

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: ESPINOSA vs. STATES DRAWER BOX SPECIALTIES, LLC, a Delaware limited liability compant

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

CASE NUMBER:
30-2021-01197170-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order Granting Preliminary Approval of Class Action Settlement dated 09/19/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on September 19, 2022, at 2:29:21 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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Clerk of the Court, by:



_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SEP 19 2022

DAVID H. YAMASAKI, Clerk of the Court

BY LM DEPUTY

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15 Attorneys for Plaintiff
16 GERMAN ESPINOSA

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

GERMAN ESPINOSA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

STATES DRAWER BOX SPECIALTIES,
LLC, a Delaware limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01197170-CU-OE-CXC
*[Assigned for all purposes to Honorable Glenda
Sanders – Department – CX101]*

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 2, 2022
Time: 1:30 pm
Dept.: CX101

Complaint Filed: April 23, 2021
FAC Filed: June 28, 2021
Trial Date: Not Set

1 **ORDER**

2 The Court, having considered (1) Plaintiff German Espinosa’s (hereinafter “Plaintiff”) Motion for Preliminary Approval of Class Action Settlement (“Motion”), the memorandum of points and authorities in support thereof, and the supporting declarations filed therewith, and (2) Plaintiff’s Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement, and the Supplemental Declaration of Sam Sani filed therewith, including the revised Stipulation of Settlement (“Settlement”) attached as Exhibit B to the Supplemental Declaration of Sam Sani filed in support of the Motion (ROA No. 92), and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

10 1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class on questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

17 All current and former non-exempt employees of States Drawer Box Specialties, LLC in California at any time from April 23, 2017 through June 30, 2022.

19 2. For purposes of the Settlement, the Court designates named Plaintiff German Espinosa as Class Representative, and designates Paul K. Haines of Haines Law Group, APC, and Sam Sani of Sani Law, APC as Class Counsel.

22 3. The Court designates Phoenix Class Action Administration Solutions as the third-party Claims Administrator for mailing notices.

24 4. The Court approves, as to form and content, the Notice Packet, comprised of the (1) Class Notice, (2) Notice of Settlement Award, (3) Request for Exclusion Form, and (4) the Objection Form, which are attached as Exhibits D, F, and G to the Supplemental Declaration of Sam Sani filed in support of the Motion (**ROA No. 92**), and attached hereto as **Exhibit A**.

1 5. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to members of the
3 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
4 valid, due, and sufficient notice to all members of the Settlement Class. The form and method of
5 giving notice complies fully with the requirements of California Code of Civil Procedures § 382,
6 California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and
7 United States Constitutions, and other applicable law.

8 6. The Court further approves the procedures for Settlement Class members to opt
9 out of or object to the Settlement, as set forth in the Notice Packet and the Settlement.

10 7. The procedures and requirements for filing objections in connection with the Final
11 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
12 presentation of any Settlement Class Member’s objection to the Settlement, in accordance with
13 the due process rights of all Settlement Class Members.

14 8. The Court directs the Claims Administrator to mail the Notice Packet attached
15 hereto as **Exhibit A** to the members of the Settlement Class in accordance with the terms of the
16 Settlement.

17 9. The Class Notice shall provide at least 60 calendar days’ notice for members of
18 the Settlement Class to submit disputes, opt out of, or object to the Settlement.

19 10. The Final Approval Hearing on the question of whether the Settlement should be
20 finally approved as fair, reasonable, and adequate is scheduled in Department CX101 of this
21 Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, on January 27, 2023 at
22 1:30 p.m.

23 11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
24 should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a
25 judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff’s
26 application for an enhancement payment, claims administration costs, Labor and Workforce
27 Development Agency’s (“LWDA”) share of PAGA penalties, and Class Counsel’s attorneys’ fees
28 and costs should be granted.

1 12. Counsel for the Parties shall file memoranda, declarations, or other statements and
 2 materials in support of their request for final approval of Plaintiff’s application for an
 3 enhancement payment, claims administration costs, and Class Counsel’s attorneys’ fees and costs
 4 no later than 20 calendardays prior to the Final Approval Hearing.

