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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

ROSA GUARDADO, individually and as a
private attorney general;
Plaintiff,
vs.
MULTI-PAK CORPORATION, a California
corporation; STAFFMARK INVESTMENT
LLC, doing business as Advantage
Resourcing, a Delaware corporation; and
DOES 1 through 50, inclusive,
Defendants.

Case No.: 20STCV45681

**STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Assigned for all purposes to Judge Ronald S.
Draper, Dept. 78

Action Filed: November 25, 2020

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Attorneys for Defendant
MULTI-PAK CORPORATION

1 IT IS HEREBY STIPULATED, by and between Plaintiff Rosa Guardado (“Plaintiff”),
2 individually and on behalf of all others similarly situated, Defendant Staffmark Investment LLC
3 (“Defendant Staffmark”) and Defendant Multi-Pak Corporation (“Defendant Multi-Pak”), and
4 subject to the approval of the Court, that the Action is hereby compromised and settled pursuant
5 to the terms and conditions set forth in this Stipulation of Class Action and PAGA Settlement
6 (“Stipulation”) and that the Court shall make and enter judgment, subject to the continuing
7 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set
8 forth herein which by this reference become an integral part of this Stipulation. As defined
9 below, Defendant Staffmark and Defendant Multi-Pak shall collectively be referred to herein as
10 “Defendants,” and Plaintiff and Defendants shall be collectively referred to herein as “the
11 Parties.”

12 **DEFINITIONS**

13 1. “Action” means the putative class and representative action entitled *Rosa*
14 *Guardado v. Multi-Pak Corporation, and Staffmark Investment LLC*, filed in the Superior Court
15 of California, County of Los Angeles, Case No. 20STCV45681, as amended by Plaintiff in the
16 First Amended Complaint on April 4, 2022 in order to bring the third through eleventh causes of
17 action on a class basis, on behalf of Plaintiff and all similarly situated non-exempt employees of
18 Defendants.

19 2. “Class Counsel” means Payne Nguyen, LLP, including Cody Payne, Esq. and
20 Kim Nguyen, Esq.

21 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
22 litigation and resolution of the Action (not to exceed 33 1/3% of the sum of the Maximum
23 Settlement Amount), and Class Counsel’s expenses and costs reasonably incurred in connection
24 with the Action (not to exceed \$15,000.00).

25 4. “Class Information” means information regarding Class Members that
26 Defendants shall in good faith compile from their records and shall be authorized by the Court
27 to transmit in a secured manner to the Settlement Administrator and which the Settlement
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1 Administrator shall agree in writing to maintain in a secure manner. Class Information shall be
2 transmitted in electronic form and shall include each Class Member's: full name; last known
3 address; Social Security number; Qualified Pay Periods; Qualified PAGA Pay Periods.

4 5. "Class Members" means all direct hire non-exempt individuals employed by
5 Multi-Pak in California during the Class Period ("Direct Hire Class Members") and all non-
6 exempt employees who were placed as temporary employees by Staffmark at Multi-Pak in
7 California during the Class Period ("Temporary Class Members").

8 6. "Class Notice" means the Notice of Class Action and PAGA Settlement,
9 substantially in the form attached as **Exhibit 1**, which shall be subject to Court approval and
10 which the Settlement Administrator shall mail to each Class Member explaining the terms of
11 this Stipulation and Settlement.

12 7. "Class Period" means the period from November 25, 2016 through the date the
13 Court enters an order granting preliminary approval of the Stipulation.

14 8. "Class Representative Service Award" means the amount that the Court
15 authorizes to be paid to Plaintiff, in addition to Plaintiff's Individual Settlement Payment and
16 PAGA Payment, in recognition of Plaintiff's efforts and risks in assisting with the prosecution
17 of the Action.

18 9. "Complaint" means the operative complaint on file in the Action, namely
19 Plaintiff's First Amended Complaint filed on April 4, 2022.

20 10. "Court" means the Superior Court of California for the County of Los Angeles.

21 11. "Defense Counsel" means Atkinson, Andelson, Loya, Ruud & Romo, including
22 Susan M. Steward and Joshua N. Lange for Defendant Staffmark Investment LLC; and
23 Cummins & White, LLP, including Erick J. Becker and Edward J. Farrell for Defendant Multi-
24 Pak Corporation.

25 12. "Defendants" means Defendant Staffmark Investment LLC and Defendant Multi-
26 Pak Corporation.

27 13. "Effective Date" of this Stipulation shall be the date the Court's order approving
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1 the settlement and judgment thereon (“Judgment”) becomes final. For purposes of this
2 Stipulation, the Court’s Judgment “becomes final” upon the latter of: (a) if no appeal is filed, the
3 expiration date of the time for the filing or noticing of any appeal from, or other challenge to,
4 the Court’s Judgment (i.e., 60 calendar days after notice of entry of the Court’s Judgment); (ii) if
5 an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an
6 appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal
7 of any proceeding on review of any court of appeal decision relating to the Judgment.

8 14. “Employer’s Share of Payroll Taxes” means Defendants’ portions of payroll
9 taxes for their respective employees, including, but not limited to FICA and FUTA, on the
10 portion of the Individual Settlement Payments that constitutes wages. The Employer’s Share of
11 Payroll Taxes shall be paid separately from and in addition to the Maximum Settlement
12 Amount.

13 15. “Exclusion Form” means the form which shall be sent by the Settlement
14 Administrator to each Class Member and by which Class Members may elect to be excluded
15 from the Action and Settlement, substantially in the form attached as **Exhibit 3**.

16 16. “Final Approval Hearing” means the hearing to be conducted by the Court after
17 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class
18 Members giving Class Members an opportunity to request exclusion from the Class and
19 Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
20 finally approve the fairness, reasonableness and adequacy of the terms and conditions of the
21 Settlement, enter the Final Order and Judgment, and take other appropriate action.

22 17. “Final Order and Judgment” means the order and judgment to be entered by the
23 Court upon granting final approval of the Settlement and this Stipulation as binding upon the
24 Parties and Participating Class Members.

25 18. “Individual Settlement Payment” means the amount payable from the Net
26 Settlement Amount to each Participating Class Member.

27 19. “Information Sheet” means the form that shall be prepared by the Settlement
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1 Administrator and sent to each Class Member that sets forth that Class Member's Qualified Pay
2 Periods, Qualified PAGA Pay Periods, and estimated Individual Settlement Payment, as well as
3 the estimated PAGA Payment for each PAGA Group Member, substantially in the form
4 attached as **Exhibit 2**.

5 20. "LWDA" means the California Labor and Workforce Development Agency.

6 21. "Maximum Settlement Amount" means the maximum amount Defendants shall
7 have to pay in connection with this Settlement, by way of a common fund, which shall be
8 inclusive of all Individual Settlement Payments to Participating Class Members, the Class
9 Counsel Award, the Settlement Administration Costs, the Class Representative Service Award,
10 and the PAGA Settlement Amount. No portion of the Maximum Settlement Amount shall
11 revert to Defendants. Subject to Court approval and the terms of this Stipulation, the
12 Maximum Settlement Amount Defendants shall be required to pay is Three Hundred Forty
13 Thousand Dollars (\$340,000.00). However, Defendants have represented there are
14 approximately 12,500 Qualified Pay Periods within the Class Period. Of these 12,500 Pay
15 Periods, approximately 800 Pay Periods were worked by Temporary Class Members and the
16 remaining 11,700 Pay Periods were worked by Direct Hire Class Members. Should the actual
17 number of Qualified Pay Periods increase by more than ten percent (10%) (i.e. increase by
18 more than 1,250 Qualified Pay Periods), the Maximum Settlement Amount shall increase on a
19 pro-rata basis equal to the percentage increase in the number of Qualified Pay Periods worked
20 by the Class Members above 10%. For example, if the number of Qualified Pay Periods
21 increases by 11%, the Maximum Settlement Amount will increase by 1%. Whichever of the
22 two Defendants is responsible for the increase in the Pay Periods shall be solely responsible for
23 paying any increase in the Maximum Settlement Amount.

