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23 Attorneys for Defendants MATTHEWS  
24 INTERNATIONAL CORPORATION; THE  
25 YORK GROUP, INC.; AND SANNIPOLI  
26 CORPORATION

27 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

28 **FOR THE COUNTY OF RIVERSIDE**

**RIVERSIDE HISTORIC COURTHOUSE**

29 PEDRO CEDENO, as an individual on behalf of  
30 himself and on behalf of all others similarly  
31 situated,

32 Plaintiff,

33 vs.

34 SANNIPOLI CORPORATION, a  
35 California Corporation; MATTHEWS  
36 INTERNATIONAL CORPORATION, a  
37 Pennsylvania Corporation; THE YORK  
38 GROUP, INC., a Delaware Corporation; and  
DOES 1-100, inclusive,

Defendants.

Lead Case No. CVRI2303826  
[Consolidated with Case Nos. CVRI2304132;  
CVRI2304915; and CVRI2306853]

[Assigned for all purposed to The Honorable  
Harold Hopp, Dept. 1]

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and  
2 between Plaintiffs Pedro Cedeno (“Cedeno”) and Santos Martinez Padilla (“Padilla”) (Cedeno and  
3 Padilla collectively “Plaintiffs”) and Defendants Matthews International Corporation  
4 (“Matthews”), The York Group Inc., (“York”) and Sannipoli Corporation (“Sannipoli”)  
5 (collectively “Defendants”) (collectively “the Parties”) with regard to the consolidated lawsuits,  
6 lead case titled *Cedeno v. Matthews International Corporation, et al.*, Case No. CVRI2303826  
7 pending in the Superior Court of the State of California, County of Riverside (the “Civil  
8 Actions”).

### 9 **THE SETTLEMENT**

10 1. Subject to the Court’s approval pursuant to Section 382 of the California Code of  
11 Civil Procedure and Rule 3.769 of the California Rules of Court, Plaintiffs and Defendants have  
12 agreed to settle the Civil Actions upon the terms and conditions and for the consideration set forth  
13 in this Agreement.

### 14 **DEFINITIONS**

15 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the  
16 meanings set forth below:

17 2. “Civil Actions” means the lawsuits filed by Plaintiffs in the Superior Court of the  
18 State of California for the County of Riverside titled, *Pedro Cedeno v. Matthews International et*  
19 *al*, Case Number CVRI2303826, *Pedro Cedeno v. Matthews International et al*, Case Number  
20 CVRI2304132, *Santos Martinez Padilla v. Matthews International et al*, Case Number  
21 CVRI2304915, *Santos Martinez Padilla v. Matthews International et al*, Case Number  
22 CVRI2306853, all of which have been consolidated under lead Case Number CVRI2303826.

23 3. “Class”, “Classes”, “Class Member” or “Class Members” means all current and  
24 former non-exempt hourly employees, including Plaintiffs, who worked for Defendants directly or  
25 through a staffing agency at a Sannipoli Corporation d/b/a/ Whited Cemetery Service location in  
26 California during the Class Period.

27 4. “Class Counsel” means Zachary Crosner, Brandon Brouillette, and Chad Saunders  
28

1 from Crosner Legal P.C. (“Crosner”) and Norman Blumenthal, Kyle Nordrehaug, and Aparajit  
2 Bhowmik from Blumenthal Nordrehaug Bhowmik De Blouw (“BNBD”).

3 5. “Class Period” means between July 26, 2019, through April 4, 2024.

4 6. “Class Representatives” or “Plaintiffs” means plaintiffs Pedro Cedeno and Santos  
5 Martinez Padilla.

6 7. “Complaints” means the Complaints filed in the Superior Court of the State of  
7 California for the County of Riverside titled, *Pedro Cedeno v. Matthews International et al*, Case  
8 Number CVRI2303826, *Pedro Cedeno v. Matthews International et al*, Case Number  
9 CVRI2304132, *Santos Martinez Padilla v. Matthews International et al*, Case Number  
10 CVRI2304915, *Santos Martinez Padilla v. Matthews International et al*, Case Number  
11 CVRI2306853, all of which have been consolidated under lead Case Number CVRI2303826..

12 8. “Court” means the Superior Court of the State of California for the County of  
13 Riverside.

14 9. “Defendants” means Defendants Matthews International Corporation, The York  
15 Group, Inc. and Sannipoli Corporation.

16 10. “Defense Counsel” means Jennifer C. Terry and Corrie J. Buck of Reed Smith  
17 LLP.

18 11. “Effective Date” means the first date upon which all of the following events have  
19 occurred:

20 (i) this Agreement has been executed by all Parties and by Class Counsel and  
21 Defense Counsel;

22 (ii) the Court has preliminarily approved the Settlement;

23 (iii) notice has been properly given to Class Members;

24 (iv) the Court has held a Final Fairness and Approval Hearing and entered the  
25 Final Order and Judgment approving the Settlement; and

26 (v) in the event no objection is submitted, then the date Judgment is entered, in  
27 the event no appeal is filed, then sixty (60) days after the entry of the Final  
28

1 Order and Judgment, or, if an appeal is filed, upon the final dismissal of the  
2 appeal, writ or other appellate proceeding opposing this Agreement.

3 12. “Employer’s Share of Payroll Taxes” means Defendants’ portion of payroll taxes,  
4 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement  
5 Payments that constitutes wages. This additional amount shall be paid by Defendants in addition  
6 to the GSA and sent to the Settlement Administrator at the same time as the GSA. The Settlement  
7 Administrator shall handle the calculation of the taxes owed, payment of such amounts to the  
8 appropriate agencies, and reporting.

9 13. “Enhancement Award” means any payment to the Class Representatives for their  
10 service to the Class and their individual release as set forth in paragraph 86, which is in addition to  
11 whatever payments they may otherwise be entitled to as a Settlement Class Member.

12 14. “Final Fairness and Approval Hearing” means the hearing to be requested by  
13 Plaintiffs and conducted by the Court after the filing by Plaintiffs of an appropriate motion and  
14 following appropriate notice to Class Members giving Class Members an opportunity to opt out  
15 from the Class and Settlement or to object to the Settlement, at which time Plaintiffs shall request  
16 that the Court finally approve the fairness, reasonableness and adequacy of the terms and  
17 conditions of the Settlement, enter the Final Order and Judgment, and take other appropriate  
18 action.

19 15. “Final Order and Judgment” means the order and judgment to be entered by the  
20 Court upon granting final approval of the Settlement and this Agreement as binding upon the  
21 Parties and the Settlement Class Members who do not properly and timely submit a written Opt  
22 Out.

23 16. “Gross Settlement Amount” or “GSA” means the maximum amount (not including  
24 the Employer’s Share of Payroll Taxes) that Defendants shall be required to pay under this  
25 Agreement, which shall be inclusive of all Individual Settlement Payments to Settlement Class  
26 Members, PAGA Payment Share to PAGA Employees, attorneys’ fees and costs, Settlement  
27 Administration Costs, Enhancement Awards to the Class Representatives, and payment to the  
28 California Labor Workforce Development Agency (“LWDA”) pursuant to the California Labor

1 Code Private Attorneys General Act of 2004 (“PAGA”), and employees’ share of payroll taxes on  
2 any portion of the Individual Settlement Payments to the Settlement Class Members that  
3 constitutes wages. The Gross Settlement Amount is Nine Hundred Thousand Dollars and No  
4 Cents (\$900,000.00).

5 17. “Individual Settlement Payment” means the gross amount that shall be paid to  
6 each Settlement Class Member for their Qualifying Workweeks. The Individual Settlement  
7 Payment shall be determined as described in paragraph 73 below. If a Class Member is also a  
8 PAGA Employee, the individual shall also receive a PAGA Payment Share.

9 19. “Net Settlement Amount” means the amount of money remaining after all  
10 Individual Settlement Payments to Settlement Class Members, Class Counsel’s attorneys’ fees,  
11 costs and expenses, any Enhancement Awards to the Class Representatives, settlement  
12 administration costs and expenses, all penalty amounts, and all employee payroll  
13 withholdings/taxes applicable to the Individual Settlement Payment made to Settlement Class  
14 Members are deducted from the Gross Settlement Amount.

15 20. “Notice of Class Action and PAGA Settlement” or “Notice” means the form  
16 attached hereto as **Exhibit 1** or whichever form is approved by the Court that shall be provided to  
17 the Class Members to inform them of the terms of this Agreement and their rights and options  
18 related thereto in the various methods described in paragraphs 56 and 58-60 below. Upon approval  
19 by the Court, the Notice of Class Action and PAGA Settlement shall be translated into Spanish,  
20 and both the English and Spanish versions shall be provided to the Class Members.

21 21. “Objection” means a Class Member’s written objection to the Settlement. Any  
22 Objection shall be in the form described in paragraph 65 below.

23 22. “Opt Out” means a written request that a Class Member may submit to be excluded  
24 from the Class and the Settlement. Any Opt Out shall be in the form described in paragraph 61  
25 below.

26 23. “PAGA Employees” means all current and former non-exempt employees of  
27 Defendants who worked either directly or through a staffing agency at a Whited Cemetery Service  
28 location in California employed between June 7, 2022 through the earlier of: (a) April 4, 2024, or

1 (b) the date of preliminary approval.

2 24. "PAGA Letters" means the notice of alleged Labor Code violations that Pedro  
3 Cedeno caused to be sent to the LWDA pursuant to Labor Code Section 2699.3(l) on or about  
4 June 7, 2023, and the notice of alleged Labor Code violations that Santos Martinez Padilla caused  
5 to be sent to the LWDA pursuant to Labor Code Section 2699.3(l) on or about August 22, 2023.

