automatically be mailed a check for your pro rata share of the Net Class and PAGA Settlement Amount, which will be based on your total workweeks stated in this Notice. The amount you will receive is estimated to be \$\_\_\_\_\_.

#### **Disagreement With Total Workweeks Or Pay Periods**

If you disagree with your total workweeks or Pay Period as stated above, please contact the Settlement Administrator and (1), for purposes of the Class Claims portion of the settlement, provide the total number of relevant workweeks that you believe you worked as a non-exempt employee from October 7, 2015 through April 8, 2021 and/or (2), for purposes of the PAGA Claim portion of the settlement, the number of Pay Periods you worked from February 12, 2019 through April 8, 2021. You will need to submit supporting documentation of your claimed workweeks or Pay Periods by sending them to the Settlement Administrator, postmarked by no later than \_\_\_\_\_. The Settlement Administrator will review your claim and all supporting documentation that you provide and then will notify you of the final determination via written correspondence within 14 calendar days of their receipt of your supporting documentation.

## ***8. What are my rights in this case?***

If you are a Class Member or PAGA Employee as defined above, you have the following rights and options:

### **Participate In The Settlement**

**If you wish to participate in the settlement and receive compensation, you do not need to submit a claim form.** You will be mailed an Individual PAGA payment automatically. You will be mailed an Individual Class Settlement Payment automatically, unless you timely opt-out. As a Participating Class Member, you will be represented by Class Counsel, but you will not be charged for the services of Class Counsel.

### **Request Exclusion**

If you do not wish to participate in the Class Claim portion of the settlement or receive an Individual Class Settlement Payment, you must request exclusion by sending the Settlement Administrator an Opt-Out Form postmarked no later than \_\_\_\_\_, 2021. **If you request exclusion, you will receive no money from Class Claim portion of the settlement**, and you will be able to pursue any individual claims you may have against Plastikon Industries on your own behalf. You will, however, receive an Individual PAGA Payment and be bound by the settlement of the PAGA Claims. The settlement will also bind all Class Members who do not timely and properly request exclusion, absent good cause found by the Court.

### **Object To The Settlement**

If you are dissatisfied with the terms of the settlement, you may object to the settlement. Written objections and supporting papers must (a) be mailed to the Settlement Administrator, postmarked by \_\_\_\_\_ (b) clearly identify the case name and number (*Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227), (c) contain the your full name, current home (or mailing address) the last four digits of your social security number, and a current email address in the case remote court appearances are required, (d) clearly and concisely state all grounds for the objection, including any supporting documentation, (e) indicate whether the you are represented by counsel and, if so, identify such counsel and his/her email address, (f) indicate whether the you or your counsel intend to appear at the Final Approval Hearing, and (g) be signed by you or your attorney.

Even if you do not object in the manner state above, you may also appear at the Final Approval Hearing to orally object. .

**Even if you object to the settlement, you will still receive your pro rata share of the Net PAGA Settlement Amount and Net Class and PAGA Settlement Amount, if the court approves the settlement.**

### **Appear At The Final Approval Hearing**

The Court will hold the Final Approval Hearing in the Administration Building, 1221 Oak Street, Oakland, California 94612, on \_\_\_\_\_ at \_\_\_\_\_ in Department 23, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. **It is not necessary for you to appear at this hearing to participate in the settlement.** The Court may issue a tentative ruling the day before the Final Approval Hearing.

You may view the Court's tentative ruling by visiting the Court's public access system, "DomainWeb," at <https://publicrecords.alameda.courts.ca.gov/prs> and entering the case number (RG19038227), or by calling (866) 223-2244.

## ***9. What rights will I give up if I participate in this settlement?***

If the settlement is approved, each Participating Class Member and PAGA Employee releases and discharges the Released Parties, including Plastikon Industries, from certain claims and liabilities, as set forth below.

### **Release of PAGA Claims**

PAGA Employees will fully and finally release and discharge the Released Parties from all Released PAGA Claims, which covers the time period of February 12, 2019 to April 8, 2021. Released PAGA Claims means all PAGA Claims that were actually alleged or could have been alleged based on the facts set out in the operative First Amended Complaint, filed on February 16, 2021, in this Action by the Plaintiffs on behalf of themselves, the State of California and the PAGA Employees.

PAGA Employees cannot exclude themselves from the settlement of Released PAGA Claims, will be bound by the settlement as to Released PAGA Claims, and will receive an Individual PAGA Payment even if they exclude themselves from the Class Claims portion of the settlement.

### **Release of Class Claims**

Participating Class Members will fully and finally release and discharge the Released Parties from any and all liability for the Released Class Claims, which covers the time period from October 7, 2015 to April 8, 2021.