5 13. An implementation schedule is below:

Event	Date
6 Defendant States Drawer Box Specialties, LLC 7 (“Defendant”) to provide class contact information to 8 Claims Administrator no later than: 9 10	_____ (Within 10 calendar days after entry of Order granting preliminary approval of Settlement)
11 Claims Administrator to mail the Class Notice to the 12 Settlement Class no later than: 13 14	_____ (Within 7 calendar days from Claims Administrator’s receipt of class contact information from Defendant)
15 Deadline for Class Members to submit disputes, request 16 exclusion from, or object to the Settlement: 17	_____ (Within 60 calendar days of the date of the Claims Administrator’s initial mailing of the Class Notice to Settlement Class)
18 Final Approval Hearing: 19	January 27, 2023 at 1:30 p.m. in Dept. CX101

20 14. Pending the Final Approval Hearing, all proceedings in this action, other than
 21 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
 22 Order, are stayed.

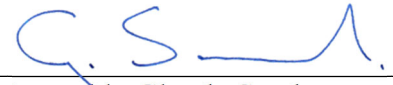
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15. Counsels for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: September 19, 2022



Honorable Glenda Sanders
Judge of the Superior Court

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EXHIBIT A

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 COUNTY OF ORANGE

3 GERMAN ESPINOSA, individually and on behalf of
4 all others similarly situated,

5 Plaintiff,

6 v.

7 STATES DRAWER BOX SPECIALTIES, LLC, a
8 Delaware limited liability company; and DOES 1
9 through 100, inclusive,

10 Defendants.

Case No. 30-2021-01197170-CU-OE-CXC

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees of States Drawer Box Specialties, LLC in California at any time from April 23, 2017 through June 30, 2022.

**THIS NOTICE HAS BEEN PROVIDED IN BOTH ENGLISH AND SPANISH
PLEASE READ CAREFULLY**

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

**YOU MUST UPDATE THE CLAIMS ADMINISTRATOR REGARDING ANY CHANGES TO YOUR
ADDRESS THROUGH DECEMBER 31, 2022 IF YOU WISH TO ENSURE RECEIPT OF YOUR
INDIVIDUAL SETTLEMENT PAYMENT**

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in the matter of *German Espinosa v. States Drawer Box Specialties, LLC*, Orange County Superior Court Case No. 30-2021-011971170-CU-OE-CXC (the "Complaint" or "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. States Drawer Box Specialties, LLC's ("DBS") records show that you were a non-exempt employee who worked for DBS between April 23, 2017 through June 30, 2022 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff German Espinosa brought this Lawsuit against Defendant States Drawer Box Specialties, LLC ("Defendant") on a class action basis on behalf of a class of all current and former non-exempt employees of Defendant who worked in the State of California during the period from April 23, 2017 through June 30, 2022. Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

The Lawsuit alleges that Defendant: (i) failed to pay non-exempt employees all minimum wages and overtime wages owed due to Defendant's minimum wage and overtime wage policies/practices; (ii) failed to provide meal periods in accordance with California law or pay meal period premiums for missed and/or non-compliant meal periods; (iii)

1 failed to authorize and permit rest periods in accordance with California law or pay rest period premiums for missed
2 and/or non-compliant rest periods, (iv) failed to issue accurate and complete itemized wage statements to non-exempt
3 employees, (v) failed to pay all final wages owed to non-exempt employees who separated their employment from
4 Defendant, (vi) engaged in unlawful business practices pursuant to California Business and Professions Code sections
5 17200, *et seq.*; and (vii) are liable for civil penalties under the Labor Code Private Attorneys General Act of 2004
6 (“PAGA”), Labor Code sections 2698, *et seq.* Defendant denies that it has done anything wrong. Defendant also
7 denies that it owes Settlement Class Members any wages, restitution, penalties, damages, or other amounts.
8 Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission
9 of liability on the part of Defendant, by whom all liability is expressly denied.

10 The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and
11 interference with their business operations, Defendant has concluded that it is in its best interest and the interests of
12 Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. Defendant provided relevant
13 information to Class Counsel and the Settlement was reached after a mediation.

14 The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses
15 to liability potentially available to Defendant, the risk of denial of class certification, the inherent risk of trial on the
16 merits, and the delays and uncertainties associated with litigation.