6 25. "PAGA Payment" means the amount that the Parties have agreed to pay to the  
7 California Labor and Workforce Development Agency ("LWDA") and the PAGA Employees in  
8 connection with the California Labor Code Private Attorneys General Act of 2004, California  
9 Labor Code Sections 2698, *et seq.* ("PAGA"). The Parties have agreed that Sixty Thousand  
10 Dollars and No Cents (\$60,000) of the Gross Settlement Amount will be allocated to the resolution  
11 of all claims arising under PAGA. Pursuant to Labor Code Section 2699(i), it shall be distributed  
12 as follows: 25%, or \$15,000, to the PAGA Employees and 75%, or \$45,000, to the LWDA. If it  
13 should later be determined by the Court that an additional amount is needed to effectuate a full and  
14 complete release of all PAGA claims, the amount shall be deducted from the Gross Settlement  
15 Amount.

16 26. "PAGA Payment Share" means the gross amount that shall be paid to each PAGA  
17 Employee for their total PAGA Workweeks. The PAGA Payment Share for PAGA Employees  
18 shall be calculated as described in paragraph 74 below.

19 27. "PAGA Period" means the period between June 7, 2022 through the earlier of: (a)  
20 April 4, 2024, or (b) the date of preliminary approval.

21 28. "PAGA Workweeks" means the total number of workweeks worked by each  
22 PAGA Employee during the PAGA Period based on Defendants' records.

23 29. "PAGA Workweek Payment Rate" means the gross amount that shall be paid for  
24 each PAGA Workweek for PAGA Employees as described below in paragraph 74.

25 30. "Party" or "Parties" means Plaintiffs and Defendants.

26 31. "Preliminary Approval Order" means the order to be issued by the Court approving  
27 and authorizing the mailing of the Notice of Class Action and PAGA Settlement by the Settlement  
28 Administrator, setting the date of the Final Fairness and Approval Hearing and granting

1 preliminary approval of the Settlement set forth in this Stipulation, among other things,  
2 substantially in the form attached as **Exhibit 2**, or as subsequently modified with the approval of  
3 counsel for all Parties.

4 32. "Proof of Work" means document(s) that a Class Member and/or PAGA Employee  
5 may submit to the Settlement Administrator to show that they are entitled to payment based upon  
6 a different number of Qualifying Workweeks and/or PAGA Workweeks than the number(s)  
7 calculated by the Settlement Administrator based upon Defendants' data. Adequacy of the Proof  
8 of Work submitted will be evaluated by Class Counsel, Defense Counsel, and the Settlement  
9 Administrator. In the event of a disagreement, the Settlement Administrator will make the final  
10 decision.

11 33. "Qualifying Workweeks" means the total number of workweeks worked by each  
12 Class Member during the Class Period based on Defendants' records.

13 34. "Released Class Claims" are defined in paragraph 93 below.

14 35. "Released PAGA Claims" with respect to the PAGA Employees are defined in  
15 paragraph 94 below.

16 36. "Released Parties" means Matthews International Corporation, The York Group,  
17 Inc., and Sannipoli Corporation together with their officers, directors, employees and agents.

18 37. "Response Deadline" means the forty-five (45) day period following the date the  
19 Settlement Administrator mails the Notice of Class Action and PAGA Settlement to Class  
20 Members within which any Class Member may: (a) submit a written Opt Out form to be excluded  
21 from the Class and this Settlement (Opt-Out Form attached as **Exhibit 2**); (b) submit an Objection  
22 (Objection Form attached as **Exhibit 3**); and/or (c) submit a dispute regarding their Qualifying  
23 Workweeks and/or PAGA Workweeks and any Proof of Work. For purposes of this definition,  
24 the term "submit" refers to the date by which the correspondence is postmarked, faxed, or emailed  
25 and is thereafter received by the Settlement Administrator. All Opt Outs and Objections must be  
26 submitted on or before the end of the Response Deadline or within the extended deadline for  
27 certain Class Members only as expressly described in paragraph 58(a).

28 38. "Settlement" means the final and complete disposition of the Civil Actions as

1 provided for in this Agreement and all Exhibits hereto.

2 39. “Settlement Administrator” means Apex Class Action Administration (“Apex”).

3 40. “Settlement Administration Costs” means the reasonable costs and fees of  
4 administration of this Settlement to be paid to the Settlement Administrator from the Gross  
5 Settlement Amount, including, but not limited to: (i) translating into Spanish, printing and  
6 emailing and mailing and re-mailing (if necessary) of Notices of Class Action and PAGA  
7 Settlement to Class Members and PAGA Employees; (ii) preparing and maintaining a web site for  
8 settlement administration; (iii) preparing and submitting to Settlement Class Members, PAGA  
9 Employees, and government entities all appropriate tax filings and forms; (iv) computing the  
10 amount of and distributing Individual Settlement Payments, PAGA Payment Shares, Class  
11 Representative Service Award, and Class Counsel Attorneys’ Fees, Costs and Expenses; (v)  
12 processing and validating Opt Outs; and (vi) calculating and remitting to the appropriate  
13 government agencies all employer and employee payroll tax obligations arising from the  
14 Settlement and preparing and submitting filings required by law in connection with the payments  
15 required by the Settlement.

16 41. “Settlement Class Members” means Plaintiffs and all other Class Members who do  
17 not submit a timely and valid Opt Out under the process described in paragraph 61.

18 42. “Workweek Payment Rate” means the gross amount that shall be paid for each  
19 Qualifying Workweek as described below in paragraph 73.

## 20 **BACKGROUND**

21 43. On July 26, 2023, Plaintiff Pedro Cedeno (“Cedeno”) filed a putative class action  
22 complaint in Riverside County Superior Court against Matthews International Corporation, The  
23 York Group, Inc., and Sannipoli Corporation (“Defendants”), case number CVRI2303826 (the  
24 “Cedeno Class Action Complaint”). Through the Cedeno Class Action Complaint, Cedeno, a non-  
25 former exempt employee seeks damages, restitution, penalties, unpaid wages, injunctive relief,  
26 declaratory relief, pre- and post-judgment interest, costs, attorneys’ fees, and any other relief  
27 deemed appropriate by the Court on the basis of the allegations, inter alia, against Defendants: (1)  
28 violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (2)



1 violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (3) violation of California  
2 Labor Code §§ 226.7 and 512 (a) (unpaid meal period premiums); (4) violation of California  
3 Labor Code § 226.7 (unpaid rest period premiums); (5) violation of California Labor Code §  
4 226(a) (non-compliant wage statements); (6) violation of California Labor Code §§ 201 and 202  
5 (final wages not timely paid); (7) violation of California Labor Code §§ 2800 and 2802  
6 (unreimbursed business expenses); (8) violation of California Business & Professions Code §§  
7 17200, et seq.

8 44. On September 12, 2023, Defendants filed their Answer to the Cedeno Class Action  
9 Complaint

10 45. On August 11, 2023, Cedeno filed a second complaint under the Private Attorney  
11 General’s Act (“PAGA”) in Riverside County Superior Court against Defendants, case number  
12 CVRI2304132 (the “Cedeno PAGA Complaint”). The Cedeno PAGA Complaint alleges  
13 violations of the PAGA, including failure to pay overtime wages, failure provide meal periods or  
14 to pay premiums in lieu thereof, failure to provide rest periods or to pay rest premiums in lieu  
15 thereof, failure to pay minimum wages, failure to timely pay wages upon separation from  
16 employment, failure to timely pay wages during employment, failure to provide accurate itemized  
17 wage statements, failure to reimburse business expenses, failure to maintain records, credit check  
18 related claims, background check/criminal history related claims, failure to pay sick wages at the  
19 regular rate, failure to provide supplemental paid sick leave, failure to pay vacation wages, failure  
20 to provide suitable resting facilities, failure to provide suitable seating, and OSHA and Cal/OSHA  
21 violations.

22 46. On October 3, 2023, Defendants filed their Answer to the Cedeno PAGA  
23 Complaint.

24 47. On September 18, 2023, Plaintiff Santos Martinez Padilla (“Padilla”) filed a  
25 putative class action complaint in Riverside County Superior Court against Matthews International  
26 Corporation, The York Group, Inc., and Sannipoli Corporation (“Defendants”), case number  
27 CVRI2304915 (the “Padilla Class Action Complaint”). Through the Padilla Class Action  
28 Complaint, Padilla, a non-exempt employee seeks damages, restitution, penalties, unpaid wages,

1 injunctive relief, declaratory relief, pre- and post-judgment interest, costs, attorneys’ fees, and any  
2 other relief deemed appropriate by the Court on the basis of the allegations, inter alia, against  
3 Defendants: (1) violation of California Business & Professions Code §§ 17200, et seq.; (2)  
4 violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (3)  
5 violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (4) violation of California  
6 Labor Code §§ 226.7 and 512 (a) (unpaid meal period premiums); (5) violation of California  
7 Labor Code § 226.7 (unpaid rest period premiums); (6) violation of California Labor Code §  
8 226(a) (non-compliant wage statements); (7) violation of California Labor Code §§ 2800 and 2802  
9 (unreimbursed business expenses); (8) violation of California Labor Code §§ §§201-204, 233, 246  
10 (failure to pay sick time).

11 48. Due to the pending settlement discussions, the Parties stipulated, and the Court  
12 ordered, that Defendants’ responsive pleading deadline to the Padilla Class Action Complaint  
13 would be April 28, 2024.