24 22. The Defendants' respective Share of Payroll Taxes shall be paid separately from
25 and in addition to the Maximum Settlement Amount.

26 23. "Net Settlement Amount" means the Maximum Settlement Amount, less the
27 Class Counsel Award, the PAGA Settlement Amount, the Settlement Administration Costs, and
28 the Class Representative Service Award.

1 24. “Notice Packet” means the packet of documents which shall be mailed to all
2 Class Members by the Settlement Administrator, including the Class Notice, the Exclusion
3 Form, the Objection Form, and the Information Sheet.

4 25. “Objection Form” means the form, attached as **Exhibit 4**, which Participating
5 Class Members who object to the terms of the Settlement must submit to the Settlement
6 Administrator by the Response Deadline.

7 26. “PAGA” means the Labor Code Private Attorneys General Act of 2004,
8 California Labor Code sections 2698, et seq.

9 27. “PAGA Group Members” means all Direct Hire Class Members employed by
10 Defendant Multi-Pak in California during the PAGA Period and all Temporary Class Members
11 employed by Defendant Staffmark at Multi-Pak in California during the PAGA Period.

12 28. “PAGA Payment” means the amount payable from the PAGA Settlement
13 Amount to each PAGA Group Member.

14 29. “PAGA Period” means the period from July 2, 2019 (one year prior to the date
15 Plaintiff mailed her requisite notice to the LWDA pursuant to California Labor Code Section
16 2698, *et seq.*) through the date the Court enters an order granting preliminary approval of the
17 Stipulation.

18 30. “PAGA Settlement Amount” means the portion of the Maximum Settlement
19 Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement
20 Amount is Fifty Thousand Dollars (\$50,000.00). Thirty Seven Thousand Five Hundred Dollars
21 (\$37,500.00) shall be paid by the Settlement Administrator directly to the LWDA. The
22 remaining Twelve Thousand Five Hundred Dollars (\$12,500.00) shall be distributed to PAGA
23 Group Members as their PAGA Payment.

24 31. “Participating Class Members” means Plaintiff and all other Class Members who
25 do not submit a valid and timely Exclusion Form.

26 32. “Parties” means Plaintiff and Defendants.

27 33. “Plaintiff” means Plaintiff Rosa Guardado.

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1 34. “Preliminary Approval Order” means the order to be issued by the Court
2 approving and authorizing the mailing of the Notice Packet by the Settlement Administrator,
3 setting the date of the Final Approval Hearing and granting preliminary approval of the
4 Settlement set forth in this Stipulation, among other things.

5 35. “Qualified Pay Periods” means the total number of weekly pay periods that a
6 Participating Class Member actually performed work for Defendants as a Direct Hire Class
7 Member or Temporary Class Member during the Class Period. Qualified Pay Periods will be
8 calculated to exclude weekly pay periods in which a Participating Class Member did not
9 perform any work but earned compensation for non-work time such as vacation time, sick time,
10 disability leave, or other medical leave.

11 36. “Qualified PAGA Pay Periods” means the total number of weekly pay periods
12 during the PAGA Period that PAGA Group Members actually performed work for Defendants
13 as a Direct Hire Class Member or Temporary Class Member. Qualified PAGA Pay Periods will
14 be calculated to exclude weekly pay periods in which PAGA Group Members did not perform
15 any work but earned compensation for non-work time such as vacation time, sick time,
16 disability leave, or other medical leave.

17 37. “Released PAGA Claims” means all claims for civil penalties that could have
18 been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing
19 letter to the LWDA on July 2, 2020.

20 38. “Released Class Claims” with respect to Plaintiff and the Participating Class
21 Members means all claims, rights, demands, liabilities, and causes of action of every nature and
22 description, known and unknown, as alleged in the First Amended Complaint or that could have
23 been asserted in the Action based on the facts alleged, arising from or related to the following
24 claims against Defendants: for meal and rest break violations; unpaid wages, including
25 minimum wages, regular wages, overtime and double time wages; wage statement
26 violations; untimely wages and wages due upon termination; failure to provide personnel
27 and pay records; and derivative claims. Released Class Claims shall also mean any other
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1 claims related to this Action by all individuals whether known or unknown, suspected or
2 unsuspected, that were or could have been alleged or asserted based on a Class Member's
3 employment as a Direct Hire Class Member or Temporary Class Member for Defendants during
4 the Class Period, including all claims that were or could have been brought under the California
5 Labor Code, the applicable Industrial Wage Commission Wage Orders, the Fair Labor
6 Standards Act, the Business and Professions Code section 17200 as it relates to the underlying
7 Labor Code claims referenced above, and the Private Attorneys General Act as it relates to the
8 underlying Labor Code claims referenced above, including any damages, restitution, interest,
9 waiting time penalties, statutory and civil penalties, punitive damages, attorneys' fees, costs, or
10 any other form of relief whatsoever, during the Class Period. With regard to the Released
11 Class Claims, each member of the Class shall also waive all rights and benefits afforded by
12 California Civil Code section 1542. All Class Members who negotiate their settlement checks
13 will also release all claims that could have been brought under the Fair Labor Standards Act.
14 Settlement checks shall read, "By negotiating this check, you agree to release all claims you
15 may have under the Fair Labor Standards Act."

16 39. "Released Parties" means Staffmark Investment LLC, Staffmark Group, LLC,
17 Advantage Resourcing, Advantage Human Resourcing, Inc., and Multi-Pak Corporation, and
18 each of their past and present divisions, affiliates, affiliated entities, related entities, parents,
19 subsidiaries, predecessors, successors, joint ventures, assigns, and their respective
20 shareholders, owners, officers, directors, employees, agents, trustees, attorneys,
21 managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries,
22 subrogees, executors, partners, privies, representatives, consultants, and attorneys.

23 40. "Response Deadline" means the date sixty (60) days after the Settlement
24 Administrator mails the Notice Packet to Class Members and the last date on which Class
25 Members may submit an Exclusion Form or Objection Form.

26 41. "Settlement" means the final and complete disposition of the Action pursuant to
27 this Stipulation.

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1 42. “Settlement Administration Costs” means the reasonable costs and fees of
2 administration of this Settlement to be paid to the Settlement Administrator from the Maximum
3 Settlement Amount, not to exceed Ten Thousand Dollars (\$10,000.00), including, but not
4 limited to: (i) translation of Notice Packets into Spanish; (ii) printing and mailing and re-
5 mailing (if necessary) of Notice Packets to Class Members; (iii) preparing and submitting to
6 Participating Class Members and government entities all appropriate tax filings and forms; (iv)
7 computing the amount of and distributing Individual Settlement Payments, the PAGA
8 Settlement Amount, Class Representative Service Award, and Class Counsel Award; (v)
9 processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund,
10 as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate
11 government agencies all employer and employee payroll tax obligations arising from the
12 Settlement and preparing and submitting filings required by law in connection with the
13 payments required by the Settlement; (viii) providing weekly updates to Class Counsel and
14 Defense Counsel regarding the administration of the Settlement; (ix) mailing a reminder
15 postcard to any Class Member whose settlement check has not been negotiated within 90 days
16 after the date of mailing, and if the check remains uncashed after 150 days from the date of
17 mailing, shall mail a second reminder postcard; and (x) posting the Judgment on the Settlement
18 Administrator’s website.

19 43. “Settlement Administrator” means Phoenix Settlement Administrators
20 (“Phoenix”). The experience and qualification of Phoenix is set forth in the Declaration of
21 Jodey Lawrence on Behalf of Phoenix Settlement Administrators attached hereto as **Exhibit 5**.