17 **If you are still employed by States Drawer Box Specialties, LLC, or its related companies, your decision about**
18 **whether to participate in the Settlement will not affect your employment. California law and Defendant’s**
19 **policy strictly prohibit unlawful retaliation.** Defendant will not take any adverse employment action against or
20 otherwise target, retaliate, or discriminate against any Settlement Class Member because of his/her decision to either
21 participate or not participate in the Settlement.

22 ***Who are the Attorneys?***

<p>23 Attorneys for Plaintiff/Settlement Class:</p> <p>24 HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, CA 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com</p> <p>25 SANI LAW, APC Sam Sani ssani@sanilawfirm.com 15720 Ventura Blvd., Suite 405 Encino, CA 91436 Tel: (310) 935-0405 Fax: (310) 935-0409 www.sanilawfirm.com</p>	<p>26 Attorneys for States Drawer Box Specialties, LLC:</p> <p>27 CURRIER & HUDSON, APC Kendall C. Swanson kendall@currierhudson.com Jacob G. Grillot jake@currierhudson.com P.O. Box 910329 San Diego, California 92191 Tel: (619) 866-6159 Fax: (619) 793-4731 www.currierhudson.com</p>
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28 ***Who is the Claims Administrator?***

<p>Phoenix Class Action Administration Solutions [Fill in Contact Info]</p>	
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What are the terms of the Settlement?

1 On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all
2 current and former non-exempt employees who worked for Defendant in California during the Class Period
3 (“Settlement Class Members”). Settlement Class Members who do not opt out of the Settlement pursuant to the
4 procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as
5 described below.

6 Defendant has agreed to pay \$350,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the
7 Lawsuit, including payments to Settlement Class Members, Class Counsel’s attorneys’ fees and expenses, claims
8 administration costs, and the Class Representative Enhancement Payment.

9 The following deductions from the Maximum Settlement Amount will be requested by the parties:

10 Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Settlement Class
11 Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all
12 litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’
13 fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally
14 responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to thirty-three
15 and one-third percent of the Maximum Settlement Amount, which is currently estimated at \$116,666.66, as
16 reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit
17 through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$20,000.00 in verified
18 costs incurred in connection with the Lawsuit.

19 Claims Administration Costs. The Court has approved Phoenix Class Action Administration Solutions to act as
20 the “Claims Administrator,” who is sending this Notice to you and will perform many other duties relating to the
21 Settlement. The Court has approved setting aside up to \$7,000.00 from the Maximum Settlement Amount to pay
22 the claims administration costs.

23 Enhancement Payment to Class Representative. Class Counsel will ask the Court to award the Class
24 Representative an enhancement payment in the amount of \$10,000.00 for his services and extra work provided
25 on behalf of the Settlement Class Members.

26 PAGA Payment to State of California. The parties have agreed to allocate \$20,000.00 towards the Settlement of
27 the PAGA claims in the Lawsuit. \$7,500.00 will be paid to the State of California Labor and Workforce
28 Development Agency, representing its 75% share of the civil penalties. The remaining \$2,500.00 (the “PAGA
Amount”) will be allocated to Settlement Class Members who were employed by Defendant at any time from
April 23, 2020 through June 30, 2022 (the “PAGA Period”) based on the proportionate number of workweeks
that they worked during the aforementioned time period. Each Settlement Class Member who was employed by
Defendant during the PAGA Period will be issued a check for their share of the PAGA Amount regardless of
whether the Settlement Class Member submits a timely and valid Request for Exclusion from the Settlement as
described below.

29 Calculation of Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above,
30 the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to
31 all participating Settlement Class Members who do not submit a valid and timely Request for Exclusion from the
32 Settlement. The Net Settlement Amount is estimated at approximately \$176,333.34, and will be divided as follows:

- 33 (i) Ten percent (10%) of the Net Settlement Amount shall be designated as the “Wage Statement
34 Amount.” Each participating Settlement Class Member who was employed by Defendant at any
35 time from April 23, 2020 to June 30, 2022 shall receive a portion of the Wage Statement Amount
36 proportionate to the number of workweeks that he or she worked during the aforementioned time
37 period.
- 38 (ii) Fifteen percent (15%) of the Net Settlement Amount shall be designated as the “Waiting Time
Amount.” Each participating Settlement Class Member who separated their employment with
Defendant between April 23, 2018 and June 30, 2022 shall receive an equal, pro-rata share of the
Waiting Time Amount.

