

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com
Email: Kyle@bamlawca.com

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (State Bar #287811)
david@tomorrowlaw.com
Henry G. Glitz (State Bar #349815)
henry@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

METAL CONTAINER (MCC) LP, a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CVRI2405838**

**~~[REVISED PROPOSED]~~ PRELIMINARY
APPROVAL ORDER**

Hearing Date: March 9, 2026
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: October 17, 2024
Trial Date: Not set

This matter came on for a noticed motion hearing before the Honorable Harold Hopp of
the Superior Court of the State of California, in and for the County Riverside, on February 19,

PRELIMINARY APPROVAL ORDER

1 2026 and again on March 9, 2026, for the motion by Plaintiffs John Dedet and Thomas Sanner
2 (“Plaintiffs”) for preliminary approval of the Class and PAGA Settlement with Defendant Metal
3 Container (MCC) LP (“Defendant”). The Court, having considered the briefs, argument of
4 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
5 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

6 **IT IS HEREBY ORDERED:**

7 1. The Court preliminarily approves the Class Action and PAGA Settlement
8 Agreement (“Agreement”) submitted as Exhibit #1 to Declaration of Kyle Nordrehaug in Support
9 of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed on January 22,
10 2026. This is based on the Court’s determination that the Settlement set forth in the Agreement is
11 within the range of possible final approval, pursuant to the provisions of Section 382 of the
12 California Code of Civil Procedure and California Rules of Court, rule 3.769.

13 2. This Order incorporates by reference the definitions in the Agreement, and all
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 3. The Gross Settlement Amount is Nine Hundred Seventy-Five Thousand Dollars
16 (\$975,000). It appears to the Court on a preliminary basis that the settlement amount and terms
17 are fair, adequate and reasonable as to all potential Class Members, when balanced against the
18 probable outcome of further litigation and the significant risks relating to certification, liability and
19 damages issues. It further appears that investigation and research have been conducted such that
20 counsel for the Parties are able to reasonably evaluate their respective positions and that settlement
21 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and
22 risks that would be presented by the further prosecution of the Action. The Settlement appears to
23 have been reached as the result of serious and non-collusive, arms-length negotiations. The Court
24 therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced
25 against the probable outcome of further litigation and the significant risks relating to certification,
26 liability, and damages issues.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The
2 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
3 preliminarily finds that the monetary settlement awards made available to the Class is fair,
4 adequate, and reasonable when balanced against the probable outcome of further litigation and the
5 significant risks relating to certification, liability, and damages issues.

6 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
7 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$42,000, and
8 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
9 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
10 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
11 evidence supporting these requests, including lodestar, prior to final approval.

12 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
13 certification of a class for settlement purposes only. This stipulation will not be deemed
14 admissible in this or any other proceeding should this Settlement not become final. For settlement
15 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
16 previously were employed by Defendant in California and classified as a non-exempt employee at
17 any time during the Class Period." The Class Period is September 1, 2021 through July 24, 2025.

18 7. The Court concludes that, for settlement purposes only, the Class meets the
19 requirements for certification under section 382 of the California Code of Civil Procedure in that:
20 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
21 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
22 community of interest amongst the members of the Class with respect to the subject matter of the
23 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
24 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
25 action is superior to other available methods for the efficient resolution of this controversy; and (f)
26 counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
27 representatives of the Class.

1 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
2 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
3 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
4 Nordrehaug Bhowmik De Blouw LLP and David Bibiyan and Vedang J. Patel of Bibiyan Legal
5 Group, P.C. as Class Counsel.

6 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
7 Amount of \$20,000, which shall be allocated \$13,000 to the Labor & Workforce Development
8 Agency (“LWDA”) as the LWDA’s 65% share of the settlement of civil penalties paid under this
9 Agreement pursuant to the PAGA and \$7,000 to the Aggrieved Employees. “Aggrieved
10 Employees” are all individuals who are or previously were employed by Defendant in California
11 and classified as a non-exempt employee at any time during the PAGA Period (July 10, 2023
12 through July 24, 2025). Pursuant to Labor Code section 2699, the LWDA was be provided notice
13 of the Agreement and these settlement terms. The Court preliminarily finds the PAGA Penalties
14 to be reasonable.