22 44. “Total Qualified Pay Periods” means the total number of Qualified Pay Periods
23 worked by all Participating Class Members for Defendants during the Class Period.

24 45. “Total Qualified PAGA Pay Periods” means the total number of Qualified PAGA
25 Pay Periods worked by all PAGA Group Members for Defendants during the PAGA Period.

RECITALS

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27 46. Procedural History. On November 25, 2020, Plaintiff filed her original
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1 complaint, in the Los Angeles Superior Court, entitled *Rosa Guardado v. Multi-Pak*
2 *Corporation, and Staffmark Investment LLC*, Case No. 20STCV45681, alleging: (1) Retaliation
3 (Cal. Lab. Code §§ 98.6 and 1102.5); (2) Wrongful Termination; (3) Violation of Cal. Lab.
4 Code §§ 510 and 1198 for unpaid overtime; (4) Violation of Cal. Lab. Code §§ 1194, 1197, and
5 1197.1 for unpaid minimum wages; (5) Violation of Cal. Lab. Code § 226.7 for unpaid rest
6 period premiums; (6) Violation of Cal. Lab. Code § 226.7 for unpaid meal period premiums; (7)
7 Violation of Cal. Lab. Code § 226(a) for failure to provide accurate wage statements; (8)
8 Violation of Cal. Lab. Code § 201-203 for final wages not timely paid; (9) Violation of Cal.
9 Lab. Code § 1198.5 for failure to provide personnel records; (10) Violation of Cal. Bus. & Prof.
10 Code § 17200, et seq.; and (11) a claim for civil penalties pursuant to the Private Attorney
11 General Act, Labor Code § 2698, et seq., on behalf of herself and aggrieved employees of
12 Defendant. On April 4, 2022, Plaintiff filed her First Amended Complaint in order to bring the
13 third through eleventh causes of action on a class basis, on behalf of Plaintiff and all similarly
14 situated non-exempt employees of Defendants (the “Complaint.”)

15 47. On December 7, 2021, Plaintiff and Defendants participated in a private
16 mediation with Eve Wagner, Esq., and reached a settlement in principle after a full day of
17 mediation. On December 9, 2021, with oversight and participation by Mrs. Wagner, the Parties
18 entered into a fully executed Memorandum of Understanding, subject to the Parties entering into
19 a more comprehensive written settlement agreement.

20 48. Prior to the mediation, the Parties engaged in informal discovery on class-wide
21 issues. Defendants produced to Plaintiff, for analysis by Class Counsel: Plaintiff’s personnel
22 file, time records and paystubs; employee handbooks, onboarding documents, and written
23 policies; a twenty percent sampling of timesheets and wage statements from Defendant
24 Staffmark; the total number of Class Members, including both current and former employees
25 during the Class Period; and the estimated total number of weekly pay periods during the Class
26 Period.

27 49. Benefits of Settlement to Plaintiff and Class Members. Plaintiff and Class
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1 Counsel recognize the expense and length of continued proceedings necessary to litigate
2 Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also
3 has taken into account the uncertainty and risks of the outcome of further litigation, and the
4 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
5 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
6 generally and in response to Defendants' defenses thereto, and the difficulties in establishing
7 damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel
8 also have taken into account Defendants' agreement to enter into a settlement that confers
9 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
10 Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and
11 reasonable, and is in the best interests of all Class Members.

12 50. Defendants' Reasons for Settlement. Defendants have concluded that any further
13 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
14 Defendants' time, energy, and resources have been, and unless this Settlement is completed,
15 shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendants have
16 also taken into account the risks of further litigation in reaching its decision to enter into this
17 Settlement. Even though Defendants continue to contend that they are not liable for any of the
18 claims alleged by Plaintiff in the Action, Defendants have agreed, nonetheless, to settle in the
19 manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in
20 the Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiff
21 have no merit and do not give rise to any liability, damages, restitution, penalties or other
22 payments. This Stipulation is a compromise of disputed claims. Nothing contained in this
23 Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation,
24 shall be construed or used as an admission by or against Defendants as to the merits or lack
25 thereof of the claims asserted in the Action. Defendants contend that they has complied with all
26 applicable state, federal and local laws.

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1 **TERMS OF SETTLEMENT**

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

4 51. Binding Settlement. This Settlement shall bind the Parties, all Participating Class
5 Members, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and
6 the occurrence of the Effective Date.

7 52. Tax Liability. The Parties make no representations as to the tax treatment or
8 legal effect of the payments specified herein, and Class Members are not relying on any
9 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
10 Participating Class Members understand and agree that they shall be responsible for the
11 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the
12 Parties, Class Counsel and Defense Counsel free and harmless from and against any claims
13 resulting from treatment of such payments as non-taxable, including the treatment of such
14 payments as not subject to withholding or deduction for payroll and employment taxes.

15 53. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no
16 provision of this Stipulation, and no written communication or disclosure between or among the
17 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall
18 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
19 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
20 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
21 independent legal and tax counsel for advice (including tax advice) in connection with this
22 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any
23 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
24 communication or disclosure by any attorney or advisor to any other party to avoid any tax
25 penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any
26 other party has imposed any limitation that protects the confidentiality of any such attorney’s or
27 adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure
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1 by the acknowledging party of the tax treatment or tax structure of any transaction, including
2 any transaction contemplated by this Stipulation.

3 54. Preliminary Approval of Settlement. After this Stipulation is fully executed,
4 Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby conditionally
5 certifying the Class for settlement purposes only and setting a Final Approval Hearing date.
6 The Parties agree to work diligently and cooperatively to have this Settlement presented to the
7 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other
8 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that
9 the conditional certification of the Class is for settlement purposes only and is in no way an
10 admission by Defendants in the Action or in any other proceeding that class certification is
11 proper.

12 55. Release by Plaintiff and Other Participating Class Members: Upon the
13 Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendants,
14 Plaintiff and all other Participating Class Members shall be deemed to have released their
15 respective Released Class Claims and Released PAGA Claims against the Released Parties.

16 56. Settlement Administration.

17 a. Within fifteen (15) days of entry of the Preliminary Approval Order,
18 Defendants shall provide the Settlement Administrator with the Class Information for purposes
19 of mailing the Notice Packets to Class Members.

20 i. Notice by First Class U.S. Mail. Upon receipt of the Class
21 Information, the Settlement Administrator shall perform a search based on the National Change
22 of Address Database maintained by the United States Postal Service to update and correct any
23 known or identifiable address changes. Within ten (10) days after receiving the Class
24 Information from Defendants as provided herein, the Settlement Administrator shall mail copies
25 of the Notice Packet to all Class Members via regular First Class U.S. Mail in English and
26 Spanish. The Settlement Administrator shall exercise its best judgment to determine the current
27 mailing address for each Class Member. The address identified by the Settlement Administrator
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1 as the current mailing address shall be presumed to be the most current mailing address for each
2 Class Member. The Parties agree that this procedure for notice provides the best practical
3 notice to Class Members and fully complies with due process.

4 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
5 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-
6 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
7 Settlement Administrator shall promptly attempt to determine a correct address by the use of
8 skip-tracing, or other type of automated search, using the name, address and/or Social Security
9 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
10 whose Notice Packet was returned as non-delivered, assuming another mailing address is
11 identified by the Settlement Administrator. Class Members who are sent a re-mailed Notice
12 Packet shall have their Response Deadline extended by fifteen (15) days from the date the
13 Settlement Administrator re-mails the Notice Packet. If these procedures are followed, notice to
14 Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
15 Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless
16 remain a Participating Class Member and shall be bound by all terms of the Settlement and the
17 Order and Final Judgment.