- 1 (iii) The remainder of the Net Settlement Amount will be distributed to each participating Settlement
2 Class Member based on their proportionate number of workweeks worked during the Class Period,
3 by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the
4 Settlement Class Member's total workweeks worked during the Class Period, and the denominator
5 of which is the total workweeks worked by all Settlement Class Members during the Class Period.

6 Payments to Settlement Class Members. If the Court grants final approval of the Settlement, and after Defendant has
7 fully funded the Maximum Settlement Amount, Individual Settlement Payments will be mailed to all Settlement Class
8 Members who did not submit a valid and timely Request for Exclusion Form from the Settlement. Defendant has
9 agreed to pay the Maximum Settlement Amount within thirty days of when the Court grant final approval of the
10 Settlement. No Individual Settlement Payments will be distributed until after Defendant has fully paid the Maximum
11 Settlement Amount. Each Settlement Class Member who receives an Individual Settlement Payment must cash that
12 check within 180 days from the date the Claims Administrator mails the check. Any funds payable to a Settlement
13 Class Member whose checks remain uncashed 180 calendar days after such checks are mailed by the Claims
14 Administrator shall become void, and the funds associated with such voided checks, plus any accrued interest that has
15 not otherwise been distributed shall be distributed to the Controller of the State of California to be held pursuant to the
16 Unclaimed Property Law, California Civil Code section 1500 et seq., for the benefit of those Settlement Class
17 Members who did not cash their checks until such time that they claim their property.

18 Allocation and Taxes. For tax purposes, each Individual Settlement Payment shall be treated as follows: one-fifth as
19 "wages," for which an IRS Form W-2 will be issued; and four-fifth as penalties and interest, for which an IRS Form
20 1099 will be issued. Settlement Class Members are responsible for the proper income tax treatment of the Individual
21 Settlement Payments. Defendant shall pay its normal company share of payroll taxes on all wages paid as part of this
22 Settlement separate and apart from the Maximum Settlement Amount. The Claims Administrator, Defendant and its
23 counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with
24 their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

25 Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not
26 submitted a timely and valid Request for Exclusion from the Settlement, will release and discharge Defendant, its past
27 or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,
28 consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates,
parents, and attorneys (collectively the "Released Parties") from any and all federal and state wage-and-hour claims,
demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, that
were or could have been asserted based on the factual allegations in the Complaint by Plaintiff against Defendant,
including, without limitation, all of the following: (a) statutory, constitutional, contractual, or common law claims for
unpaid wages, overtime, restitution, interest, liquidated damages and/or penalties; (b) claims for any alleged
underpayment of wages, including failure to pay all minimum wages and overtime wages owed; (c) claims for failure
timely to pay wages when due; (d) claims for failure to provide compliant meal periods or pay meal period premiums
for missed and/or non-compliant meal periods; (e) claims for failure to authorize and permit compliant rest periods or
pay rest period premiums for missed and/or non-compliant rest periods; (f) claims for failure to keep accurate records
of non-exempt employees' hours worked and wages earned; (g) claims for wage statement violations; (h) waiting time
penalties under Labor Code section 203 deriving from the same underlying violations; (i) unfair business practices
under California Business & Professions Code section 17200 et seq., (j) liquidated damages, interest, attorney's fees,
litigation costs, restitution, or equitable relief (collectively, the "Released Claims"). The period of the Released Claims
shall extend from April 23, 2017 through June 30, 2022 (the "Class Period").

29 PAGA Release. Regardless of whether Settlement Class Members submit a timely and valid Request for Exclusion
30 from the Settlement, Settlement Class Members will release all claims for civil penalties under the California Labor
31 Code Private Attorney General Act, Labor Code section 2698 et seq ("PAGA") with respect to the underlying wage
32 and hour claims that were pled or that could have been pled in the Complaint and in Plaintiff's April 23, 2021 letter
33 to the Labor and Workforce Development Agency (the "PAGA Released Claims"). The period of the PAGA Released
34 Claims shall extend from April 23, 2020 through June 30, 2022 (the "PAGA Period").