15 10. The Court hereby approves, as to form and content, the Court Approved Notice of
16 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) along with
17 the Objection Form and Request for Exclusion Form, attached to this Order as Exhibit #1. The
18 Court finds that the Class Notice appears to fully and accurately inform the Class Members of all
19 material elements of the proposed Settlement, of the Class Members’ right to be excluded from the
20 Class by submitting a written opt-out request, and of each member’s right and opportunity to
21 object to the Settlement. The Court further finds that the distribution of the Class Notice
22 substantially in the manner and form set forth in the Agreement and this Order meets the
23 requirements of due process, is the best notice practicable under the circumstances, and shall
24 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
25 the Class Notice Packet by first class mail pursuant to the terms set forth in the Agreement. If a
26 Class Notice Packet is returned because of an incorrect address, the Administrator will promptly
27 search for a more current address and re-mail the Notice Packet no later than fourteen days after
28

1 the receipt of the undelivered Class Notice Packet. The Administrator shall provide a declaration
2 detailing the notice process and authenticating a copy of every exclusion form received by the
3 Administrator. The Administrator shall redact the social security numbers appearing on any form
4 submitted to the Court. Class Counsel shall file this declaration of the Administrator concurrently
5 with the filing of any motion for final approval.

6 11. The Court hereby appoints Apex Class Action LLC as Administrator. No later than
7 fifteen (15) calendar days after preliminary approval of the Settlement by the Court, Defendant
8 shall provide to the Administrator an electronic spreadsheet with the Class Data. The
9 Administrator will perform address updates and verifications as necessary prior to the mailing of
10 the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14
11 days after receiving the Class information spreadsheet, the Administrator will mail the Class
12 Notice to all Class Members via first-class U.S. Mail.

13 12. The Court hereby preliminarily approves the proposed procedure for exclusion
14 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
15 from the Class as provided in the Class Notice by following the instructions for requesting
16 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
17 sent to the Administrator and postmarked by no later than the Response Deadline, which is sixty
18 (60) calendar days after the date of the mailing of the Class Notice Packet. If the Class Notice
19 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. The
20 Administrator will then authenticate and provide any requests for exclusion to the Court. Any
21 such person who chooses to opt out of and be excluded from the Class will not be entitled to any
22 recovery under the Settlement and will not be bound by the Settlement or have any right to object,
23 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by
24 all determinations of the Court, the Agreement and the Judgment. A request for exclusion may
25 only opt out that particular individual, and any attempt to effect an opt out of a group, class, or
26 subclass of individuals is not permitted and will be deemed invalid.

27 13. Any Class Member who has not opted out may appear at the Final Approval
28

1 Hearing and may object or express the Member's views regarding the Settlement and may present
2 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
3 and determined by the Court as provided in the Class Notice. Class Members will have until the
4 Response Deadline to submit their written objections to the Administrator in accordance with the
5 instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline
6 for written objections will be extended an additional 14 days. The Administrator will then
7 authenticate and provide any written objections to the Court. Alternatively, Class Members may
8 appear at the Final Approval Hearing to make an oral objection.

9 14. A Final Approval Hearing shall be held before this Court on August 6, 2026 at 8:30
10 a.m. in Department 1 at the Riverside Historic Courthouse of the Riverside County Superior Court
11 located at 4050 Main Street, Riverside, California, to determine all necessary matters concerning
12 the Settlement, including: whether the proposed settlement of the Action on the terms and
13 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
14 approved by the Court; whether the Final Approval Order and Judgment should be entered herein;
15 whether the plan of allocation contained in the Agreement should be approved as fair, adequate
16 and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service
17 awards, and the expenses of the Administrator. All papers in support of the motion for final
18 approval and for attorneys' fees, costs and service awards shall be filed with the Court and served
19 on all counsel no later than sixteen (16) court days before the Final Approval Hearing. Class
20 Counsel shall provide service of this motion on any objecting party and notice to any objecting
21 party of any continuance of the hearing on the motion for final approval.

22 15. Neither the Settlement nor any exhibit, document, or instrument delivered
23 thereunder shall be construed as a concession or admission by Defendant in any way that the
24 claims asserted have any merit or that this Action was properly brought as a class or representative
25 action, and shall not be used as evidence of, or used against Defendant as, an admission or
26 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
27 omission by Defendant or with respect to the truth of any allegation asserted by any person.