18 iii. Determination of Individual Settlement Payments. The
19 Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual
20 Settlement Payment under the terms of this Stipulation. If a Participating Class Member
21 disputes any aspect of his or her Individual Settlement Payment or number of Qualified Pay
22 Periods, that Participating Class Member may submit supporting evidence to the Settlement
23 Administrator as explained in the Information Sheet. Defendants' records regarding the number
24 of Qualified Pay Periods will be presumed correct, unless the Participating Class Member
25 provides documentation to the Settlement Administrator that establishes otherwise. The
26 Settlement Administrator will evaluate the evidence submitted by the Participating Class
27 Member and will make the final decision as to the number of Qualified Pay Periods that should
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1 be applied and/or the Individual Settlement Payment to which the Participating Class Member
2 may be entitled. The Settlement Administrator's determination of the eligibility for and amount
3 of each Individual Settlement Payment shall be binding upon the Class Member and the Parties,
4 yet subject to review by Class Counsel, Defense Counsel, and the Court. In the absence of fraud
5 or gross negligence, Defendants' records shall be given the presumption of accuracy. If the
6 Settlement Administrator is unable to resolve the dispute, the Court may make an ultimate
7 decision with respect to the Participating Class Member's number of Qualified Pay Periods and
8 Individual Settlement Payment.

9 iv. Determination of PAGA Payments. The Settlement Administrator
10 shall determine the eligibility for, and the amounts of, each PAGA Payment under the terms of
11 this Stipulation. If a PAGA Group Member disputes any aspect of his or her PAGA Payment or
12 number of Qualified PAGA Pay Periods, that PAGA Group Member may submit supporting
13 evidence to the Settlement Administrator as explained in the Information Sheet. The Settlement
14 Administrator will evaluate the evidence submitted by the PAGA Group Member and will make
15 the final decision as to the number of Qualified PAGA Pay Periods that should be applied
16 and/or the PAGA Payment to which the PAGA Group Member may be entitled. The Settlement
17 Administrator's determination of the eligibility for and amount of each PAGA Payment shall be
18 binding upon the PAGA Group Members and the Parties, yet subject to review by Class
19 Counsel, Defense Counsel, and the Court. In the absence of fraud or gross negligence,
20 Defendants' records shall be given the presumption of accuracy. If the Settlement
21 Administrator is unable to resolve the dispute, the Court may make an ultimate decision with
22 respect to the PAGA Group Member's number of Qualified PAGA Pay Periods and PAGA
23 Payment.

24 v. Disputes Regarding Administration of Settlement. Any dispute
25 not resolved by the Settlement Administrator concerning the administration of the Settlement
26 shall be resolved by the Court.

27 b. Exclusions. The Class Notice shall explain that Class Members who wish
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1 to exclude themselves from the Class and Settlement must submit an Exclusion Form to the
2 Settlement Administrator by the Response Deadline. The Exclusion Form: (1) must contain the
3 name and address of the person requesting exclusion; (2) must be signed by the Class Member;
4 and (3) must be postmarked by the Response Deadline and returned to the Settlement
5 Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel
6 and the Court, the date of the postmark on the return mailing envelope on the Exclusion Form
7 shall be the exclusive means used by the Settlement Administrator to determine whether a Class
8 Member has timely requested exclusion from the Settlement. Any Class Member who timely
9 and properly requests to be excluded from the Settlement shall not be entitled to any benefits
10 under the Settlement and shall not be bound by the terms of the Settlement, nor shall the Class
11 Member have any right to object to the Settlement or appeal from the entry of the Final Order
12 and Judgment. Unless otherwise ordered by the Court, Class Members who do not submit a
13 valid and timely Exclusion Form on or before the Response Deadline shall be bound by all
14 terms of the Settlement and the Final Order and Judgment entered in this Action if the
15 Settlement is finally approved by the Court. No later than ten (10) days after the Response
16 Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list
17 of all Class Members who submitted a timely and valid Exclusion Form. The Settlement
18 Administrator shall authenticate all Exclusion Forms it receives as attachments to a declaration
19 submitted concurrently with Plaintiff's motion for final approval of the Settlement. A Class
20 Member who is also a PAGA Group Member and requests exclusion from the Settlement will
21 still be entitled to a PAGA Payment.

22 c. Defendants' Right to Void Settlement. If more than ten percent (10%) of
23 Class Members timely submit an Exclusion Form, Defendants shall have the exclusive right to
24 void this Settlement. Defendants shall make their election prior to the date of the Final
25 Approval Hearing. If Defendants decide to void the Settlement, then the Settlement and
26 conditional class certification shall be considered void, and neither the Settlement, conditional
27 class certification, nor any of the related negotiations or proceedings, shall be of any force or
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1 effect, and the Parties shall stand in the same position, without prejudice, as if this Stipulation
2 had been neither entered into nor filed with the Court, and any and all monies paid by
3 Defendants shall be returned to Defendants with the exception the Settlement Administration
4 Costs. Any Settlement Administration Costs already incurred by the Settlement Administrator
5 shall be paid by Defendants to the Settlement Administrator.

6 d. Objections. The Class Notice shall state that Participating Class
7 Members who wish to object to the Settlement shall submit to the Settlement Administrator an
8 Objection Form by the Response Deadline. The Objection Form must (1) state the full name of
9 the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection;
10 and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator
11 at the specified address. Subject to review by Class Counsel, Defense Counsel, and the Court,
12 the date of the postmark on the return mailing envelope on the Objection Form shall be the
13 exclusive means used by the Settlement Administrator to determine whether a Class Member
14 has timely objected to the Settlement. Class Counsel shall ensure that all Objection Forms
15 submitted to the Settlement Administration will be filed concurrently with the final approval
16 papers. Participating Class Members may also appear at the Final Approval Hearing to object to
17 the Settlement, whether or not they have objected in writing or notified the Parties that they
18 intend to appear. If a Class Member does not submit an Objection Form or appear in person to
19 object, either personally or through counsel, such objection shall be deemed waived, unless
20 otherwise ordered by the Court. At no time shall any of the Parties, Class Counsel, or Defense
21 Counsel seek to solicit or otherwise encourage or discourage Class Members to file and serve a
22 Notice of Objection or appeal from the Final Order and Judgment.

23 e. Monitoring and Reviewing Settlement Administration. The Parties have
24 the right to monitor and review the administration of the Settlement to verify that the monies
25 allocated under the Settlement are distributed in a correct amount, as provided for in this
26 Stipulation.

27 f. Best Efforts. The Parties agree to use their best efforts to carry out the
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1 terms of this Settlement.

2 57. Funding and Allocation of Maximum Settlement Amount. Class Members shall
3 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
4 no portion of the Maximum Settlement Amount shall revert to Defendants. The Maximum
5 Settlement Amount shall be paid by Defendants to the Settlement Administrator within 15 days
6 after the Effective Date. Defendants shall provide the Maximum Settlement Amount to the
7 Settlement Administrator in any feasible manner, including, but not limited to, by way of a wire
8 transfer. If this Settlement is not finally approved by the Court in full, or is terminated,
9 rescinded, canceled or fails to become effective for any reason, or if the Effective Date does not
10 occur, then no Maximum Settlement Amount shall be paid.

11 a. Individual Settlement Payments. Individual Settlement Payments shall be
12 paid by the Settlement Administrator from the Net Settlement Amount and shall be paid
13 pursuant to the formula set forth herein. Individual Settlement Payments shall be mailed by the
14 Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member's
15 last known mailing address within fourteen (14) days after Defendants provide the Settlement
16 Administrator with the total Maximum Settlement Amount. Individual Settlement Payments
17 shall be allocated as follows: 20% as wages subject to all applicable tax withholdings, 40% as
18 non-wage penalties not subject to payroll tax withholdings, and 40% as non-wage interest not
19 subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2
20 to each Participating Class Member for the portion of the Individual Settlement Payment
21 allocated as wages and subject to all applicable tax withholdings. The Settlement Administrator
22 shall issue an IRS Form 1099 to each Participating Class Member for the portion of the
23 Individual Settlement Payments allocated as non-wage penalties and interest are not subject to
24 payroll tax withholdings. Defendants shall be responsible for their respective share of payroll
25 taxes due on the portion of the net settlement fund allocated to wages for their respective
26 employees, in addition to the Maximum Settlement Amount.