1 Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final
2 Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the
3 Settlement Class, and the entry of a Judgment.

3 ***How can I claim money from the Settlement?***

4 Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment based on the number of
5 workweeks you worked during the relevant time periods, as stated in the enclosed Notice of Settlement Award. You
6 will also be bound by the Settlement, including the release of claims stated herein.

6 ***What other options do I have?***

7 Disputing Information in Notice of Settlement Award. As stated above, your Individual Settlement Payment is based
8 on the number of workweeks you worked during the relevant time periods. The information contained in Defendant's
9 records regarding this factor, along with your estimated Individual Settlement Payment, is listed on the accompanying
10 Notice of Settlement Award. If you disagree with what is contained in your Notice of Settlement Award, you may
11 submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of
12 Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than
13 **<<RESPONSE DEADLINE>>.** **DOCUMENTATION SENT TO THE CLAIMS ADMINISTRATOR WILL**
14 **NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.**

11 The Claims Administrator shall have the initial responsibility of resolving all disputes that arise during the claims
12 administration process, including, without limitation, disputes (if any) regarding the calculation of Individual
13 Settlement Payments, the allocation of W-2 wages, and the number of workweeks worked. Where the information
14 submitted by Defendant from its records differs from the information submitted by the Settlement Class Member, the
15 Claims Administrator shall request a conference call between the Claims Administrator, Class Counsel, and defense
16 counsel to discuss and resolve the dispute. In advance of the conference call, the Claims Administrator shall fax or
17 email copies of all available information to all counsel. The parties will resolve all disputes jointly, which shall be
18 final and binding on any Class Member disputes, and shall thereafter instruct the Claims Administrator how to proceed
19 in processing the disputed claim. If the parties cannot reach agreement, disputes shall be referred to the Court for a
20 final determination at the Final Approval Hearing.

17 Excluding Yourself from the Settlement. If you **do not** wish to take part in the Settlement or if you wish to bring your
18 own individual lawsuit against Defendant, you may exclude yourself by completing and returning to the Claims
19 Administrator the enclosed Request for Exclusion Form ("Request for Exclusion") postmarked no later than
20 **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, and your signature.

19 Send the Request for Exclusion Form directly to the Claims Administrator at **<<INSERT ADMINISTRATOR**
20 **CONTACT INFO>>**. Any person who submits a timely Request for Exclusion Form shall, upon receipt, no longer
21 be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive
22 no benefits from the Settlement. **Do not submit both an Objection Form and a Request for Exclusion Form.** If
23 you do, the Request for Exclusion Form will control and the objection will be deemed moot, as you will no longer be
24 considered a member of the Settlement Class.

23 However, if you are a member of the Class who was employed by Defendant at any time during the PAGA Period,
24 you will (1) be issued a check for your share of the PAGA Amount, as defined on page three above, regardless of
25 whether you submit a valid request to be excluded from the Settlement; and (2) you shall be deemed to have released
26 the Released Parties of all PAGA Released Claims during the PAGA Period.

25 Objecting to the Settlement. If you do not submit a Request for Exclusion Form, you have the right to object to the
26 terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the
27 Settlement. If you wish to object to the Settlement, or any portion of it, you have two options. First, you may complete
28 and return by mail the enclosed Objection Form to the Claims Administrator. Your Objection Form must include your
name, address, telephone number, each specific reason in support of your objection, and any legal or factual support
for each objection together with any evidence in support of your objection. Your written Objection Form must be
postmarked on or before **<<RESPONSE DEADLINE>>**. Second, you may object to the Settlement by appearing at

1 the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE>> in Department CX101 of the
2 Orange County Superior Court, Central Justice Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. You have
3 the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent
4 an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all
5 parties on or before <<RESPONSE DEADLINE>>.

6 All written objections or other correspondence must state the name and number of the case, which are *German*
7 *Espinosa v. States Drawer Box Specialties, LLC*, Orange County Superior Court Case No. 30-2021-011971170-CU-
8 OE-CXC.

9 If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the
10 Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do
11 not object.