14 49. On December 21, 2023, Padilla filed a second complaint under the Private Attorney  
15 General’s Act (“PAGA”) in Riverside County Superior Court against Defendants, case number  
16 CVRI2306853 (the “Padilla PAGA Complaint”). The Padilla PAGA Complaint alleges violations  
17 of the PAGA, including failure to pay overtime wages, failure provide meal periods or to pay  
18 premiums in lieu thereof, failure to provide rest periods or to pay rest premiums in lieu thereof,  
19 failure to pay minimum wages, failure to timely pay wages upon separation from employment,  
20 failure to timely pay wages during employment, failure to provide accurate itemized wage  
21 statements, failure to reimburse business expenses, failure to maintain records, credit check related  
22 claims, background check/criminal history related claims, failure to pay sick wages at the regular  
23 rate, failure to provide supplemental paid sick leave, failure to pay vacation wages, failure to  
24 provide suitable resting facilities, failure to provide suitable seating, and OSHA and Cal/OSHA  
25 violations.

26 50. Defendants’ Answer to the Padilla PAGA Complaint is currently April 10, 2024.

27 51. The Cedeno Class Action Complaint, the Cedeno PAGA Complaint, the Padilla  
28 Class Action Complaint, and the Padilla PAGA Complaint shall be referred to hereafter as the

1 “Complaints.”

2 52. On February 8, 2024, the Parties filed a stipulation to consolidate the Complaints  
3 into a single action, with the lead Case Number CVRI2303826.

4 53. On February 20, 2024 the Court granted the stipulation and ordered the Complaints  
5 to be consolidated for the purposes of settlement and approval.

6 54. Defendants deny each of the allegations of the Complaints and the PAGA Letters,  
7 denies Defendants has any liability for the claims of Plaintiffs, the putative class(es) they purport  
8 to represent or any allegedly aggrieved employee, and deny that Plaintiffs, the putative class(es)  
9 they purport to represent or any allegedly aggrieved employee are entitled to any relief.

10 55. Class Counsel and Defense Counsel have extensive experience in litigating wage  
11 and hour class actions in California. Class Counsel and Defense Counsel have vigorously litigated  
12 the Civil Action since its inception.

13 56. On January 5, 2024, the Parties engaged in mediation before Louis Marlin, Esq., an  
14 experienced mediator in this area of law. During the mediation, Plaintiffs and Defendants agreed  
15 on the principal terms of a settlement and, thereafter, executed a Memorandum of Understanding  
16 (“MOU”) to memorialize their agreement on or about January 22, 2024. The MOU is superseded  
17 in all respects by this Agreement.

18 50. This Agreement is made in compromise of and embraces all claims against any of  
19 the Released Parties as enumerated in paragraphs 93-94 below.

20 51. Because the settled matters are putative class and representative actions, this  
21 Agreement must receive preliminary and final approval by the Court. Accordingly, Plaintiffs and  
22 Defendants enter into this Agreement on a conditional basis. Should the Court, or any other court  
23 taking jurisdiction of this matter, decline to approve all material aspects of the Settlement or make  
24 any ruling substantially altering the material terms of the Settlement, the Settlement shall be  
25 voidable and unenforceable as to Plaintiffs and Defendants, at the option of any party. Subject to  
26 the requirements of the immediately preceding sentence, any party may exercise its option to void  
27 this Settlement by giving notice, in writing, to the other Parties and to the Court at any time before  
28 final approval by the Court of this Settlement. The Party electing to void this Settlement will pay

1 all of the Settlement Administration Costs incurred as of the time such Party elected to void the  
2 Settlement. In the event that the Effective Date, as defined herein does not occur, this Agreement  
3 shall be deemed null and void *ab initio* and shall be of no force or effect whatsoever, and shall not  
4 be referred to or utilized for any purpose. Defendants deny all of Plaintiffs' claims and all class  
5 and representative claims as to liability and damages. Defendants expressly reserve all rights to  
6 challenge any and all such claims and allegations upon all procedural and factual grounds,  
7 including the assertion of all defenses, if the Effective Date of the Settlement does not occur.  
8 Likewise, Plaintiffs expressly reserves all rights to pursue, amend, dismiss or otherwise dispose of  
9 the claims covered under this Settlement, including but not limited to seeking damages, restitution,  
10 fees, expenses, interest and/or any other monetary amount in excess of the GSA set forth above for  
11 the claims included in the Civil Actions or for any other claims Plaintiffs may have against  
12 Defendants, in the event the Effective Date of the Settlement does not occur.

13         52. Plaintiffs and Class Counsel have concluded, after taking into account the sharply  
14 disputed factual and legal issues involved in the Complaints, the risks attending further  
15 prosecution, and the substantial benefits to be received pursuant to settlement as set forth in this  
16 Agreement, that settlement on the terms set forth herein is in the best interest of Plaintiffs and the  
17 Class and the PAGA Employees, and is fair and reasonable.

18         53. Similarly, Defendants have concluded, after taking into account the sharply  
19 disputed factual and legal issues involved in the Civil Action, the risks and expense attending  
20 further litigation, and their desire to put the controversy to rest, that settlement on the terms set  
21 forth herein is in their best interest and is fair and reasonable.

22         54. This Settlement contemplates (i) entry of an order preliminarily approving the  
23 Settlement, (ii) distribution of the Notice of Class Action and PAGA Settlement to Class Members  
24 and PAGA Employees, and (iii) entry of a Final Order and Judgment of the Settlement. The Court  
25 shall retain jurisdiction over the Civil Action and Parties for purposes of enforcing the Settlement  
26 and resolving any disputes relating to the Settlement.

27                     **SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

28                                     **Preliminary Approval of Settlement**



1 **Notice of Class Action and PAGA Settlement by Mail**

2 58. The Settlement Administrator shall, within fourteen (14) days receiving the Class  
3 Data from Defendants, mail by First-Class United States mail the Notice of Class Action and  
4 PAGA Settlement to each Class Member and PAGA Employee, translated by the Settlement  
5 Administrator into English and Spanish (hereinafter “Notice”), using the most recent address  
6 available to the Settlement Administrator for mail delivery, after updating provided addresses  
7 using the National Change of Address Database. The Settlement Administrator shall also, within  
8 10 days of mailing the Notice, send an electronic copy of the Notice via email to the last known  
9 email addresses (to the extent available) of each Class Member and PAGA employee.

10 a. Any Notice returned to the Settlement Administrator as non-  
11 delivered on or before the Response Deadline with a forwarding address from the  
12 U.S. postal service shall be promptly re-mailed to the forwarding address affixed  
13 thereto. If no forwarding address is provided, the Settlement Administrator shall  
14 promptly attempt to determine a correct address by the use of skip-tracing, or other  
15 automated search, and shall then promptly perform a re-mailing to the Class  
16 Member whose Notice was returned as non-delivered, assuming another mailing  
17 address is identified by the Settlement Administrator. A letter prepared by the  
18 Settlement Administrator will be included in the re-mailed Notice in that instance,  
19 stating that the recipient of the Notice has until the original deadline set forth on the  
20 Notice, or ten (10) calendar days after the date of re-mailing of the Notice  
21 (whichever is later) to object or submit an Opt Out or submit Proof of Work. In no  
22 event shall this be more than ten (10) calendar days after the Response Deadline.

23 b. If these procedures are followed, notice to Class Members shall be  
24 deemed to have been fully satisfied, and if the intended recipient does not receive  
25 the Notice of Class Action and PAGA Settlement, the intended recipient shall  
26 nevertheless remain a Class Member and shall be bound by all terms of the  
27 Settlement and the Final Order and Judgment.

28 59. The Notice of Class Action and PAGA Settlement to be provided to each Class









1 weekly updates to Class Counsel and Defense Counsel regarding the opt outs, disputes, and  
2 objections.

### 3 **Sufficient Notice**

4 64. The Parties agree that compliance with the procedures described in this Agreement  
5 constitutes due and sufficient notice to Class Members and PAGA Employees of this Settlement  
6 and the Final Fairness and Approval Hearing, and satisfies the requirements of due process, and  
7 that nothing else shall be required of Plaintiffs, Class Counsel, Defendants, Defense Counsel, or  
8 the Settlement Administrator to provide notice to Class Members of the Settlement and the Final  
9 Fairness and Approval Hearing.

### 10 **Objections to Settlement**

11 65. Any Class Member or PAGA Employee wishing to object to this Settlement shall  
12 inform the Court, Class Counsel, and Defense Counsel in writing of their intent to object by  
13 following the procedure set forth in the Notice of Class Action and PAGA Settlement no later than  
14 the Response Deadline. Any Objection must: (1) state the Class Member's or PAGA Employee's  
15 full name, address, and the last four digits of his or her Social Security Number (for identification  
16 purposes only); (2) state the grounds for the objection; (3) be signed by the Class Member or  
17 PAGA Employee or their lawful representative; and (4) be postmarked on or before the Response  
18 Deadline and returned to the Settlement Administrator and/or be emailed to the Settlement  
19 Administrator by 11:59 pm on the date of the Response Deadline. Class Members may use the  
20 Objection Form attached hereto as **Exhibit 3** to object to the Settlement.

21 66. Any Class Member or PAGA Employee who fails to file a timely written Objection  
22 shall be foreclosed from objecting to this Settlement, unless otherwise ordered by the Court.

23 67. Class Counsel and Defense Counsel shall file any responses to any written  
24 Objections submitted to the Court in accordance with this Agreement at least seven (7) days  
25 before the Final Fairness and Approval Hearing, or on another date set by the Court.

