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Attorneys for Plaintiff Javier Santiago, individually  
and on behalf of all others similarly situated  
and as a representative of aggrieved employees

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

JAVIER SANTIAGO, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No.: 21STCV25600  
*Assigned for all purposes to Hon.  
Stuart M. Rice, SSC-1*

~~PROPOSED~~ AMENDED  
ORDER:

- (1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;
- (2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;
- (3) APPROVING THE NOTICE OF SETTLEMENT; AND
- (4) SETTING A HEARING ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

**Date: August 26, 2022**  
**Time: 10:30 a.m.**  
**Dept.: 1**

**Complaint Filed: July 13, 2021**

**FILED**  
Superior Court of California  
County of Los Angeles  
**08/26/2022**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

1           The Court, having considered the Motion for Preliminary Approval of Class Action  
2 Settlement of Plaintiff Javier Santiago (“Plaintiff”), the Declaration of Aaron Gundzik, the  
3 Declaration of Plaintiff Javier Santiago, the Declaration of Galen Shimoda, and the  
4 Declaration of Phoenix Settlement Administrators, the First Amended Stipulation of Class  
5 Action and PAGA Settlement (“Stipulation” or “Settlement Agreement”) executed by  
6 Plaintiff and Defendants Univar Solutions, Inc. and Univar Solutions USA, Inc.  
7 (“Defendants” or “Univar”), the as well as the Notice of Proposed Class Action Settlement  
8 (“Notice of Settlement”) attached as Exhibit A to Exhibit 2 to the Declaration of Rebecca  
9 Gundzik in Further Support of Motion for Preliminary Approval, makes the following  
10 findings:

11           1.       The parties to this action are Plaintiff Javier Santiago (“Plaintiff”) and  
12 Defendants Univar Solutions, Inc. and Univar Solutions USA, Inc. (“Defendants” or  
13 “Univar”). Plaintiff seeks to represent a Class of all individuals who were employed by  
14 Defendants in California as non-exempt employees during the Class Period (July 13, 2017,  
15 through June 22, 2022).

16           2.       After participating in an arms-length mediation, Plaintiff and Defendants  
17 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks  
18 to represent. The terms of the proposed settlement are fully set forth in the Settlement  
19 Agreement (included as Exhibit 2 to the Declaration of Rebecca Gundzik in Further Support  
20 of Plaintiff’s Motion for Preliminary Approval).

21           3.       The terms of the proposed settlement include the following:

22                   a.       The proposed Class consists of all individuals who were employed by  
23 Defendants in California as non-exempt employees during the Class Period.

24                   b.       The Class Period shall begin on July 13, 2017 and end on June 22,  
25 2022.

26                   c.       The “PAGA Period” means the period beginning July 13, 2020,  
27 through June 22, 2022.

28

1           d.       In settlement, Defendants will pay the gross amount of \$2,750,000,  
2 plus the employer’s share of withholding taxes. From the gross settlement amount, the  
3 parties propose to deduct fees for settlement administration costs in the amount of \$10,000,  
4 a payment to the Labor and Workforce Development Agency (“LWDA”) of \$75,000 in  
5 settlement of claims under the California Labor Code Private Attorneys General Act  
6 (“PAGA”), a service and release payment in the amount of \$10,000 to Plaintiff, Class  
7 Counsel’s reasonable and actual costs in an amount not to exceed \$25,000, and Class  
8 counsel’s attorneys’ fees as approved by the Court, but not to exceed \$916,666.

9           e.       \$25,000 of the settlement amount will be distributed only to PAGA  
10 Employees, based on the formula specified in the Settlement Agreement.

11           f.       The amount remaining, after deductions approved by the Court, will  
12 be distributed to individual Settlement Class Members in accord with the formula specified  
13 in the Settlement Agreement.

14           4.       The Parties propose that notice of this proposed settlement be sent to all Class  
15 members by regular mail and that Class members shall have forty-five (45) days to opt out  
16 of or object to the settlement.