12 ***What is the next step?***

13 The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on
14 <<FINAL APPROVAL HEARING DATE>>, in Department CX101 of the Orange County Superior Court, Central
15 Justice Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. The Court will also be asked to rule on Class
16 Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Enhancement
17 Payment to the Class Representative. **You are not required to attend the Final Approval Hearing, although any
18 Settlement Class Member is welcome to attend the hearing.**

19 ***How can I get additional information?***

20 This Notice is only a summary of the Lawsuit and the Settlement. For more information, the relevant documents
21 related to the Settlement Agreement, including notice of final judgment, can be accessed for free at the following
22 website: [REDACTED] **TO INCLUDE STATIC WEBSITE WHERE DOCUMENTS, INCLUDING SETTLEMENT
23 AGREEMENT & NOTICE OF FINAL JUDGMENT, CAN BE DOWNLOADED AS PDFS]**

24 You may also contact Class Counsel using the contact information listed above for more information.

25 **PLEASE DO NOT CALL OR WRITE THE COURT, STATES DRAWER BOX SPECIALTIES, LLC, OR
26 ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

27 ***REMINDER AS TO TIME LIMITS***

28 The deadline for submitting any disputes, a Request for Exclusion Form, or an Objections Form is <<RESPONSE
DEADLINE>>. These deadlines will be strictly enforced.

1 **NOTICE OF SETTLEMENT AWARD**

2 *German Espinosa v. States Drawer Box Specialties, LLC*
3 ORANGE COUNTY SUPERIOR COURT CASE NO. Case No. 30-2021-011971170-CU-OE-CXC

4 Please complete, sign, date, and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your
5 personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below.
6 It is your responsibility to keep a current address on file with the Claims Administrator.

7 **(I) Please type or print your name:**

8 _____
9 (First, Middle, Last)

10 **(II) Please type or print the following identifying information if your contact information has changed:**

11 _____
12 Former Names (if any)

13 _____
14 New Street Address

15 _____
16 City State Zip Code

17 **(III) Information Used to Calculate Your Individual Settlement Payment:**

18 According to States Drawer Box Specialties, LLC’s (“DBS”) records:

19 (a) you worked for DBS in California from _____ to _____;

20 (b) you worked _____ workweeks between April 23, 2020 and June 30, 2022 for SDBS;

21 (c) you worked _____ workweeks between April 23, 2018 and June 30, 2022 for SDBS; and

22 Based on the above, your Individual Settlement Payment is estimated at \$ _____.

23 **(IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain why in the space
24 provided below and include copies of any supporting evidence or documentation with this form:**

25 _____
26 _____
27 _____
28 _____

If you dispute the above information from DBS’s records, DBS’s records will control unless you are able to provide documentation that establishes otherwise and that DBS’s records are mistaken. If there is a dispute about whether DBS’s information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the parties and the Claims Administrator as described in the “Notice of Pendency of Class Action and Proposed Settlement” that accompanies this form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

1 **OBJECTION FORM**

2 *German Espinosa v. States Drawer Box Specialties, LLC*
3 ORANGE COUNTY SUPERIOR COURT CASE NO. Case No. 30-2021-011971170-CU-OE-CXC

4 **COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE**
5 **CLASS ACTION SETTLEMENT**

6 **In order for you to object in writing to the Class Action Settlement entitled *German Espinosa***
7 ***v. States Drawer Box Specialties, LLC* you must complete all steps listed in 1-4 below.**

8 **You are not required to appear in Court in order to object to the Settlement but may appear**
9 **if you wish to do so.**

10 1. Provide the following information:

11 Your Name (Please Print): _____
12 (First) (Middle) (Last)

13 Your Address: _____

14 Telephone No.: _____

15 2. Describe your objection to the Settlement (please attach additional documents if you need more
16 space):

17 _____

18 _____

19 _____

20 3. Date and sign this form below:

21 Dated: _____ Signature: _____

22 4. **MAIL A COPY OF THIS COMPLETED FORM TO THE SETTLEMENT**
23 **ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO**
24 **LATER THAN <<RESPONSE DEADLINE>>.**

25 *German Espinosa v. States Drawer Box Specialties, LLC*
26 Phoenix Class Action Administration Solutions
27 [Fill in Contact Info]
28