26 68. Class Counsel shall file a motion for final approval within the timeframe provided  
27 in the Code of Civil Procedures. Class Counsel shall provide the motion for final approval to  
28 Defense Counsel for review of the substance contained in the motion for final approval at least 10

1 days prior to filing.

### 2 **Final Fairness and Approval Hearing**

3 69. On the date set forth by the Court for the Final Fairness and Approval Hearing in  
4 the order granting preliminary approval of the Settlement, a Final Fairness and Approval Hearing  
5 shall be held before the Court in order to consider and determine: (i) whether the Court should  
6 give this Settlement final approval; (ii) whether the Court should approve Class Counsel's  
7 application for attorneys' fees, costs and expenses and any Enhancement Award to the Class  
8 Representative; and (iii) to hear any timely objections to the Settlement. At the Final Fairness and  
9 Approval Hearing, Plaintiffs, Class Counsel, Defendants, and Defense Counsel shall ask the Court  
10 to give final approval to this Settlement. If the Court grants final approval of the Settlement, the  
11 Settlement Administrator shall post notice of final judgment on its website within seven (7)  
12 calendar days of entry of the Final Order and Judgment. Class Counsel shall submit a copy of the  
13 Final Order and Judgment to the LWDA within ten (10) days after entry of the Final Order and  
14 Judgment in accordance with California Labor Code section 2699(1)(3).

### 15 **Settlement Payment Procedures**

16 Payments under this Agreement shall be made by the Settlement Administrator as follows:

17 70. Settlement Class Members shall be paid exclusively from the Net Settlement  
18 Amount.

19 71. The Parties have agreed to pay the LWDA and PAGA Employees Sixty Thousand  
20 Dollars (\$60,000). PAGA Employees shall be paid exclusively from the allocated amount from  
21 the Gross Settlement Amount as described above.

22 72. Plaintiffs and Defendants recognize and agree that the asserted claims in the Civil  
23 Actions are extremely difficult to quantify with any certainty for any given year, or at all, and are  
24 subject to a myriad of differing calculations and formulas. Plaintiffs and Defendants agree that the  
25 formulas for allocating Individual Settlement Payment to Settlement Class Members and PAGA  
26 Payment Shares to PAGA Employees provided herein are reasonable and that the Individual  
27 Settlement Payments and PAGA Payment Shares are designed to provide a fair settlement, despite  
28 the uncertainties of the amounts alleged to be owed to Settlement Class Members and PAGA

1 Employees and the calculation of them. Distribution amongst Settlement Class Members is based  
2 on Qualifying Workweeks that the Class Member was employed during the Class Period. Further,  
3 distribution amongst PAGA Employees is based on PAGA Workweeks that the PAGA Employee  
4 worked during the PAGA Period. Plaintiffs and Defendants have agreed that the distribution to  
5 each Settlement Class Member and PAGA Employee shall be determined as set forth in  
6 paragraphs 73 and 74 below.

7 73. The Individual Settlement Payment to each Settlement Class Member shall be  
8 determined based on the number of Qualifying Workweeks worked by the Settlement Class  
9 Member during the Class Period. The Net Settlement Amount shall be divided by the total  
10 number of Qualifying Workweeks for all Settlement Class Members during the Class Period. The  
11 result of this division shall yield a Workweek Payment Rate for the Class. The gross amount of  
12 each Settlement Class Member's Individual Settlement Payment shall be calculated by multiplying  
13 the number of Qualifying Workweeks applicable to that Class Member by the Workweek Payment  
14 Rate. Governmentally-required employee tax withholdings shall be deducted from that portion of  
15 each Individual Settlement Payment allocated as wages.

16 74. From the PAGA Payment (which shall be deducted from the Gross Settlement  
17 Amount), PAGA Payment Shares shall be allocated to the PAGA Employees. The PAGA  
18 Payment Share to each PAGA Employee shall be determined based on the number of PAGA  
19 Workweeks worked by the PAGA Employee during the PAGA Period. The \$15,000 allocated to  
20 the PAGA Employees shall be divided by the total number of PAGA Workweeks for all PAGA  
21 Employees during the PAGA Period. The result of this division shall yield a PAGA Workweek  
22 Payment Rate. The gross amount of each PAGA Employee's PAGA Payment Share shall be  
23 calculated by multiplying the number of PAGA Workweeks applicable to that PAGA Employee  
24 by the PAGA Workweek Payment Rate.

25 75. Within fifteen (15) days after the Effective Date, Defendants shall transmit the  
26 Gross Settlement Amount to the Settlement Administrator.

27 76. Within twenty-one (21) business days after the Effective Date, the Settlement  
28 Administrator shall transmit to Class Counsel the attorneys' fees, costs and expenses approved by

1 the Court, shall transmit to the Class Representatives their Enhancement Awards approved by the  
2 Court, shall transmit to the LWDA the payment pursuant to PAGA, shall mail Individual  
3 Settlement Payments to each Settlement Class Member, and PAGA Payment Shares to each  
4 PAGA Employee.

5 77. Individual Settlement Payments and PAGA Payment Shares shall be made by  
6 check and shall be made payable to each Settlement Class Member and PAGA Employee as set  
7 forth in this Agreement. Under no circumstances shall the Settlement Administrator distribute  
8 checks to Settlement Class Members and/or PAGA Employees until all timely workweek disputes  
9 with Proof of Work have been considered, calculated, and accounted for, and the Class Counsel  
10 fees and expenses, costs of the Settlement Administrator, and an Enhancement Award have been  
11 calculated and accounted for.

12 78. The Individual Settlement Payments are payments for all Released Class Claims for  
13 the Settlement Class Members. The PAGA Payment Shares are payments for the Released PAGA  
14 Claims for the PAGA Employees. The Settlement Administrator shall be authorized to establish a  
15 Qualified Settlement Fund (“QSF”) pursuant to Internal Revenue Service (“IRS”) rules and  
16 regulations in which the Gross Settlement Amount shall be placed and from which payments  
17 required by the Settlement shall be made. Twenty-Five percent (25%) of the amount of each  
18 Individual Settlement Payment to each Settlement Class Member shall be allocated to their  
19 respective alleged unpaid wage claims and shall be paid net of all applicable employment taxes,  
20 including any federal, state, and/or local in issue tax withholding requirements and the employee  
21 share of FICA taxes. Seventy-Five percent (75%) of the amount of each Individual Settlement  
22 Payment to each Individual Settlement Class Member shall be allocated to alleged premium pay,  
23 penalties and interest, and shall not be subject to withholding. PAGA Payment Shares will be  
24 allocated entirely as penalties and will be included on an IRS Form 1099 to each PAGA  
25 Employee. Each Settlement Class Member, PAGA Employee, Class Counsel, and Class  
26 Representative shall be responsible for remitting to state and/or federal taxing authorities any  
27 applicable taxes which may be owed on the portion of any payment received pursuant to this  
28 Agreement, except as provided by this Agreement. The employer’s share of payroll taxes shall

1 not be paid from the Gross Settlement Amount and shall remain the sole responsibility of  
2 Defendants. Defendants shall remit the additional amount of the Employer's Share of Payroll  
3 Taxes to the Settlement Administrator along with the Gross Settlement Amount.

4 79. It is expressly understood and agreed that the receipt of an Individual Settlement  
5 Payment and/or PAGA Payment Share shall not entitle any Class Member and/or PAGA  
6 Employee to compensation or benefits under any company bonus, contest or other compensation  
7 or benefit plan or agreement in place during the applicable Class Period nor applicable PAGA  
8 Period, nor shall it entitle any Class Member and/or PAGA Employee to any increased retirement,  
9 401(k) or matching benefits, or deferred compensation benefits. The Parties agree that any  
10 Individual Settlement Payments made to Settlement Class Members and any PAGA Payment  
11 Share made to PAGA Employees under the terms of this Agreement shall not represent any  
12 modification of previously credited length of service or other eligibility criteria under any bonus  
13 plan, employee pension benefit plan or employee welfare plan sponsored by any of the Released  
14 Parties, or to which any of the Released Parties are required to make contributions. Further, any  
15 Individual Settlement Payments and PAGA Payment Shares made under this Agreement shall not  
16 be considered compensation in any year for purposes of determining eligibility for, or benefit  
17 accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by  
18 any of the Released Parties or to which any of the Released Parties are required to make  
19 contributions. It is the Parties' intent that the Individual Settlement Payments and PAGA Payment  
20 Shares provided for in the Agreement are the sole payments to be made by Defendants to the Class  
21 Members and PAGA Employees, and that the Class Members and PAGA Employees are not  
22 entitled to any new or additional compensation or benefits as a result of having received the  
23 Individual Settlement Payments and PAGA Payment Shares, notwithstanding any contrary terms  
24 in any agreement, contract, benefit or compensation plan document that might have been in effect  
25 during the applicable Class Period and PAGA Period.