17           5.       The proposed Class counsel are experienced and in their view, the proposed  
18 settlement is fair and reasonable.

19           6.       The proposed settlement is fair and reasonable to Class members.

20           7.       The notice procedure set forth in the Settlement Agreement will adequately  
21 notify the Class of the settlement and of their right to opt out or object.

22           8.       The Settlement Agreement and Notice include a proposed release which will  
23 bind those Class members who do not opt out of the Class.

24           Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

25           1.       The motion is granted.

26           2.       The class action settlement, as set forth in the Settlement Agreement, is  
27 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

28

1           3.       The proposed class is provisionally certified as an opt-out class action under  
2 Section 382 of the Code of Civil Procedure and conditionally certified as an opt-in  
3 collective action under 29 U.S.C. § 216(b) solely for the purpose of the settlement of this  
4 matter, with the class defined as specified above and in the Settlement Agreement.

5           4.       Plaintiff Javier Santiago is appointed as the class representative for the  
6 provisionally-certified class.

7           5.       Aaron C. Gundzik, Rebecca G. Gundzik and Galen Shimoda are appointed as  
8 Class counsel for the provisionally-certified class.

9           6.       Phoenix Settlement Administrators is approved as the Settlement  
10 Administrator.

11          7.       The Notice of Settlement in substantially the form attached hereto as Exhibit  
12 1 is approved and the Settlement Administrator is authorized to send the Notice of  
13 Settlement to the provisionally-certified Class.

14          8.       The Court directs the settlement administrator to mail the Notice of  
15 Settlement to the Class members in a manner consistent with the Settlement Agreement.

16          9.       The Court preliminarily approves of the Class release in the Settlement  
17 Agreement.

18          10.      The Court directs that any and all objections to the Settlement be sent to the  
19 Settlement Administrator and postmarked no later than forty-five (45) calendar days after  
20 the Notice of Settlement is mailed or re-mailed.

21          11.      The Court directs that all requests for exclusion must be sent to the  
22 Settlement Administrator and postmarked no later than forty-five (45) calendar days after  
23 the Notice of Settlement is mailed or re-mailed.

24          12.      A Final Approval Hearing on the question of whether the proposed class  
25 settlement should be finally approved as fair, reasonable, and adequate as to the members  
26 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class  
27 Counsel's Costs, for approval of the service and release payments to the class  
28 representatives, for approval of the fees of the settlement administrator and for approval of

1 the payment to the LWDA in settlement of all PAGA claims is set for  
2 ~~Ø àì` æ` Å ÆGGH ÆFKHÁÈ È~~  
\_\_\_\_\_ in Department 1 of the above-entitled Court.

3 13. The Court orders that the papers in support of the final approval of the  
4 settlement and Plaintiff's award of attorneys' fees and costs shall be filed by ~~16 court days~~  
5 ~~before the hearing.~~ ~~Ræ` æ` Å ÆGGH È~~

6 14. Based on the terms of the Settlement Agreement, the following sets forth the  
7 proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendants to provide Class data to settlement administrator	within twenty-eight (28) calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten (10) calendar days of receipt of class data from Defendants
Deadline to dispute workdays, opt out of or object to settlement	within forty-five (45) days of mailing or re-mailing of Notice of Settlement
Deadline for settlement administrator to provide counsel with Declaration of Compliance and report regarding notice and exclusion process	5 days prior to deadline for filing motion for final approval
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	<del>16 court days before final approval hearing</del> <del>Ræ` æ` Å ÆGGH È</del>
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	<del>Ø àì` æ` Å ÆGGH ÆFKHÁÈ È</del> _____, <del>2022</del>

22 Dated: 08/26/2022



*Stuart M. Rice*

Hon. Stuart M. Rice  
Stuart M. Rice / Judge

# Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600

**If you have been employed in California by Univar Solutions Inc. or Univar Solutions USA Inc. as a non-exempt employee, you may be entitled to receive money from a class action settlement.**