1 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
4 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendant of any liability,
6 fault, wrongdoing, omission, concession or damage.

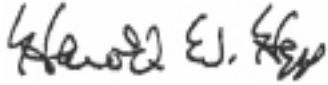
7 16. In the event the Settlement does not become effective in accordance with the terms
8 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
9 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
10 and the Parties shall revert to their respective positions as of before entering into the Agreement,
11 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
12 including all available defenses and affirmative defenses, and arguments that any claim in the
13 Action could not be certified as a class action and/or managed as a representative action. In such
14 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
15 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
16 the Agreement with respect to the effect of the Agreement if it is not approved.

17 17. The Court reserves the right to adjourn or continue the date of the final approval
18 hearing and all dates provided for in the Agreement without further notice to Class Members and
19 retains jurisdiction to consider all further applications arising out of or connected with the
20 proposed Settlement.

21 18. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
22 further orders of the Court at the Final Approval Hearing.

23 **IT IS SO ORDERED.**

24 Dated: July 1, 2026

25 
HON. HAROLD W. HOPP
26 JUDGE, SUPERIOR COURT OF CALIFORNIA
27
28

PRELIMINARY APPROVAL ORDER

EXHIBIT #1

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

***Dedet v. Metal Container (MCC) LP, Superior Court of the
State of California, County of Riverside, Case No. CVRI2405838***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Metal Container (MCC) LP (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs John Dedet and Thomas Sanner (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (September 1, 2021 through July 24, 2025) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (July 10, 2023 through July 24, 2025) (“Aggrieved Employees”). Non-exempt means employees who are entitled to overtime, meal and rest periods and other protections under California law, such as hourly employees.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

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

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Released Class Claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue the Released Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Receive a Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the

the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	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. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.

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 and Defendant 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 individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period ("Class Members" or "Class").

The "Class Period" is September 1, 2021 through July 24, 2025.

2. What is this class action lawsuit about?

On September 20, 2024, Plaintiff Sanner initiated a class action against Defendant, entitled *Sanner v. Metal Container (MCC) LP*, Riverside Superior Court ("Sanner Class Action"). The Sanner Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, failure to timely pay wages, waiting time penalties, failure to indemnify, and violation of Labor Code section 227.3. On October 30, 2024, Defendant removed Sanner Class Action to the United States District Court for the Central District of California.

On October 17, 2024, Plaintiff Dedet filed a separate Representative Action Complaint in the Superior Court of the State of California, County of Riverside against Defendant (the “Dedet PAGA Action”). Plaintiff Dedet’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

On _____, Plaintiffs filed First Amended Class and Representative Action Complaint in the Dedet PAGA Action that adds the claims and parties in the Sanner Class Action, and names Plaintiff Dedet as a class representative. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). Following the filing of the Operative Complaint, Plaintiffs will subsequently dismiss the Sanner Class Action without prejudice.

Defendant denies and disputes all such claims. Specifically, Defendant contends 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; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiffs or any Class Members any wages allegedly due; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is 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>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Bibiyan Legal Group, P.C. to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Nine Hundred Seventy-Five Thousand Dollars (\$975,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, 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 Defendant.

Within fourteen (14) days of the Effective Date, Defendant 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). Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$8,789, 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 Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$325,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$42,000. 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. The Class Counsel Fees Payment shall be allocated amount Class Counsel as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 40% to Bibiyan Legal Group, P.C.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) 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 \$20,000 to resolve the claim for civil penalties under PAGA, \$13,000 of which will be paid to the State of California’s Labor and Workforce Development Agency. The remaining \$7,000 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is July 10, 2023 to July 24, 2025. “Aggrieved Employees” are all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time 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.

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

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration

Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class 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 at least \$549,211. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class 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 Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below. A Class Member who worked only one Workweek is estimated to recover approximately \$13.14 for that single Workweek, minus applicable withholdings and deductions. A Class Member who worked every Workweek during the Class Period (204 weeks) could recover \$2,680.56, minus applicable withholdings and deductions. The average Individual Class Payment is estimated to be \$1,716.28. These amounts are subject to change, however, depending on the number of Class Members and Workweeks involved, among other factors. 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’ 35% share of PAGA Penalties (\$7,000) by the total number of PAGA Pay Periods worked by all Aggrieved 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 an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendant’s records, however, Aggrieved 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 percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class 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 Aggrieved Employees. Neither Class Counsel nor Defendant’s 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 Class 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. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet’s individual claims being separately settled, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and Class claims 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 Defendant 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 Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet’s individual claims being separately settled, other PAGA claims, underlying wage and hour claims, any Aggrieved Employee’s claims for wages or damages, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant named in the Operative Complaint, together with its officers, employees and agents.