26 80. Individual Settlement Payment checks and PAGA Payment Share checks shall  
27 remain negotiable for 180 days from the date of mailing. The envelopes containing the settlement  
28 distributions to Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT

1 CHECK IS ENCLOSED.” The settlement distribution checks shall be valid for 180 from the date  
2 of mailing. The Settlement Administrator shall mail a reminder postcard to any Class Member  
3 whose check has not been negotiated within 60 days after the date of mailing. If (i) any of the  
4 class members are current employees of the Defendants, (ii) the distribution mailed to those  
5 employees is returned to the administrator as being undeliverable, and (iii) the Administrator is  
6 unable to locate a valid mailing address, the Administrator shall arrange with the Defendants to  
7 have those distributions delivered to the employees at their place of employment. The settlement  
8 distribution shall include notification of the entry of judgment in the envelope which shall read as  
9 follows: “Please be advised that on \_\_\_\_\_ [date], the Court entered judgment in this  
10 action, *Cedeno v. Sannipoli*, Case No. CVRI2303826, and a copy of the Judgment can be found by  
11 going to the Settlement Administrator’s website as set forth in the Class Notice. Any Individual  
12 Settlement Payment checks or PAGA Payment Share checks that remain uncashed after One  
13 Hundred Eighty (180) days from issuance shall be void. The Settlement Administrator shall pay  
14 the funds represented by such un-redeemed checks to the Settlement Class Members who did cash  
15 their checks on a pro-rata basis based on their Workweek Payment Rates, as described above. In  
16 such event, the Settlement Class Member and/or PAGA Employee who did not cash his or her  
17 check shall nevertheless remain bound by the Settlement’s Released Class Claims and/or Released  
18 PAGA Claims, as applicable. Notwithstanding the foregoing, the Settlement’s Released Class  
19 Claims does not include any individual claims under Section 16(b) of the FLSA, 29 U.S.C. 216(b),  
20 as to a Settlement Class Member who does not opt in to the Settlement by cashing, depositing or  
21 endorsing his or her Individual Settlement Payment check, to the extent that opting in is required  
22 to release such FLSA claims.

### 23 **The Settlement Administrator**

24 81. The Settlement Administrator shall administer the Settlement, including, but not  
25 limited to: (i) printing, mailing and re-mailing (if necessary), and emailing, the Notice and  
26 receiving Opt Outs and Objections from Class Members and Objections from PAGA Employees;  
27 (ii) preparing and maintaining a web site for the settlement administration of this matter which  
28 includes the Notice; (iii) preparing and submitting to Settlement Class Members and PAGA

1 Employees and government entities all appropriate tax filings and forms; (iv) computing the  
2 amount of and distributing Individual Settlement Payments, PAGA Payment Shares, Enhancement  
3 Awards, and Class Counsel attorneys' fees and costs, and redistributing funds from uncashed  
4 checks as necessary; (v) processing and validating Qualifying Workweek disputes/Proof of Work,  
5 Opt Outs and Objections; (vi) establishing a QSF, as defined by the Internal Revenue Code; (vii)  
6 establishing a settlement website for the posting of relevant documents; and (viii) calculating and  
7 remitting to the appropriate government agencies all employer and employee payroll tax  
8 obligations arising from the Settlement and preparing and submitting filings required by law in  
9 connection with the payments required by the Settlement.

10       82. Settlement administration fees in a reasonable amount shall be paid to the  
11 Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are  
12 estimated to be Twelve Thousand Eight Hundred Ninety Dollars and No Cents (\$12,890). If the  
13 actual cost of settlement administration is less or more than the amount approved by the Court,  
14 those funds shall be added to or subtracted from the Net Settlement Amount for allocation to  
15 Settlement Class Members. All costs associated with settlement administration shall come out of  
16 the Gross Settlement Amount.

17       83. Delivery of Class Data. "Class Data" means a complete list of all Class Members  
18 and PAGA Employees that Defendants will diligently and in good faith compile from its records.  
19 The Class Data shall include the following information from Defendants' records all to the extent  
20 available: each Class Member and PAGA Employee's full name, most recent mailing address and  
21 telephone number, social security number, most recent e-mail address, and dates of hire and  
22 termination. Defendants shall provide the Settlement Administrator with the Class Data no later  
23 than thirty (30) calendar days after the Court grants preliminary approval of the Settlement. The  
24 Class Data shall only be used by the Settlement Administrator for the purpose of calculating  
25 Qualifying Workweeks and PAGA Workweeks, Individual Settlement Payments and PAGA  
26 Payment Shares and notifying Class Members and PAGA Employees of the Settlement. The Class  
27 Data applicable to an individual Class Member (*i.e.*, unique ID, full name, most recent mailing  
28 address, e-mail address, telephone number, and Qualifying Workweeks and PAGA Workweeks)



1 shall be disclosed to Class Counsel if that individual Class Member contacts Class Counsel  
2 regarding their Qualifying Workweeks and/or PAGA Workweeks, estimated Individual Settlement  
3 Payments and/or PAGA Payment Shares, or related issues with the settlement, but only as  
4 necessary to allow them to fulfill their fiduciary duties to the Class and investigate issues that may  
5 arise with respect to payments to be made to Class Members and/or PAGA Group Members, so  
6 long as notice is provided to Defendants by the Settlement Administrator and Class Counsel.  
7 Notwithstanding, the Class Data in its entirety shall not be disclosed to the Class Representative,  
8 or any other Class Members or PAGA Group, without written consent of Defendants or by order  
9 of the Court. However, concurrent with the mailing of the Notice of Class Action and PAGA  
10 Settlement, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a  
11 redacted list of all Class Members that shall be limited to the following information: (1) Unique  
12 ID (as reflected on the respective Class Member's Notice); (2) Total Qualifying Workweeks and  
13 estimated Individual Settlement Payment; and (3) PAGA Workweeks and estimated PAGA  
14 Payment Share (if applicable). The Settlement Administrator shall run the Class Data list through  
15 the National Change of Address database, and shall use the most recent address for each Class  
16 Member – either from Defendants' records or the National Change of Address database – before  
17 mailing the Notice of Class Action and PAGA Settlement. The Settlement Administrator shall  
18 also take reasonable steps to locate any Class Member or PAGA Employee whose Notice of Class  
19 Action and PAGA Settlement is thereafter returned as undeliverable. Class Data shall be provided  
20 in a secure format to be determined by the Settlement Administrator and Defendants.

21 **Resolution of Disputes Over Qualifying Workweeks and/or PAGA Workweeks**

22 84. In calculating the Individual Settlement Payment for each Class Member and  
23 PAGA Payment Share for each PAGA Employee, Defendants' records regarding the dates of  
24 employment used to generate Qualifying Workweeks and PAGA Workweeks shall be presumed to  
25 be correct. Any Class Member and/or PAGA Employee who disagrees with Defendants'  
26 determination of his or her or its Qualifying Workweeks and/or PAGA Workweeks as indicated  
27 on his or her or its Notice of Class Action and PAGA Settlement may dispute that calculation to  
28 the Settlement Administrator as explained on the Notice of Class Action and PAGA Settlement.



1 Defendants' determination shall be presumed accurate unless the Class Member and/or PAGA  
2 Employee submits documents to the Settlement Administrator to show that he or she is entitled to  
3 payment based upon a different number of Qualifying Workweeks and/or different number of  
4 PAGA Workweeks than the number(s) calculated by the Settlement Administrator based upon  
5 Defendants' data. Adequacy of Proof of Work submitted will be evaluated by Class Counsel,  
6 Defense Counsel, and Settlement Administrator. In the event of a disagreement, the Settlement  
7 Administrator shall make the final decision. All such challenges by Class Members and/or PAGA  
8 Employees must be received no later than the Response Deadline.

9 85. In no case shall a dispute result in a payment by Defendants in excess of the Gross  
10 Settlement Amount.

#### 11 **Enhancement Award**

12 86. From the Gross Settlement Amount, the Class Representatives may seek approval  
13 from the Court of an Enhancement Award up to Ten Thousand Dollars (\$10,000) each for serving  
14 as a Class Representatives, which Defendants shall not oppose.

#### 15 **Payment of Class Counsel Attorneys' Fees, Costs and Expenses**

16 87. Class Counsel shall apply to the Court at the Final Fairness and Approval Hearing  
17 for an award of attorneys' fees not to exceed the amount of Three Hundred Thousand Dollars  
18 (\$300,000), which is one-third of the Gross Settlement Amount and an award of reasonable costs  
19 not to exceed Twenty-Five Thousand Dollars (\$25,000), exclusive of the Settlement  
20 Administration costs, both of which shall be paid out of the Gross Settlement Amount. The  
21 attorneys' fees awarded by the Court shall be allocated 75% to Crosner and 25% to BNBD.

22 88. Class Counsel and Defendants agree that such awards of attorneys' fees and costs  
23 are reasonable under the circumstances. Nothing in this Agreement shall restrict Plaintiffs' or  
24 Class Counsel's ability to appeal any decision by the Court to award less than the requested  
25 attorneys' fees and costs or Class Representative Enhancement Award. A decision by the Court to  
26 award less than the requested attorneys' fees and costs or Class Representative Enhancement  
27 Award, however, is not a material change to the settlement agreement. Any order relating to the  
28 award of attorney's fees, costs or Class Representative Enhancement Award, or any appeal from

1 any order relating thereto or reversal or modification thereof, will not operate to terminate or  
2 cancel this Agreement, however, the Effective Date shall not occur until any such appeal is  
3 resolved. If the amount of Enhancement Award, attorneys' fees and/or costs awarded by the Court  
4 is less than the requested amounts, the difference shall serve to increase the Net Settlement  
5 Amount to be distributed to Settlement Class Members as part of their Individual Settlement  
6 Payments. Nothing in this Agreement will require Defendants to pay more than the Gross  
7 Settlement Amount under any circumstances.