*The Los Angeles County Superior Court authorized this notice.  
This is not a solicitation from a lawyer.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for Univar Solutions Inc. and/or Univar Solutions USA Inc. (“Defendants” or “Univar”) in California during the Class Period (July 13, 2017, through June 22, 2022). A hearing to determine whether the settlement should receive the Court’s final approval will be held on \_\_\_\_\_ at \_\_\_\_\_.m. in Department 1 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

**This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [45 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Defendants, as described in Section 8 of this Notice.**

**1. PURPOSE OF THIS NOTICE**

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Univar’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

**2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT**

The people eligible to receive a settlement payment are all non-exempt employees who worked for Univar in California between July 13, 2017, and June 22, 2022. You are receiving this notice because, according to Univar’s records, you may be eligible to participate in the settlement.

**3. DESCRIPTION OF THE ACTION**

A former employee of Univar filed a class action against Univar in the Los Angeles Superior Court. The case is called *Santiago v. Univar Solutions, Inc., et al.*, Case No. 21STCV25600 (the “Action”). The Action alleges that Plaintiff and other non-exempt employees of Defendants were not paid for all of their work, were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, were not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these facts and others, Plaintiff’s First Amended Complaint alleges causes of action for: (1) failure to pay for all time worked; (2) failure to pay overtime; (3) failure to provide meal and rest breaks; (4) failure to provide accurate wage statements; (5) failure to reimburse necessary expenditures; (6) violation of the Unfair Practices Act; (7) failure to pay all wages owed at termination; (8) failure to comply with employee request for records; and (9) recovery of civil penalties under PAGA.

Univar denies all of Plaintiff’s allegations and denies any wrongdoing. Among other things, Univar contends that all employees have been properly compensated and that Univar complied with all applicable laws.

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by Univar. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for \_\_\_\_\_, 2022 at \_\_\_\_\_.m. (the “Final Approval Hearing”).

#### 4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiff and the class (“Class Counsel”) are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Galen Shimoda Shimoda Law Corp. 9401 E. Stockton Blvd., Suite 200 Elk Grove, CA 95624 Telephone: (916) 525-0716 Facsimile: (916) 760-3733
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Attorneys representing Univar are:

Rebecca Aragon James Becerra Littler Mendelson, P.C. 633 West Fifth Street, 63 <sup>rd</sup> Floor, Los Angeles, CA 90017 Telephone: (213) 443-4300 Facsimile: (213) 443-4299
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#### 5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action And PAGA Settlement (“Settlement Agreement”), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: [www.\\_\\_\\_\\_\\_](http://www._____).

Univar has agreed to pay \$2,750,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys’ fees and costs, a service and release award to the Plaintiff, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$1,688,334, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys’ Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$916,666 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys’ fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award in an amount not to exceed \$10,000, in addition to the amount he will receive as a member of the class and/or as a PAGA Employee, to compensate him for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to Univar. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.



(c) **Settlement Administration Costs:** The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$10,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) **Payments for PAGA Penalties:** Subject to the Court's approval, a total of \$100,000 will be deducted from the Gross Settlement Amount and allocated to settle allegations that Defendants owe penalties to the state for alleged violations of the California Labor Code. Of this amount, \$75,000 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other 25%, which is \$25,000, will be distributed to class members who worked for Univar at any time during the PAGA Period, which is from July 13, 2020, through June 22, 2022 ("PAGA Employees"). Each PAGA Employee's portion of the \$25,000 in penalties will be calculated by dividing the individual's number of pay periods during the PAGA Period by the total number of pay periods worked during the PAGA Period by all Class Members and multiplying the resulting fraction by \$25,000.

(e) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount.. A qualifying workweek is a full or partial week that a class member worked for Defendants during the Class Period.

## 6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Univar's records, you worked a total of \_\_\_ qualifying workweeks during the Class Period as a Class Member. Univar's records also show that you worked a total of \_\_\_ pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$\_\_\_\_\_. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period.