27 i. Each Participating Class Member's Individual Settlement
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1 Payment shall be calculated solely by the Settlement Administrator according to the following
2 formula: Defendants shall provide the Settlement Administrator with the Total Qualified Pay
3 Periods; the Settlement Administrator shall then (1) divide the Net Settlement Amount by the
4 Total Qualified Pay Periods and then (2) multiply each Participating Class Member's number of
5 Qualified Pay Periods by the result in (1) to obtain the amount of each Participating Class
6 Member's Individual Settlement Payment. The Individual Settlement Payment will be reduced
7 by any required legal deductions for each Participating Class Member.

8 ii. Individual Settlement Payments shall be made by check and shall
9 be made payable to each Participating Class Member as set forth in this Stipulation.

10 iii. If an Individual Settlement Payment check remains uncashed after
11 Ninety (90) days from the date of mailing, the Settlement Administrator shall mail a reminder
12 postcard to the Participating Class Member. If an Individual Settlement Payment check remains
13 uncashed after One Hundred Fifty (150) days from the date of mailing, the Settlement
14 Administrator shall mail a second reminder postcard to the Participating Class Member. If an
15 Individual Settlement Payment check remains uncashed after One Hundred Eighty (180) days
16 from the date of mailing, the Settlement Administrator shall void the check and the funds from
17 the voided check shall be distributed by the Settlement Administrator to the California State
18 Controller's Office Unclaimed Property Fund in the name of the Participating Class Member.

19 b. PAGA Settlement Amount and PAGA Payments. The PAGA Settlement
20 Amount shall be paid by the Settlement Administrator from the Maximum Settlement Amount.
21 Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) of the PAGA Settlement Amount
22 shall be paid by the Settlement Administrator directly to the LWDA within fourteen (14) days
23 after Defendants provide the Settlement Administrator with the total Maximum Settlement
24 Amount. PAGA Group Members' PAGA Payments shall be paid by the Settlement
25 Administrator from the remaining Twelve Thousand Five Hundred Dollars (\$12,500.00) of the
26 PAGA Settlement Amount and shall be paid pursuant to the formula set forth herein. PAGA
27 Payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to
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1 each PAGA Group Member's last known mailing address within fourteen (14) days after
2 Defendants provide the Settlement Administrator with the total Maximum Settlement Amount.
3 PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax
4 withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA
5 Group Member for their PAGA Payment.

6 i. Each PAGA Group Member's PAGA Payment shall be calculated
7 solely by the Settlement Administrator according to the following formula: Defendants shall
8 provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the
9 Settlement Administrator shall then (1) divide Twelve Thousand Five Hundred Dollars
10 (\$12,500.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA
11 Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the
12 amount of each PAGA Group Member's PAGA Payment.

13 ii. PAGA Payments shall be made by check and shall be made
14 payable to each PAGA Group Member as set forth in this Stipulation.

15 iii. If a PAGA Group Member's PAGA Payment check remains
16 uncashed after Ninety (90) days from the date of mailing, the Settlement Administrator shall
17 mail a reminder postcard to the PAGA Group Member. If a PAGA Payment check remains
18 uncashed after One Hundred Fifty (150) days from the date of mailing, the Settlement
19 Administrator shall mail a second reminder postcard to the PAGA Group Member. If a PAGA
20 Group Member's PAGA Payment check remains uncashed after One Hundred Eighty (180)
21 days from the date of mailing, the Settlement Administrator shall void the check and the funds
22 from the voided check shall be distributed by the Settlement Administrator to the California
23 State Controller's Office Unclaimed Property Fund in the name of the PAGA Group Member.

24 iv. Individual Settlement Payments and PAGA Payments shall be
25 issued to Participating Class Members in one check.

26 c. Individual Settlement Payments Do Not Trigger Employment
27 Relationship or Additional Benefits. All monies received by Participating Class Members under
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1 the Settlement which are attributable to wages shall constitute income to such Participating
2 Class Members solely in the year in which such monies actually are received by the
3 Participating Class Members. It is expressly understood and agreed that the receipt of
4 Individual Settlement Payments shall not entitle any Participating Class Member to additional
5 compensation or benefits under any collective bargaining agreement or under any bonus, contest
6 or other compensation or benefit plan or agreement in place during the period covered by the
7 Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or
8 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
9 Settlement Payments provided for in this Stipulation are the sole payments to be made by
10 Defendants to Participating Class Members in connection with this Settlement, with the
11 exception of Plaintiff and PAGA Group Members, and that the Participating Class Members are
12 not entitled to any new or additional compensation or benefits as a result of having received the
13 Individual Settlement Payments (notwithstanding any contrary language or agreement in any
14 collective bargaining agreement or in any benefit or compensation plan document that might
15 have been in effect during the period covered by this Settlement).

16 d. Class Representative Service Award. Subject to Court approval, Plaintiff
17 shall be paid a Class Representative Service Award not to exceed Five Thousand Dollars
18 (\$5,000.00), or any lesser amount as awarded by the Court, for her time and effort in bringing
19 and prosecuting the Action. Defendants agree not to oppose or object to this request if it
20 complies with the terms of this Stipulation. The Class Representative Service Award shall be
21 paid to Plaintiff from the Maximum Settlement Amount no later than fourteen (14) days after
22 Defendants provide the Settlement Administrator with the total Maximum Settlement Amount.
23 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her Class
24 Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and
25 all applicable taxes on her respective Class Representative Service Award and shall hold
26 harmless Defendants, Class Counsel, and Defense Counsel from any claim or liability for taxes,
27 penalties, or interest arising as a result of payment of the Class Representative Service Award.

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1 The Class Representative Service Award shall be made in addition to Plaintiff's Individual
2 Settlement Payment and PAGA Payment. Any amount requested by Plaintiff for the Class
3 Representative Service Award and not awarded by the Court shall become part of the Net
4 Settlement Amount and shall be distributed to Participating Class Members as part of their
5 Individual Settlement Payments.

6 e. Class Counsel Award. Subject to Court approval, Class Counsel shall be
7 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (33 1/3%) of
8 the sum of the Maximum Settlement Amount, which amounts to One Hundred Thirteen
9 Thousand Two-Hundred and Twenty Dollars (\$113,220.00). In addition, subject to Court
10 approval, Class Counsel shall be entitled to an award of reasonable costs associated with Class
11 Counsel's prosecution of the Action in an amount not to exceed Fifteen Thousand Dollars
12 (\$15,000.00). Class Counsel shall provide the Settlement Administrator with a properly
13 completed and signed IRS Form W-9 in order for the Settlement Administrator to process the
14 Class Counsel Award approved by the Court. Defendants shall not oppose or object to Class
15 Counsel's request for a Class Counsel Award that complies with the terms of this Stipulation.
16 In the event the Court awards Class Counsel less than One Hundred Thirteen Thousand Two-
17 Hundred and Twenty Dollars (\$113,220.00) in attorneys' fees and/or less than Fifteen Thousand
18 Dollars (\$15,000.00) in costs, the difference shall become part of the Net Settlement Amount
19 and shall be distributed to Participating Class Members as part of their Individual Settlement
20 Payments. Class Counsel shall be paid any Court-approved attorneys' fees and costs no later
21 than fourteen (14) days after Defendants provide the Settlement Administrator with the total
22 Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay all
23 applicable taxes on the Class Counsel Award. The Settlement Administrator shall issue an IRS
24 Form 1099 to Class Counsel for the Class Counsel Award. This Settlement is not conditioned
25 upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

26 f. Settlement Administration Costs. The Settlement Administrator shall be
27 paid from the Maximum Settlement Amount for the Settlement Administration Costs, which are
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1 estimated not to exceed Ten Thousand Dollars (\$10,000.00). Any portion of the estimated or
2 designated Settlement Administration Costs that are not in fact required to fulfill the total
3 settlement administration costs shall become part of the Net Settlement Amount. Prior to
4 Plaintiff filing a motion for final approval of this Settlement, the Settlement Administrator shall
5 provide the Parties with a statement detailing the Settlement Administration Costs to date. The
6 Parties agree to cooperate in the settlement administration process and to make all reasonable
7 efforts to control and minimize Settlement Administration Costs.