### 8 **Taxes and Withholding and Indemnification**

9 89. The Settlement Administrator shall be responsible for ensuring that all tax  
10 obligations associated with the Settlement are timely paid to the appropriate governmental taxing  
11 authorities. The Settlement Administrator's responsibilities include the following:

- 12 (i) filing all federal, state and local employment tax returns, income tax  
13 returns, and any other tax returns associated with the taxes,
- 14 (ii) timely and proper filing of all required federal, state and local information  
15 returns (*e.g.*, 1099s, W-2s, etc.), and
- 16 (iii) completion of any other steps necessary for compliance with any tax  
17 obligations applicable to Settlement Payments under federal, state and/or  
18 local law.

19 90. The Settlement Administrator shall determine the amount of any tax withholding to  
20 be deducted from each Settlement Class Member's Individual Settlement Payment. All such tax  
21 withholdings shall be remitted by the Settlement Administrator to the proper governmental taxing  
22 authorities.

23 91. Each party to this Agreement acknowledges and agrees that:

- 24 (i) No provision of this Agreement and no written communication or  
25 disclosure between or among the Parties or their attorneys and other  
26 advisers is or was intended to be, nor shall any such communication or  
27 disclosure constitute or be construed or be relied upon as, tax advice within  
28

1 the meaning of United State Treasury Department Circular 230 (31 CFR  
2 Part 10, as amended);

3 (ii) He, she or it (a) has relied exclusively upon his, her or its own, independent  
4 legal and tax advisers for advice (including tax advice) in connection with  
5 this Agreement, (b) has not entered into this Agreement based upon the  
6 recommendation of any other party or any attorney or advisor to any other  
7 party, and (c) is not entitled to rely upon any communication or disclosure  
8 by any attorney or advisor to any other party to avoid any tax penalty that  
9 may be imposed on him or her or it; and

10 (iii) No attorney or advisor to any other party has imposed any limitation that  
11 protects the confidentiality of any such attorney's or adviser's tax strategies  
12 (regardless of whether such limitation is legally binding) upon disclosure by  
13 him or her of the tax treatment or tax structure of any transaction, including  
14 any transaction contemplated by this Agreement.

15 92. The Individual Settlement Payment received by Settlement Class Members and  
16 PAGA Payment Share received by PAGA Employees shall be reported by the Settlement  
17 Administrator, as required, to the state and federal taxing authorities on IRS forms 1099 and W-2  
18 or similar forms. Each Settlement Class Member and PAGA Employee shall be responsible for  
19 paying all applicable state, local, and federal income taxes on all amounts the Settlement Class  
20 Member and PAGA Employee receives pursuant to this Agreement.

21 **RELEASED CLAIMS**

22 93. **Released Class Claims:** Providing there is final approval of this Settlement, then  
23 as of the date on which Defendants fully fund the Settlement per paragraph 75 above ("Release  
24 Effective Date"), each Settlement Class Member, individually and on behalf of their respective  
25 successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and  
26 finally release and discharge the Released Parties, and each of them from the Released Class  
27 Claims. The Released Class Claims with respect to the Settlement Class Members include all  
28 claims, rights, demands, liabilities, statutory causes of action, and theories of liability of every

1 nature and description, that were alleged in the operative Complaints or PAGA Letter, or arising  
2 out of the facts and claims alleged in the operative Complaints and/or PAGA Letter against  
3 Defendants or any of the Released Parties, including, but not limited to, failure to pay wages  
4 overtime wages and minimum wages, failure to provide meal and rest periods, unpaid  
5 compensation or premium pay arising out of missed, late, on-duty and/or short meal and/or rest  
6 periods and/or off the clock work, failure to pay wages semi-monthly at designated times, failure  
7 to reimburse for business expenses, failure to pay wages upon termination, failure to provide  
8 accurate itemized wage statements, failure to reimburse for business expenses, failure to provide  
9 all paid sick leave and failure to provide written notice of paid sick leave, failure to maintain  
10 records, credit check related claims, background check/criminal history related claims, failure to  
11 pay sick wages at the regular rate, failure to provide supplemental paid sick leave, failure to pay  
12 vacation wages, failure to provide suitable resting facilities, failure to provide suitable seating,  
13 OSHA and Cal/OSHA violations, and penalties, damages, interest, costs or attorneys' fees, and  
14 violations of any other state or federal law, whether for economic damages, non-economic  
15 damages, liquidated or punitive damages, restitution, tort, contract, equitable relief, injunctive or  
16 declaratory relief, to the extent necessary to effect a full and complete release of the Released  
17 Class Claims, including, but not limited to, all claims under any common laws, contract, Cal. Code  
18 of Regulations, Title 8, Sections 11000, *et seq.*, Wage Order 5-2001, Wage Order 9 or any other  
19 applicable Wage Order, California Labor Code Sections 96-98.2, *et seq.*, 200-204, 210, 216,  
20 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 229, 246, 246.5, 350-353, 510, 512, 551,  
21 552, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194-1197.1, 1198, 1198.5, 1199, 2699, 2802,  
22 California Civil Code Sections 3294 and 3336 and any related provisions, the California Code of  
23 Civ. Proc. Section 1021.5, and/or the California Business & Professions Code Sections 17200, *et*  
24 *seq.* This release shall extend to all such claims accrued during the Class Period.

25       94.     **Released PAGA Claims:** Providing there is final approval of this Settlement, then  
26 as of the Release Effective Date, Plaintiffs on behalf of themselves as private attorneys general  
27 and on behalf of the State of California, individually and on behalf of their respective successors,  
28 assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally

1 release and discharge the Released Parties, and each of them from the Released PAGA Claims.  
2 The Released PAGA Claims with respect to PAGA Employees means all claims, rights, demands,  
3 liabilities, statutory causes of action, and theories of liability of every nature and description under  
4 the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et*  
5 *seq.*, that were alleged in the operative Complaints or PAGA Letters, or arising out of the facts and  
6 claims alleged in the operative Complaints and/or PAGA Letters against Defendants or any of the  
7 Released Parties, including, but not limited to, failure to pay wages including, but not limited to,  
8 overtime wages and minimum wages, failure to provide meal and rest periods, unpaid  
9 compensation or premium pay arising out of missed, late, on-duty and/or short meal and/or rest  
10 periods and/or off the clock work, failure to pay wages semi-monthly at designated times, failure  
11 to reimburse for business expenses, failure to pay wages upon termination, failure to provide  
12 accurate itemized wage statements, failure to reimburse for business expenses, failure to provide  
13 all paid sick leave and failure to provide written notice of paid sick leave, failure to maintain  
14 records, credit check related claims, background check/criminal history related claims, failure to  
15 pay sick wages at the regular rate, failure to provide supplemental paid sick leave, failure to pay  
16 vacation wages, failure to provide suitable resting facilities, failure to provide suitable seating,  
17 OSHA and Cal/OSHA violations, and penalties, interest, costs or attorneys' fees, to the extent  
18 necessary to effect a full and complete release of the Released PAGA Claims. This release shall  
19 extend to all such claims accrued during the PAGA Period. This release shall be binding on all  
20 PAGA Employees regardless of whether they submit a valid Opt Out from the Class. The release  
21 of the Released PAGA Claims will be given the full preclusive effect allowed by California law in  
22 accordance with *Arias v. Superior Court*, 46 Cal. 4<sup>th</sup> 969 (2009). In particular, and in line with the  
23 understanding of *Arias*, because any Aggrieved Employee's action under PAGA functions as a  
24 substitute for an action by the government itself, a judgment is binding not only on the Plaintiff  
25 but also on government agencies and *any other Aggrieved Employee not a party to the proceeding*.  
26 Thus, nonparty employees *cannot* sue to recover additional *civil penalties* for the same Labor  
27 Code violations released (but may sue for damages or other remedies for the same violations).

28



1 settlement provided to the Court; and (vi) any other information required by the LWDA's online  
2 proposed settlement reporting platform accessible at [https://www.dir.ca.gov/Private-Attorneys-  
4 General-Act/Private-Attorneys-General-Act.html](https://www.dir.ca.gov/Private-Attorneys-<br/>3 General-Act/Private-Attorneys-General-Act.html). Notice of the proposed settlement shall be  
5 provided to the LWDA at the same time that this Stipulation is submitted to the Court.

6 **No Admission**

7 97. Neither the acceptance nor the performance by Defendants of the terms of this  
8 Agreement nor any of the related negotiations or proceedings are or shall be claimed to be,  
9 construed as, or deemed a precedent or an admission by Defendants of the truth of any allegations  
10 in the Complaint or the PAGA Letter.

11 **Non-Evidentiary Use**

12 98. Defendants deny that they have failed to comply with the law in any respect, or  
13 have any liability to anyone based on the claims asserted in the Civil Actions. Plaintiffs expressly  
14 acknowledge that this Agreement is entered into for the purpose of compromising highly disputed  
15 claims and that nothing herein is an admission of liability, wrongdoing, or the propriety of class or  
16 representative treatment by Defendants. Neither the Agreement nor any document prepared in  
17 connection with the Settlement may be admitted in any proceeding as an admission by  
18 Defendants. Notwithstanding this paragraph, any and all provisions of this Agreement may be  
19 admitted in evidence and used in any proceeding to enforce the terms of this Agreement, or in  
20 defense of any claims released or barred by this Agreement.

21 99. This Agreement, the Settlement, and any proceedings or actions or negotiations in  
22 connection therewith shall be deemed settlement communications covered by California Evidence  
23 Code Sections 1152 and 1154, Federal Rule of Evidence 408, and any other similar provisions or  
24 law, and shall not be construed as an admission of truth of any allegation or the validity of any  
25 cause of action or claim asserted or of any liability therein.