5. How much will my payment be?

Your Individual Class Payment: Defendant’s records reflect that you have <<____>> Workweeks during the Class Period (September 1, 2021 through July 24, 2025). **Based on this information, your estimated Individual Class Payment is <<____>>**, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant’s records reflect that you have <<____>> PAGA Pay Periods during the PAGA Period (July 10, 2023 to July 24, 2025). **Based on this information,**

your estimated Individual PAGA Payment is << _____ >>.

Your Individual Class 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, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response 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 LLC, _____, (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) [REDACTED]. 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 transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient") The Parties propose Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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, Aggrieved 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 _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. 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 *Dedet v. Metal Container (MCC) LP* 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 Defendant, and the name and number of the case, which is *Dedet v. Metal Container (MCC) LP*, Case No. CVRI2405838. 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 *Dedet v. Metal Container (MCC) LP* Administrator, c/o Apex Class Action LLC, _____. 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 *Dedet v. Metal Container (MCC) LP*, in the Superior Court of the State of California, County of Riverside, Case No. CVRI2405838. An Objection form is included with this Class Notice.

All written objections must be mailed to the *Dedet v. Metal Container (MCC) LP* Administrator, c/o Apex Class Action LLC, _____, no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. 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 Class 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:

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
 E-Mail: norm@bamlawca.com
kyle@bamlawca.com
 Website: www.bamlawca.com

Counsel for Defendant:

Spencer V. Skeen
 Tim Johnson
 Ogletree Deakins
 4660 La Jolla Village Drive, Suite 900
 San Diego, CA 92122

David Bibiyan
 Vedang J. Patel
 Bibiyan Law Group, P.C.
 1460 Westwood Boulevard
 Los Angeles, California 90024
 Tel: (310) 438-5555;
 Fax: (310) 300-1705
 E-Mail: david@tomorrowlaw.com
vedang@tomorrowlaw.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 service 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 *Dedet v. Metal Container (MCC) LP*, c/o Apex Class Action LLC, _____; or contact Class Counsel.

This Class Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement ("Agreement"). You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to [ADMINISTRATOR WEBSITE]. 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. CVRI2405838. The Agreement can be found in the Court file located at 4050 Main Street, Riverside, CA 92501 as Exhibit #1 to the Declaration of Kyle Nordrehaug, filed on _____, 2024.

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.

REQUEST FOR EXCLUSION FORM

Dedet v. Metal Container (MCC) LP, Case No. CVRI2405838
California Superior Court for the County of Riverside

To exclude yourself or “opt out” from the Class, complete, sign, and date this form, and then mail it on or before -----, 2026 to the Administrator at the following address:

Dedet v. Metal Container (MCC) LP
c/o Apex Class Action LLC

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive an Individual Class Payment if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, Aggrieved 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.

B. To exclude yourself or “opt out”, complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before _____, 2026.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to OPT-OUT of the Class in the lawsuit entitled *Dedet v. Metal Container (MCC) LP*, Superior Court of the State of California, County of Riverside, Case No. CVRI2405838. I understand that by requesting to be excluded from the Class, I will not receive an Individual Class Payment, as described in the accompanying Class Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Defendant Metal Container (MCC) LP:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

METAL CONTAINER (MCC) LP, a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **CVRI2405838**

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 (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____. YOU MAY ALSO FAX THIS FORM TO _____ OR EMAIL THIS FORM TO _____, SO IT IS RECEIVED 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 *Dedet v. Metal Container (MCC) LP* Settlement for the following reasons:

[Form continues on reverse side]

(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 FAX, EMAIL OR U.S. MAIL, POSTMARKED NOT LATER THAN _____, 2026:

Dedet v. Metal Container (MCC) LP Administrator
c/o Apex Class Action LLC

Fax: _____

Email: _____