8 i. The Parties each represent they do not have any financial interest
9 in the Settlement Administrator or otherwise have a relationship with the Settlement
10 Administrator that could create a conflict of interest.

11 ii. The Settlement Administrator shall keep the Parties timely
12 apprised of the performance of all Settlement Administrator responsibilities required by the
13 Settlement. The Settlement Administrator shall be authorized to establish a Qualified
14 Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Maximum
15 Settlement Amount shall be placed and from which payments required by the Settlement shall
16 be made.

17 iii. The Settlement Administrator shall be entitled to withdraw from
18 the QSF its Settlement Administration Costs no earlier than fourteen (14) days after Defendants
19 provide the Settlement Administrator with the total Maximum Settlement Amount.

20 58. Final Settlement Approval Hearing and Entry of Final Order and Judgment.

21 Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to
22 determine whether to grant final approval of the Settlement, including determining the amounts
23 properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Award;
24 and (iii) the PAGA Settlement Amount. Prior to the Final Approval Hearing, the Settlement
25 Administrator shall provide a written report or declaration to the Parties describing the process
26 and results of the administration of the Settlement to date, which report or declaration shall be
27 filed by Plaintiff with the Court prior to the Final Approval Hearing. If the Court grants final
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1 approval of the Settlement, the Settlement Administrator shall post notice of final judgment on
2 its website within ten (10) calendar days of entry of the Final Order and Judgment.

3 59. Nullification of Settlement. In the event: (i) the Court does not enter the
4 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the
5 Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final
6 for any other reason, this Stipulation shall be rendered null and void, any order or judgment
7 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning
8 and this Stipulation and any documents related to it shall not be used by any Class Member or
9 Class Counsel to support any claim or request for class certification in the Action, and shall not
10 be used in any other civil, criminal or administrative action against Defendants or any of the
11 other Released Parties. Any Settlement Administration Costs already incurred by the Settlement
12 Administrator shall be paid to the Settlement Administrator by Defendants. In the event an
13 appeal is filed from the Court's Final Order and Judgment, or any other appellate review is
14 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
15 other appellate review. Any fees incurred by the Settlement Administrator prior to it being
16 notified of the filing of an appeal from the Court's Final Order and Judgment, or any other
17 appellate review, shall be paid by Defendants to the Settlement Administrator.

18 60. No Admission by Defendants. Defendants deny all claims alleged in the Action
19 and deny all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and
20 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
21 shall be used against Defendants as an admission or indication with respect to any claim of any
22 fault, concession, or omission by Defendants or that class certification is proper under the
23 standard applied to contested certification motions. The Parties stipulate and agree to the
24 certification of the proposed class for settlement purposes only. As part of this Settlement,
25 Defendants shall not be required to enter into any consent decree nor shall Defendants be
26 required to agree to any provision for injunctive or prospective relief. The Parties further agree
27 that this Stipulation will not be admissible in this or any other proceeding as evidence that either
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1 (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class
2 Member, other than according to the terms of this Stipulation.

3 61. Exhibits and Headings. The terms of this Stipulation include the terms set forth
4 in any attached Exhibits, which are incorporated by this reference as though fully set forth
5 herein. The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive
6 headings of any paragraphs or sections of this Stipulation are inserted for convenience of
7 reference only.

8 62. Interim Stay of Action. The Parties agree to stay and to request that the Court
9 stay all proceedings in the Action, except such proceedings necessary to implement and
10 complete the Settlement and enter the Final Order and Judgment. In the event that the
11 Settlement does not become final and/or the Effective Date does not occur for any reason, the
12 Parties further agree that, pursuant to Code of Civil Procedure § 583.330(a), the time beginning
13 on December 7, 2021 through the date on which the interim stay of proceedings is lifted shall
14 not be included in computing the five-year period specified in Code of Civil Procedure §
15 583.310 for each of the Action.

16 63. Amendment or Modification. This Stipulation may be amended or modified only
17 by a written instrument signed by counsel for all Parties or their successors-in-interest.

18 64. Entire Agreement. This Stipulation and any attached Exhibits constitute the
19 entire agreement between the Parties, and no oral or written representations, warranties, or
20 inducements have been made to Plaintiff or Defendants concerning this Stipulation or its
21 Exhibits other than the representations, warranties, and covenants contained and memorialized
22 in this Stipulation and its Exhibits. No other prior or contemporaneous written or oral
23 agreements may be deemed binding on the Parties.

24 65. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
25 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
26 to negotiate this Stipulation and to take all appropriate Action required or permitted to be taken
27 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
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1 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and
2 Defense Counsel shall cooperate with each other and use their best efforts to effectuate the
3 implementation of the Settlement. The persons signing this Stipulation on behalf of Defendants
4 represent and warrant that they are authorized to sign this Stipulation on behalf of Defendants.
5 Plaintiff represents and warrants that she is authorized to sign this Stipulation and that she has
6 not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The
7 Parties have cooperated in the drafting and preparation of this Stipulation Agreement. Hence, in
8 any construction made of this Stipulation, the same shall not be construed against any of the
9 Parties.

10 66. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
11 inure to the benefit of, the successors and assigns of the Parties.

12 67. California Law Governs. All terms of this Stipulation and the Exhibits hereto
13 shall be governed by and interpreted according to the laws of the State of California, without
14 giving effect to any law that would cause the laws of any jurisdiction other than the State of
15 California to be applied.

16 68. Counterparts. This Stipulation may be executed in one or more counterparts. All
17 executed counterparts and each of them shall be deemed to be one and the same instrument.

18 69. This Settlement Is Fair, Adequate and Reasonable. Plaintiff represents that this
19 Settlement is a fair, adequate, and reasonable settlement of the Action and that she has arrived at
20 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,
21 present and potential.

22 70. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
23 Court shall retain jurisdiction with respect to the interpretation, implementation, and
24 enforcement of the terms of this Stipulation and all orders and judgments entered in connection
25 therewith, and the Parties, Class Counsel, and Defense Counsel submit to the jurisdiction of the
26 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
27 Stipulation and all orders and judgments entered in connection therewith.

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1 71. Invalidity of Any Provision. Before declaring any term or provision of this
2 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
3 provisions valid to the fullest extent possible consistent with applicable precedents so as to
4 define all provisions of this Stipulation as valid and enforceable.

5 72. Binding Nature of Notice of Class Action Settlement. It is agreed that because
6 the Class Members are so numerous, it is impossible or impractical to have each Class Member
7 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature
8 of the Settlement, and the release of Released Class Claims and Released PAGA Claims, and
9 shall have the same force and effect as if this Stipulation were executed by each Participating
10 Class Member.