26 **Nullification**

27 100. If the Court for any reason does not approve this Settlement, this Agreement shall  
28 be considered null and void and the Parties to this Agreement shall stand in the same position,  
without prejudice, as if the Agreement had been neither entered into nor filed with the Court.





1 **Incorporation of Exhibits**

2 107. All exhibits to this Agreement are incorporated by reference and are a material part  
3 of this Agreement. Any notice, order, judgment, or other exhibit that requires approval of the  
4 Court must be approved without material alteration from its current form in order for this  
5 Agreement to be enforceable.

6 **Modification**

7 108. This Agreement may not be changed, altered, or modified, except in a writing  
8 signed by the Parties, and approved by the Court. This Agreement may not be discharged except  
9 by performance in accordance with its terms or by a writing signed by the Parties.

10 **Reasonableness of Settlement**

11 109. Plaintiffs represent that this is a fair, reasonable, and adequate settlement and the  
12 Parties have arrived at this settlement through arms-length negotiations, taking into account all  
13 relevant factors, present and potential.

14 **Integration Clause**

15 110. This Agreement contains the entire agreement between the Parties relating to the  
16 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,  
17 understandings, representations, and statements, whether oral or written and whether by a party or  
18 such party's legal counsel, are merged herein. No rights hereunder may be waived except in  
19 writing.

20 **Binding On Assigns**

21 111. This Agreement shall be binding upon and inure to the benefit of the Parties and  
22 their respective heirs, trustees, executors, administrators, successors and assigns.

23 **No Prevailing Party**

24 112. No Party shall be considered a prevailing party for any purpose. Except as  
25 otherwise provided for in this Agreement, each Party shall bear its or his own attorney fees and  
26 costs.

27 **Class Counsel Signatories**

28 113. It is agreed that because the members of the Class are numerous, it is impossible or

1 impractical to have each member of the Class execute this Agreement. The Notice of Class  
2 Action and PAGA Settlement shall advise all Class Members of the binding nature of the  
3 Agreement, and the Agreement shall have the same force and effect as if this Agreement were  
4 executed by each member of the Class.

5 **Counterparts**

6 114. This Agreement, and any amendments hereto, may be executed in any number of  
7 counterparts, each of which when executed and delivered shall be deemed to be an original and all  
8 of which taken together shall constitute but one and the same instrument. Fax and pdf signatures  
9 shall be as valid as original signatures.

10 **Waiver of Right to Object**

11 115. By signing this Agreement, Plaintiffs, on behalf of the Class and allegedly  
12 aggrieved employees, agree to be bound by its terms. Plaintiffs further agree not to request to be  
13 excluded from the Class or Settlement and agree not to object to any of the terms of the  
14 Agreement. Any request for exclusion from the Settlement by Plaintiffs or any Objection by  
15 Plaintiffs shall be void and of no force and effect. Likewise, Defendants agree to be bound by the  
16 terms of this Settlement and agree not to object to any of the terms of the Agreement.

17 **Administration Costs if Settlement Fails**

18 116. If the Settlement is not finally approved by the Court, voided or rescinded, any  
19 costs incurred by the Settlement Administrator shall be paid equally by the Parties (half by  
20 Plaintiffs and/or Class Counsel and half by Defendants).

21 **Final Order and Judgment**

22 117. Upon final approval of the Settlement, a Final Order and Judgment shall be entered  
23 by the Court which shall, among other things:

- 24 (i) Grant final approval to the Settlement as fair, reasonable, adequate, in good  
25 faith and in the best interests of the Class as a whole, and order the Parties  
26 to carry out the provisions of this Agreement.

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- (ii) Adjudge that the Settlement Class Members of the Settlement are conclusively deemed to have released the Released Parties from the applicable Released Class Claims, as more specifically set forth above.
- (iii) Adjudge that the PAGA Employees of the Settlement are conclusively deemed to have released the Released Parties from the Released PAGA Claims, as more specifically set forth above.
- (iv) Prohibit and permanently enjoin each Settlement Class Member of the Settlement from pursuing in any fashion against any of the Released Parties any and all of the applicable Released Class Claims.
- (v) Prohibit and permanently enjoin each PAGA Employee of the Settlement from pursuing in any fashion against any of the Released Parties any and all of the Released PAGA Claims.
- (vi) Reserve continuing jurisdiction as provided herein.

**Limitations on Disclosure**

118. Plaintiffs and their counsel agree to keep the fact and terms of this settlement confidential until preliminary approval of the settlement is sought from the Court, and, thereafter to the fullest extent possible. They also agree not to make or offer to make any disclosures other than what is necessary and consistent with the need for judicial approval of the settlement and notice to the class. Plaintiffs and their counsel agree that any public references to the defendants in this action shall be limited to the named defendants only, Matthews International Corporation, The York Group, Inc and Sannipoli Corporation.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: 07 / 29 / 2024

  
\_\_\_\_\_  
PEDRO CEDENO

DATED: Jul 24, 2024



Santos Martinez padilla (Jul 24, 2024 16:48 PDT)

SANTOS MARTINEZ PADILLA

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DATED: \_\_\_\_\_

MATTHEWS INTERNATIONAL CORPORATION

By: \_\_\_\_\_

DATED: \_\_\_\_\_

THE YORK GROUP, INC.

By: \_\_\_\_\_

DATED: \_\_\_\_\_

SANNIPOLI CORPORATION

By: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

DATED: 7/29/24

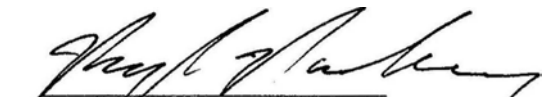
CROSNER LEGAL, P.C.

By 

Chad Saunders  
Attorneys for Plaintiff PEDRO CEDENO

DATED: 7/25/24

BLUMENTHAL NORDREHAUG BHOWMIK DE  
BLOUW LLP

By 


Kyle Nordrehaug  
Attorneys for Plaintiff SANTOS MARTINEZ  
PADILLA

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SANTOS MARTINEZ PADILLA

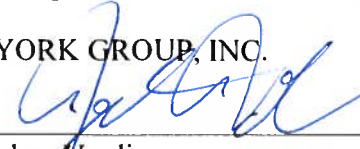
DATED: 8/1/2024

MATTHEWS INTERNATIONAL CORPORATION

By   
Joshua Verdi  
Sr Corporate Counsel, Labor & Employment


DATED: 8/1/2024

THE YORK GROUP, INC.

By   
Joshua Verdi  
Sr Corporate Counsel, Labor & Employment

DATED: 8/1/2024

SANNIPOLI CORPORATION

By   
Joshua Verdi  
Sr Corporate Counsel, Labor & Employment

**APPROVED AS TO FORM AND CONTENT:**

DATED: \_\_\_\_\_

CROSNER LEGAL, P.C.

By \_\_\_\_\_  
Chad Saunders  
Attorneys for Plaintiff PEDRO CEDENO

DATED: \_\_\_\_\_

BLUMENTHAL NORDREHAUG BHOWMIK DE  
BLOUW LLP

By \_\_\_\_\_  
AJ Bhowmik  
Attorneys for Plaintiff SANTOS MARTINEZ  
PADILLA

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DATED: 8/1/2024

REED SMITH LLP

By Jennifer C. Terry  
Jennifer C. Terry

Attorneys for Defendants MATTHEWS  
INTERNATIONAL CORPORATION, THE YORK  
GROUP, INC., and SANNIPOLI CORPORATION

# **EXHIBIT**

**1**

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

*Cedeno, et al. v. Sannipoli Corp., et al.*, Superior Court of the  
State of California, County of Riverside, Case No. CVRI2303826

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT  
ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.  After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
<b>Exclude Yourself</b>	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. <b>If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement.</b>  Instructions are set forth in Section 7 below.
<b>Object</b>	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection.  Directions are provided in Section 8 below.
<b>Final Approval Hearing</b>	The Court will hold a Final Approval Hearing at _____ on _____, 2024, at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California, in Department 1 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

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

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the "Court") has been reached between Plaintiffs Pedro Cedeno and Santos Martinez Padilla ("Plaintiffs") and Defendants Matthews International Corporation, The York Group Inc., and Sannipoli Corporation ("Defendants") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.



You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt hourly employees, including Plaintiffs, who worked for Defendants directly or through a staffing agency at a Sannipoli Corporation d/b/a/ Whited Cemetery Service location in California during the Class Period. (“Class Members” or “Class”).

The “Class Period” is July 26, 2019, through April 4, 2024.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

## **2. What is the lawsuit about?**

On July 26, 2023, plaintiff Pedro Cedeno initiated a class action against Defendants, entitled *Pedro Cedeno v. Matthews International Corporation, et al.*, Riverside Superior Court, Case No. CVRI2303826 (“Cedeno Class Action”). The Class Action asserted the following class claims against Defendants: (1) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (2) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (3) violation of California Labor Code §§ 226.7 and 512 (a) (unpaid meal period premiums); (4) violation of California Labor Code § 226.7 (unpaid rest period premiums); (5) violation of California Labor Code § 226(a) (non-compliant wage statements); (6) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (7) violation of California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (8) violation of California Business & Professions Code §§ 17200, et seq. Plaintiff Cedeno also filed a separate complaint (Case No. CVRI2304132) on August 11, 2023, which asserted representative claims seeking civil penalties for the violation of the Private Attorney General Act, California Labor Code section 2698 (“PAGA”) (“Cedeno PAGA Action”). A PAGA claim is a statutory claim brought on behalf of the State of California which seeks recovery only of civil penalties, not damages or wages, which are part of the class settlement. Under the law, the PAGA penalties are required to be paid 75% to the State of California and 25% is divided among employees.