The Released Class Claims means all claims alleged or that could have been alleged in based on the facts pled in the operative First Amended Complaint, filed on February 16, 2021, by Plaintiffs on behalf of themselves and the Class Members. The Released Class Claims include the following: unpaid overtime wages, failure to provide compliant meal and rest periods or pay premium wages in lieu thereof, failure to timely pay all wages due and owing to employees at the end of their employment, failure to provide accurate wage statements, failure to reimburse necessary business expenditures, and unfair competition pursuant to Business & Professions Code section 17200.

### **Released Parties**

The Released Parties means Plastikon Industries and its respective parents, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns.

## ***10. Is there a trial date set for this class action?***

Currently, there is no trial date. If the settlement is not approved by the Court, the parties may proceed to trial.

## ***11. Who are the attorneys representing the parties?***

<b>Class Counsel - Attorneys for Plaintiff/Class Representative Arlene Bandril</b> Douglas Han dhan@justicelawcorp.com Shunt Tatavos-Gharajeh statavos@justicelawcorp.com Phillip Song psong@justicelawcorp.com	<b>Attorneys for Defendant Plastikon Industries</b> Keith A. Jacoby Miranda A. Mossavar James A. Becerra LITTLER MENDELSON, P.C. 2049 Century Park East, 5th Floor Los Angeles, CA 90067 Telephone: (310) 553-0308
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**12. How will the attorneys, class representative and settlement administrator be paid?**

Class Counsel have been working on this case well before the case was filed on October 7, 2019. They will apply for the customary fee of up to 35% of the Total Settlement Amount (i.e., \$787,500) and reimbursement of actual litigation costs incurred during the litigation which should not exceed \$40,000. Plastikon Industries will bear its own attorneys' fees and costs outside of this settlement. Class Counsel will further apply for a class representative service payment of \$10,000 to each Plaintiff to recognize Plaintiffs' services to the class action, giving a general release for all their claims (not just wage and hour claims) and for assuming the risk of paying the litigation costs incurred by Class Counsel and Plastikon Industries in the event of an unsuccessful outcome in this case at trial or on appeal. Additionally, the Court-appointed Settlement Administrator's costs (estimated to be approximately \$12,000.00 but potentially up to \$\_\_\_\_\_, depending on whether the class size increases during the settlement negotiation and approval process) associated with mailing and processing Class Members' claims will be deducted from the settlement fund.

**13. What if I need additional information?**

For a more detailed statement of the matters involved in the Action and the settlement, you may refer to the pleadings, the Joint Stipulation of Class Action and PAGA Settlement, and other papers filed in the Action. The operative First Amended Complaint and Joint Stipulation of Class Action and PAGA Settlement are available at: **[WEBSITE MAINTAINED BY CLAIMS ADMINISTRATOR OR PLAINTIFF'S COUNSEL]**.

The entire pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "DomainWeb," at <https://publicrecords.alameda.courts.ca.gov/PRS>. After arriving at the website, click the "Search By Case Number" link, then enter RG19038227 as the case number and click "SEARCH." Images of every document filed in the case may be viewed through the "Register of Actions" at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer kiosks available at each court location that has a facility for civil filings, including the Rene C. Davidson Courthouse, located at 1225 Fallon St., Oakland, CA 94612, or at the Hayward Hall of Justice, located at 24405

Amador St., Hayward, CA 94544, between 8:30 a.m. and 2:30 p.m., Monday through Friday, excluding Court Holidays.

All inquiries, opt-outs, or objections to the settlement, should be directed to:

**[SETTLEMENT ADMINISTRATOR].**  
**[ADDRESS]**  
**[TELEPHONE]**  
**[EMAIL]**

Refer to the Bandril v. Plastikon Industries Class Action Settlement.

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT  
THE PROPOSED SETTLEMENT OR THIS LAWSUIT**

**THE COURT HAS APPROVED THIS NOTICE.**

# **EXHIBIT 2**

**OPT-OUT CLASS ACTION FORM**

*Bandril v. Plastikon Industries*, Alameda County Superior Court Case No. RG19038227  
*Reyes v. Plastikon Industries*, Alameda County Superior Court Case No. RG20054268

To exclude yourself from this case you must fully complete, sign and return this Opt-Out form and send to:

[SETTLEMENT ADMINISTRATOR].

[ADDRESS]

[TELEPHONE]

[EMAIL]FacsimileYour signed request to opt out must be emailed or postmarked no later than **[45 day deadline]**, 2021. Opt-Out forms sent by email must be attached to the email as a pdf or image that is clear and readable.

My name is \_\_\_\_\_  
(Print full legal name)

Previous Name \_\_\_\_\_  
(If applicable, print previous name used while employed by Ulta)

My current address is \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State, Zip)

Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

I have carefully reviewed the Notice of Pendency of Class Action in this matter and have decided to request exclusion or “opt-out” from this Class Action lawsuit.

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date