11 73. Confidentiality. Plaintiff and Class Counsel agree that they have not and will not
12 publish the Settlement. In response to any inquiries Plaintiff will state that "the case was
13 resolved and it was resolved confidentially." Class Counsel shall not report the Settlement in
14 any medium or in any publication, shall not post or report anything regarding the claims of
15 Plaintiff or the Class or the Settlement on their website, and shall not contact any reporters or
16 media regarding the Settlement. However, Plaintiff and Class Counsel are authorized to make a
17 limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the
18 Settlement and are further authorized to publicize only the amount and type of the settlement
19 without disclosing the identity of case. This disclosure is limited to court filings and Plaintiff
20 nor her counsel or representatives are permitted to disseminate or publish, distribute or discuss
21 the information provided to the Court in those filings outside the filings themselves and any
22 hearing held on those filings, unless ordered otherwise by the Court. The Parties agree the
23 Confidentiality provision contained herein is in the best interest of Class Members in order to
24 protect their anonymity in connection with the Settlement and will not impede Class Counsel's
25 ability to discharge fiduciary duties.

26 74. Settlement Website. The Settlement Administrator shall set up a settlement
27 website where Class Members may also obtain up-to-date information on the matter and
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1 hearings including any change of the date or location of any hearings in connection with this
2 Settlement, and notice of final judgment. The URL of the settlement website shall be expressly
3 included in the Class Notice.

4 **Signatures on Next Page.**

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Dated: 06/06/, 2022

Rosa Guardia
Plaintiff Rosa Guardado

Dated: _____, 2022

Defendant Multi-Pak Corporation

By: _____
Erik Unthank
Title: _____

Dated: _____, 2022

Defendant Staffmark Investment LLC

By: _____
Suzanne Perry
Title Chief Human Resources Officer

APPROVED AS TO FORM:

Dated: June 6, 2022

Payne Nguyen, LLP

By: Cody P.
Cody Payne
Kim Nguyen
Attorneys for Plaintiff
ROSA GUARDADO

Dated: _____, 2022

Atkinson, Andelson, Loya, Ruud & Romo

By: _____
Susan Steward
Joshua N. Lange
Attorneys for Defendant
STAFFMARK INVESTMENT LLC

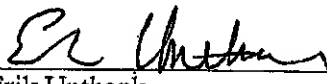
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Dated: _____, 2022

Plaintiff Rosa Guardado

Dated: 05-10, 2022

Defendant Multi-Pak Corporation

By: 
Erik Unthank
Title: owner

Dated: _____, 2022

Defendant Staffmark Investment LLC

By: _____
Suzanne Perry
Title Chief Human Resources Officer

APPROVED AS TO FORM:

Dated: _____, 2022

Payne Nguyen, LLP

By: _____
Cody Payne
Kim Nguyen
Attorneys for Plaintiff
ROSA GUARDADO

Dated: _____, 2022

Atkinson, Andelson, Loya, Ruud & Romo

By: _____
Susan Steward
Joshua N. Lange
Attorneys for Defendant
STAFFMARK INVESTMENT LLC

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Dated: _____, 2022

Plaintiff Rosa Guardado

Dated: _____, 2022

Defendant Multi-Pak Corporation

By: _____
Erik Unthank
Title: _____

Dated: 05/16/_____, 2022

Defendant Staffmark Investment LLC

By: *Suzanne Perry*
Suzanne Perry
Title Chief Human Resources Officer

APPROVED AS TO FORM:

Dated: _____, 2022

Payne Nguyen, LLP

By: _____
Cody Payne
Kim Nguyen
Attorneys for Plaintiff
ROSA GUARDADO

Dated: May 16_____, 2022


Atkinson, Andelson, Loya, Ruud & Romo

By: *[Signature]*
Susan Steward
Joshua N. Lange
Attorneys for Defendant
STAFFMARK INVESTMENT LLC

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Dated: May 11, 2022

Cummins & White, LLP

By: 

Erick J. Becker
Edward J. Farrell
Attorneys for Defendant
MULTI-PAK CORPORATION

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Rosa Guardado v. Multi-Pak Corporation, et al.
Los Angeles County Superior Court, Case No. 20STCV45681

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Multi-Pak Corporation (“Multi-Pak”) and Staffmark Investment LLC (“Staffmark”) (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by Defendants’ former employee Rosa Guardado (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of direct hire non-exempt individuals employed by Multi-Pak in California during the Class Period (November 25, 2016 to [date of preliminary approval]) (“Direct Hire Class Member”) and non-exempt employees who were placed as temporary employees by Staffmark at Multi-Pak in California during the Class Period (“Temporary Class Member”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Direct Hire Class Members employed by Multi-Pak in California during the PAGA Period (July 2, 2019 to [date of preliminary approval]) and all Temporary Class Members employed by Staffmark at Multi-Pak in California during the PAGA Period (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period).

The above estimates are based on Defendants’ records showing that **you worked _____ weekly pay periods as a Direct Hire Class Member or Temporary Class Member** during the Class Period and **you worked _____ weekly pay periods as a Direct Hire Class Member or Temporary Class Member** during the PAGA Period. If you believe that you worked more weekly pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants as a Direct Hire Class Member or Temporary Class Member during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the enclosed Request for Exclusion form to the Administrator. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).</p>
<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator the enclosed Request for Exclusion Form. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You</p>

<p>Written Objections Must be Submitted by _____</p>	<p>are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by _____</p>	<p>The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on the number of weekly pay periods where you worked at least one day as a Direct Hire Class Member or Temporary Class Member during the Class Period (“Class Period Pay Periods”) and the number of weekly pay periods you worked at least one day as a Direct Hire Class Member or Temporary Class Member during the PAGA Period (“PAGA Period Pay Periods”), respectively. The number of Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Payne Nguyen, LLP, including Cody Payne, Esq. and Kim Nguyen, Esq. (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were

successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Defendants will pay \$340,000.00 as the Maximum Settlement Amount. Defendants have agreed to deposit the Maximum Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Award, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Maximum Settlement Amount not more than 15 days after the Judgment entered by the Court becomes final. The Judgment will be final 60 days after the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement and the Judgment is appealed.
- B. Court Approved Deductions from Maximum Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$113,220 (33.33% of the Maximum Settlement Amount) to Class Counsel for attorneys’ fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$5,000 to Plaintiff Rosa Guardado as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$10,000 to the Administrator for services administering the Settlement.
 - iv. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Pay Periods.
- D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve your money.

- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you submit the enclosed Request for Exclusion Form to the Administrator, not later than the _____ Response Deadline. The Request for Exclusion must contain the name and address of the Class Member requesting exclusion, must be signed by the Class Member, and must be postmarked by the _____ Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- H. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Maximum Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members shall be deemed to have released Staffmark Investment, LLC, Staffmark Group, LLC, Advantage Resourcing, Advantage Human Resourcing, Inc., and Multi-Pak Corporation, and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys (the “Released Parties”) from all claims, rights, demands, liabilities, and causes of action of every nature and description, known and unknown, as alleged in the First Amended Complaint or that could have been asserted in the Action based on the facts alleged, arising from or related to the following claims against Defendants: for meal and rest break violations; unpaid wages, including minimum wages, regular wages, overtime and double time wages; wage statement violations; untimely wages and wages due upon termination; failure to provide personnel and pay records; and derivative claims (“Released Class Claims”). Released Class Claims shall also mean any other claims related to this Action by all individuals whether known or unknown, suspected or unsuspected, that were or could have been alleged or asserted based on a Class Member’s employment as

a Direct Hire Class Member or Temporary Class Member for Defendants during the Class Period, including all claims that were or could have been brought under the California Labor Code, the applicable Industrial Wage Commission Wage Orders, the Fair Labor Standards Act, the Business and Professions Code section 17200 as it relates to the underlying Labor Code claims referenced above, and the Private Attorneys General Act as it relates to the underlying Labor Code claims referenced above, including any damages, restitution, interest, waiting time penalties, statutory and civil penalties, punitive damages, attorneys' fees, costs, or any other form of relief whatsoever, during the Class Period. With regard to the Released Class Claims, each member of the Class shall also waive all rights and benefits afforded by California Civil Code section 1542. All Class Members who negotiate their settlement checks will also release all claims that could have been brought under the Fair Labor Standards Act.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Maximum Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released Parties from all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA on July 2, 2020.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Pay Periods worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Pay Period Challenges. The number of Class Period Pay Periods you worked during the Class Period and the number of PAGA Period Pay Periods you worked during the PAGA

Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit the enclosed Request for Exclusion Form to the Administrator. The Request for Exclusion must contain the name and address of the Class Member requesting exclusion, must be signed by the Class Member, and must be postmarked by the _____ Response Deadline. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your Request for Exclusion Form by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees,

Litigation Expenses, and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. To make a written objection, you must submit the enclosed Objection Form to the Administrator, not later than the _____ Response Deadline. The Objection Form must state the full name of the Class Member, must be signed by the Class Member, must state the grounds for the objection, and must be postmarked by the _____ Response Deadline to the Administrator. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing, whether or not they have objected in writing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 78 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the

Action, Case No. 20STCV45681. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

PAYNE NGUYEN, LLP

Cody Payne, Esq.