On September 18, 2023, Santos Martinez Padilla filed a class action complaint against Defendants (Case No. CVRI2304915) that alleges the same class claims as the Cedeno Class Action, and a representative PAGA action (Case No. CVRI2306853) on December 21, 2023, that alleges the same PAGA claims as the Cedeno PAGA Action. These complaints were consolidated with the Cedeno Class Action for the purposes of the Settlement. The consolidated case is called “the Action” in this Notice.

Defendants deny and dispute all of Plaintiffs’ claims. Specifically, Defendants contend Plaintiffs and the Class Members were properly compensated for all wages under California law; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendants did not fail to provide required reimbursement of expenses; Defendants did not fail to timely pay Plaintiffs or any Class Members any wages allegedly due at the time of their termination; Defendants complied with California wage statement requirements; Defendants did not engage in unlawful or unfair business practices; Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or a PAGA action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Crosner Legal, P.C. and Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Nine Hundred Thousand Dollars (\$900,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Settlement Payments to Class Members, the Settlement Administration Costs, the Enhancement Awards, Class Counsel Fees and Costs, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants.

Within fifteen (15) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered by the Court, or if there are objections or any appeal of the Judgment, the date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Twenty-one (21) business days after the Effective Date, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- Settlement Administration Costs. Payment to the Administrator, estimated not to exceed \$12,890, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees and Costs Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third of the Gross Settlement Amount, which is presently \$300,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Enhancement Awards. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each to the two Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Penalties. A PAGA Penalties payment of \$60,000 to resolve the claim for civil penalties under PAGA, \$45,000 of which will be paid to the State of California’s Labor and Workforce Development Agency. The remaining \$15,000 will be distributed to the

PAGA Employees based on their respective pay periods worked during the PAGA Period, which is June 7, 2022 to April 4, 2024. “PAGA Employees” are all current and former non-exempt employees of Defendants who worked either directly or through a staffing agency at a Whited Cemetery Service location in California employed during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Calculation of Individual Settlement Payments to Class Members. After all of the payments of the court-approved Enhancement Awards, the Class Counsel fees and costs payment, the PAGA Penalties, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Settlement Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$\_\_\_\_\_. The Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Participating Class Member. The Individual Settlement Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants’ records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Aggrieved Employees: The Individual PAGA Payment for each Aggrieved Employee will be calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Defendants for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendants’ records, however, PAGA Employees have the right to challenge the number of PAGA Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Twenty-five percent (25%) of each Individual Settlement Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Seventy-five percent (75%) of each Individual Settlement Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and PAGA Employees. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. As Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the wage portion of the Individual Settlement Payments, all Participating Class Members, on behalf of themselves and successors, assigns, agents, attorneys, executors, heirs and personal representatives, release Released Parties from the Released Class Claims. The “Released Class Claims” are those that were alleged in the operative Complaints or PAGA Letter, or arising out of the facts and claims alleged in the operative Complaints and/or PAGA Letter against Defendants or any of the Released Parties, which occurred during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and the LWDA are deemed to release, on behalf of themselves and their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged in the operative Complaints or PAGA Letters, or arising out of the facts and claims alleged in the operative Complaints and/or PAGA Letters against Defendants or any of the Released Parties, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and Defendants’ officers, directors, employees and agents.

#### **5. How much will my payment be?**

**Your Individual Settlement Payment:** Defendants’ records reflect that you have <<\_\_\_\_\_>> Workweeks during the Class Period. **Based on this information, your estimated Individual Settlement Payment is <<\_\_\_\_\_>>**, minus applicable withholdings and deductions.

**Your Individual PAGA Payment:** Defendants’ records reflect that you have <<\_\_\_\_\_>> PAGA Pay Periods during the PAGA Period. **Based on this information, your estimated Individual PAGA Payment is <<\_\_\_\_\_>>.**

Your Individual Settlement Payment and Individual PAGA Payments may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the 30 days after the mailing of this Notice. The deadline for submitting a dispute is \_\_\_\_\_. You may also fax the dispute to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than the deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

#### **6. How can I get a payment?**

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action Administration, [ADDRESS], (800) \_\_\_\_\_.

The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement ((800) \_\_\_\_\_). For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall redistribute the funds represented by such checks to the Participating Class Members who did cash their checks on a pro-rata basis using the same formulas described above.

#### **7. What if I don’t want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or “opt out.” **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, PAGA Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is \_\_\_\_\_ [forty-five (45) days after the mailing of the Notice]. You may also fax your request to opt out to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than the Response Deadline. A Request for Exclusion form is included with this Notice. The Request for Exclusion should state in substance: “I wish to be excluded from the Class in the

*Cedeno v. Sannipoli Corp.* lawsuit.” The Request for Exclusion must state the Class Member’s full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendants, and the name and number of the case, which is *Cedeno v. Sannipoli Corp., et al.*, Case No. CVRI2303826. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Cedeno v. Sannipoli Corp.* Administrator, c/o Apex Class Action Administration, [ADDRESS]. Absent good cause found by the Court, written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

### **8. How do I tell the Court that I don’t agree with the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys’ fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Cedeno v. Sannipoli Corp., et al.*, in the Superior Court of the State of California, County of Riverside, Case No. CVRI2303826. An Objection form is included with this Class Notice.

All written objections must be mailed to the *Cedeno v. Sannipoli Corp.* Administrator, c/o Apex Class Action Administration, [ADDRESS], no later than the Response Deadline which is \_\_\_\_\_ [forty-five (45) days after the mailing of the Notice]. You may also fax the dispute to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court’s tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely:  
<https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties’ counsel are as follows:

**Class Counsel:**

Zachary M. Crosner  
Brandon Brouillette  
Chad Saunders  
CROSNER LEGAL, PC  
9440 Santa Monica Blvd. Suite 301  
Beverly Hills, CA 90210  
Tel: (866) 276-7637  
Fax: (310) 510-6429  
Email: [chad@crosnerlegal.com](mailto:chad@crosnerlegal.com)

**Counsel for Defendant:**

Jennifer C. Terry  
Corrie J. Buck  
Reed Smith LLP  
355 South Grand Avenue  
Suite 2900  
Los Angeles, CA 90071-1514

Norman Blumenthal  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
Tel: 858-551-1223 / Fax: 858-551-1232  
Email: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at \_\_\_\_\_ on \_\_\_\_\_, in Department 1 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys’ fees, costs and enhancement awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

**10. How do I get more information about the Settlement?**

You may call the Administrator at \_\_\_\_\_ or write *Cedeno v. Sannipoli Corp.* Administrator, c/o Apex Class Action Administration, [ADDRESS]; or contact Class Counsel.

This Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement (“Agreement”). The Agreement, the Judgment and other relevant settlement documents be posted on the Settlement Administrator’s website for this settlement: <<\_\_\_\_\_>>. You may also get more details by examining the Court’s file via the Public Access site for the California Superior Court for the County of Riverside (<https://ecomm1.riverside.courts.ca.gov/>) and entering the Case No. CVRI2303826. The Agreement can be found in the Court file located at 4050 Main Street, Riverside, CA 92501 as Exhibit #1 to the Declaration of Chad Saunders, filed on \_\_\_\_\_.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**



IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

# **EXHIBIT**

**2**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

PEDRO CEDENO, as an individual on behalf of himself and on behalf of all others similarly situated,

Plaintiff,

vs.

SANNIPOLI CORPORATION, a California Corporation; MATTHEWS INTERNATIONAL CORPORATION, a Pennsylvania Corporation; THE YORK GROUP, INC., a Delaware Corporation; and DOES 1-100, inclusive,

Defendants.

CASE NO.: CVRI2303826

**OBJECTION FORM**

Hearing Date: \_\_\_\_\_

Hearing Time: \_\_\_\_\_

Judge: Hon. Harold W. Hopp

Dept.: 1

**OBJECTION FORM**

**USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (APEX CLASS ACTION ADMINISTRATION) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE \_\_\_\_\_.**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

I OBJECT to the *Cedeno v. Sannipoli Corp.* Settlement for the following reasons:

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*[Form continues on reverse side]*

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\_\_\_\_\_  
(Your Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Your Name)

\_\_\_\_\_  
(Your Address)

\_\_\_\_\_  
(Print Last Four Digits of Social Security Number)

\_\_\_\_\_  
(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

**MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN \_\_\_\_\_, 2024:**

*Cedeno v. Sannipoli Corp.* Administrator  
c/o Apex Class Action Administration  
[ADDRESS]

# **EXHIBIT**

**3**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

PEDRO CEDENO, as an individual on behalf of himself and on behalf of all others similarly situated,

Plaintiff,

vs.

SANNIPOLI CORPORATION, a California Corporation; MATTHEWS INTERNATIONAL CORPORATION, a Pennsylvania Corporation; THE YORK GROUP, INC., a Delaware Corporation; and DOES 1-100, inclusive,

Defendants.

CASE NO.: **CVRI2303826**

**OBJECTION FORM**

Hearing Date: \_\_\_\_\_

Hearing Time: \_\_\_\_\_

Judge: Hon. Harold W. Hopp

Dept.: 1

**OBJECTION FORM**

**USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT.** TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (APEX CLASS ACTION ADMINISTRATION) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE \_\_\_\_\_.

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*[Form continues on reverse side]*

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\_\_\_\_\_  
(Your Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Your Name)

\_\_\_\_\_  
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\_\_\_\_\_  
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