**To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

## 7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, your Class settlement payment will be considered one-third as wages, to be reported as W-2 income, to be reported on a W-2 form, one-third as interest and one-third as penalties and reimbursement, which will both be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Amount will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## 8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release Univar and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all causes of action and factual or legal theories arising during the Class Period that were

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

alleged in the Complaint or could have been alleged from the factual or legal theories alleged in the Complaint, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The Release Period for the Released Claims shall be the Class Period.

**B. Release by Class Members who worked for Univar During the PAGA Period.**

If you worked for Univar at any time from July 13, 2020 through June 22, 2022, you will receive a payment that is your share of the PAGA Employee Portion and you will release Univar and all of its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from any and all PAGA claims, causes of action and legal theories for recovery of civil penalties asserted in the Complaint or Plaintiff's July 13, 2021 letter to California's Labor and Workforce Development Agency ("PAGA Letter"), as well as PAGA claims, causes of action and legal theories that could have been asserted in the Complaint or PAGA Letter that are based upon the same or similar facts, allegations and/or claims, including, without limitation, PAGA claims for violations of or based on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1194.2, 1197, 1197.1, and 2802. PAGA Employees shall not waive section 1542 of the California Civil Code, which occurred during the PAGA Period. You cannot exclude yourself from this release.

**9. YOUR OPTIONS**

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

**(a) You Can Do Nothing.**

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

**(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.**

You can contest the number of qualifying workweeks or pay periods attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **[45 days from mailing]**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

**(c) You Can Exclude Yourself from the Settlement Class.**

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[45 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

that do not include all required information, or that are not postmarked on or before **[45 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Univar.

**Please note, however**, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for Univar at any time between July 14, 2020, and June 22, 2022, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

**(d) You Can Object to the Settlement.**

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objection to the Settlement Administrator at the address specified in Section 12 below. The deadline to postmark your objection is **[45 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Santiago v. Univar Solutions, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV25600).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

The Court will hear from any class member who attends the Final Approval Hearing and asks to speak about his or her objection, even if the class member did not submit a written objection.

**(e) You Can Attend the Final Approval Hearing**

Regardless of which option you choose, you may attend the Final Approval Hearing and address the Court regarding the proposed settlement. Information about the Final Approval Hearing is contained in section 10 of this Notice.

**10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on \_\_\_\_\_, 2022 at \_\_\_\_\_.m., in Department 1 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by audio or video. Please review the Court's website at <https://my.lacourt.org/laccwelcome> and choose the "Civil" option for directions.

**11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www.\\_\\_\\_\\_\\_.org](http://www._____.org) or you may contact the Settlement Administrator as follows:

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: 1-800-523-5773  
Facsimile: 949-209-2503  
Email: [Notice@phoenixclassaction.com](mailto:Notice@phoenixclassaction.com)  
Website: \_\_\_\_\_

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, effective Monday, April 4, 2022, face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY  
IF YOU HAVE A CHANGE OF ADDRESS**

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

**FOR MORE INFORMATION CALL 1-800-\_\_\_\_\_.**

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**PROOF OF SERVICE**

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

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On July 29, 2022, I served the following document described as

- **[PROPOSED] AMENDED ORDER**

on the interested parties in this action:

**(X)** by serving ( ) the original **(X)** true copies thereof as follows:

*Please see attached service list*

<p><b>( ) BY MAIL</b> I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p><b>( ) BY FACSIMILE TRANSMISSION</b> I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818)918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p><b>( ) BY OVERNIGHT DELIVERY</b> Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p><b>(XX) BY ELECTRONIC TRANSMISSION</b> I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.</p>

**(X) STATE** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

**( ) FEDERAL** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

**(X) EXECUTED** on July 29, 2022, at Sherman Oaks, California.



\_\_\_\_\_  
*Nicole Salazar*

# Case Anywhere Electronic Service List

Case Name: **Santiago, et al. v. Univar Solutions Inc., et al.**

Case Info: **21STCV25600, Los Angeles Superior Court**

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