Kim Nguyen, Esq.

4640 Admiralty Way, Suite 500

Marina del Rey, California 90292

Telephone: (310) 360-9882

Facsimile: (310) 928-7469

Settlement Administrator:

Phoenix Settlement Administrators

[Email Address]

[Mailing Address]

[Telephone]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

INFORMATION SHEET

Rosa Guardado v. Multi-Pak Corporation, et al.
Los Angeles County Superior Court, Case No. 20STCV45681

Calculation of Individual Class Payments and Individual PAGA Payments: Each Class Member who does not properly request to be excluded from the Settlement will receive a share of the Net Settlement Amount based upon the total weekly pay periods during which he or she worked as a direct hire non-exempt individual employed by Multi-Pak in California during the Class Period (November 25, 2016 to [date of preliminary approval]) (“Direct Hire Class Member”) or as a non-exempt employee who was placed as a temporary employee by Staffmark at Multi-Pak in California during the Class Period (“Temporary Class Member”). Individual Class Payments will be calculated as follows:

Defendants will provide the Administrator with the total number of Class Period Pay Periods worked by all Class Members. Then the Administrator will divide the Net Settlement Amount by the total number of Class Period Pay Periods worked by all Participating Class Members and multiply the result by the number of Class Period Pay Periods worked by each Participating Class Member in order to obtain the estimated amount of the Class Member’s Individual Class Payment.

If you opt-out of the Settlement, you will not receive an Individual Class Payment. However, if you are a Direct Hire Class Member or a Temporary Class Member during the PAGA Period (July 2, 2019 to [date of preliminary approval]), you are an Aggrieved Employee, and you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement. Each Aggrieved Employee will receive a share of the portion of PAGA penalties allocated to Aggrieved Employees (i.e., \$12,500). Individual PAGA Payments will be calculated as follows:

Defendants will provide the Administrator with the total number of PAGA Period Pay Periods worked by all Aggrieved Employees. Then the Administrator will divide \$12,500 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and multiply the result by the number of PAGA Period Pay Periods worked by each Aggrieved Employee in order to obtain the estimated amount of the Aggrieved Employee’s Individual PAGA Payment.

Your Class Period Pay Periods and Estimated Individual Class Payment:

According to Defendants’ records, you worked ___ weekly pay periods as a **Direct Hire Class Member or Temporary Class Member** during the Class Period (“Class Period Pay Periods”).

Based on your number of Class Period Pay Periods, your estimated Individual Class Payment is \$ _____. Please note this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Your PAGA Period Pay Periods and Estimated Individual PAGA Payment:

According to Defendants’ records, you worked ___ weekly pay periods as a **Direct Hire Class Member or Temporary Class Member** during the PAGA Period (“PAGA Period Pay Periods”).

Based on your number of PAGA Period Pay Periods, your estimated Individual PAGA Payment is \$_____. Please note this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you wish to dispute the number of Class Period Pay Periods and/or PAGA Period Pay Periods attributed to you as listed above, you must mail a letter to the Administrator stating the reasons why you dispute your number of Pay Periods and provide any supporting documentation that you have (e.g., paystubs). You should send copies rather than originals because the documents will not be returned to you. Your letter should also include the estimated number of Pay Periods that you claim to have worked as a Direct Hire Class Member or as a Temporary Class Member during the Class Period and/or PAGA Period. Any disputes and supporting documentation must be mailed to the Administrator at the address listed below by First Class U.S. Mail, postmarked no later than the _____ Response Deadline.

Administrator
Phoenix Settlement Administrators
[Email Address]
[Mailing Address]

Defendants' records regarding the number of Class Period Pay Periods and PAGA Period Pay Periods will be presumed correct, unless you provide timely documentation to the Administrator that establishes otherwise. The Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Class Period Pay Periods and PAGA Period Pay Periods that should be applied and/or the Individual Class Payment and Individual PAGA payment to which you may be entitled. The Administrator's determination will be final. You can't appeal or otherwise challenge its final decision.

EXHIBIT 3

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

Rosa Guardado v. Multi-Pak Corporation, et al.

Los Angeles County Superior Court, Case No. 20STCV45681

**IF YOU COMPLETE THIS FORM YOU WILL NOT RECEIVE YOUR SHARE
OF CLASS SETTLEMENT BENEFITS UNDER THE SETTLEMENT**

**DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE
SETTLEMENT**

**TO BE EXCLUDED FROM THE SETTLEMENT, THIS REQUEST FOR EXCLUSION
FORM MUST BE SIGNED AND MAILED TO THE ADMINISTRATOR VIA U.S. MAIL
POSTMARKED ON OR BEFORE [REDACTED].**

INSTRUCTIONS

If you do **not** want to participate in this lawsuit and Settlement, you may “opt out” of the Settlement. If you opt out of this lawsuit and the Settlement, (a) you will have no right to receive any class action settlement benefit under the Settlement in this case; (b) you will not be bound by the terms of the Settlement; and (c) you will have no right to object to the Settlement and be heard at the Final Approval hearing.

If you were employed between July 2, 2019 and [date of preliminary approval] you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 (“PAGA”) claim because the opt-out provision does not apply to this claim. However, you **will not** receive your share of the settlement for the class claims.

To opt out, you must fill out all information in the section below, sign, and return this Request for Exclusion Form to the Administrator at the address below. To be timely, your Request for Exclusion Form must be postmarked **on or before the _____ Response Deadline.**

Phoenix Settlement Administrators

[Mailing Address]

OPT OUT SIGNATURE

By signing this Request for Exclusion Form, I wish and hereby exclude myself from the class settlement reached in the matter of *Guardado v. Multi-Pak Corporation, et al.* By signing this Request for Exclusion Form, I understand that I will not receive money from the class portion of the settlement, and cannot object to the Settlement or to be heard at the Final Approval hearing.

Signed: _____ Dated: _____

Print Name: _____

Address: _____

EXHIBIT 4

OBJECTION FORM

Rosa Guardado v. Multi-Pak Corporation, et al.
Los Angeles County Superior Court, Case No. 20STCV45681

INSTRUCTION: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form to the Administrator at the address listed below. Please state each reason for your objection and any legal support for your objection. You must sign and complete this form accurately and in its entirety. You must mail this form to the Administrator at the address below so that it is postmarked on or before the _____ Response Deadline.

Phoenix Settlement Administrators
[Mailing Address]

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement. You cannot object to the Settlement if you request exclusion from the Settlement. You may come to the Final Approval Hearing and be heard even if you do not complete this form.

1. CONTACT INFORMATION

First and Last Name: _____
Home Street Address: _____
City, State, Zip Code: _____
Home Telephone Number: (____) _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Signed: _____ Dated: _____

Print Name: _____