

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

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

SHORT TITLE: Perez vs. The Container Supply Co., Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2022-01243344-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Order Granting dated 07/28/26, was transmitted electronically by an Orange County Superior Court email server on July 29, 2026, at 3:39:25 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

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Clerk of the Court, by:



_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUL 28 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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

FRANCO PEREZ, individually, and on
behalf of other members of the general
public similarly situated and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

v.

CONTAINER SUPPLY CO., INC., a
California Corporation; and DOES 1 through
10, inclusive

Defendants.

ANA MARIA AVALOS HERRERA, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

CONTAINER SUPPLY CO., INC. MFG.
OF METAL & PLASTIC CONTAINERS;
CONTAINER SUPPLY COMPANY
INCORPORATED; and DOES 1 to 100,
inclusive,

Defendants.

Case No: 30-2022-01243344-CU-OE-CXC

Related:

Case No. 30-2023-01300857-CU-OE-CXC

Case No. 30-2023-01312800-CU-OE-CXC

David A. Hoffer

Dept. CX103

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

DATE: July 27, 2026

TIME: 1:30 p.m.

1 This matter has come before the Honorable David A. Hoffer in Department CX103 of the
2 Superior Court of the State of California, for the County of Orange on July 27, 2026 at 1:30 p.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Andrew E.
4 Hillier of Hillier DiGiacco LLP appears as counsel for Plaintiffs Franco Perez and Ana Maria Avalos
5 Herrera, as individuals, and on behalf of all others similarly situated and other aggrieved employees,
6 and Matthew McDonald of Martin Law Firm, PC appears as counsel for Defendant Container Supply
7 Company, Inc. ("Defendant").

8 The Court, having considered the papers, argument of counsel, and all matters presented to
9 the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval
10 of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
13 ("Settlement," "Agreement," or "Settlement Agreement"), attached hereto as Exhibit 1, together with
14 the First Amendment thereto, attached hereto as Exhibit 2, and the Second Amendment thereto,
15 attached hereto as Exhibit 3. This is based on the Court's determination that the Settlement falls
16 within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
18 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
19 Agreement. For the avoidance of doubt, all references in this Order to the "Settlement Agreement"
20 mean the Class Action and PAGA Settlement Agreement as amended by the First Amendment and
21 the Second Amendment thereto, which as amended controls over any contrary or superseded
22 provision. The Class Notice, Opt-Out Form, and Notice of Objection approved by this Order and
23 attached hereto as Exhibits 4, 5, and 6, respectively, are the operative notice documents and supersede
24 any notice or form embedded in, or previously attached to or filed with, the Settlement Agreement
25 or any amendment thereto, including Exhibit 1 to the Second Amendment.

26 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
27 reasonable. It appears to the Court that investigation and research have been conducted such that
28 counsel for the parties at this time are able to reasonably evaluate their respective positions. It further

1 appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all
2 parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
3 Action. It further appears that the Settlement has been reached as the result of non-collusive, arms-
4 length negotiations, and was entered into in good faith.

5 4. The Court preliminarily approves the release of claims set forth in the Settlement
6 Agreement. The Gross Settlement Amount of \$495,000 will be allocated among Participating Class
7 Members and Aggrieved Employees based on their respective Workweeks and PAGA Pay Periods
8 during the Class and PAGA Periods, after deductions for: (a) attorneys' fees of up to \$165,000
9 (33.33% of the Gross Settlement Amount) and litigation costs of up to \$20,000 to be requested by
10 Class Counsel; (b) service awards of up to \$10,000 to Plaintiff Ana Maria Avalos Herrera and up to
11 \$5,000 to Plaintiff Franco Perez, subject to Court approval; (c) settlement administration costs of up
12 to \$10,000; and (d) civil penalties of \$10,000 allocated under PAGA, of which 75% (\$7,500) shall
13 be paid to the LWDA and 25% (\$2,500) distributed to Aggrieved Employees.

14 5. The Court preliminarily finds that the Settlement, including the allocations for the
15 Attorneys' Fees and Costs, Class Representative Service Awards, LWDA Payment, Administration
16 Costs, and payments to the Settlement Class Members provided thereby, appear to be within the
17 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
18 The Court has reviewed the monetary recovery that is being granted as part of the Settlement and
19 preliminarily finds that the monetary settlement awards made available to the Class Members are
20 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
21 relating to liability, representative adjudication, certification, and damages issues.

22 6. The Court conditionally certifies the following class ("Class" or "Class Members")
23 for settlement purposes only:

24 All current and former non-exempt employees who are or were employed by
25 Defendant Container Supply Company, Inc. in California at any time from January 28,
26 2018, to December 31, 2025.

27 ///

28 ///

1 7. For purposes of the PAGA Settlement, “Aggrieved Employees” means all current and
2 former non-exempt employees who worked for Defendant in California at any time during the PAGA
3 Period, January 28, 2021 to December 31, 2025. Aggrieved Employees may not opt out of the PAGA
4 portion of the Settlement.

5 8. The Court provisionally appoints Andrew E. Hillier, Esq. of Hillier DiGiacco LLP as
6 Class Counsel.

7 9. The Court provisionally appoints Plaintiffs Franco Perez and Ana Maria Avalos
8 Herrera as Class Representatives.

9 10. The Court provisionally appoints Apex Class Action LLC as the Settlement
10 Administrator.

11 11. The Court concludes that, for settlement purposes only, the Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
13 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
14 (b) common questions of law and fact predominate, and there is a well-defined community of interest
15 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs’
16 claims are typical of the claims of the members of the Class; (d) the Plaintiffs will fairly and
17 adequately protect the interests of the members of the Class; (e) a class action is superior to other
18 available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified
19 to act as counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

20 12. Not later than 35 days after the Court grants Preliminary Approval of the Settlement,
21 Defendant will provide the Settlement Administrator with the Class Data, in conformity with the
22 Settlement Agreement.

23 13. The Court approves, both as to form and content, the Court Approved Notice of Class
24 Action and PAGA Settlement (“Class Notice”) attached hereto as Exhibit 4, together with the Opt-
25 Out Form, attached hereto as Exhibit 5, the Notice of Objection, attached hereto as Exhibit 6, and
26 their certified Spanish translations, attached hereto as Exhibit 7. The Class Notice shall be provided
27 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class
28 Notice appears to fully and accurately inform the Class Members of all material elements of the

1 Settlement, of the Class Members' right to be excluded from the Settlement by submitting a Request
2 for Exclusion, of the Class Members' right to dispute the Workweeks credited to each of them by
3 submitting a Workweek Dispute, and of each Settlement Class Member's right and opportunity to
4 object to the Settlement by submitting an Objection. The Court further finds that distribution of the
5 Class Notice in the manner and form set forth in the Settlement Agreement and this Order meets the
6 requirements of due process and shall constitute due and sufficient notice to all persons entitled
7 thereto, and approves the dates set forth in the Settlement Agreement and this Order. The Court orders
8 the Settlement Administrator to mail the Class Notice, with its certified Spanish translation, by first-
9 class U.S. mail to all Class Members no later than 14 days after receiving the Class Data, in
10 accordance with the Settlement Agreement. The Settlement Administrator is authorized and directed
11 to insert into the Class Notice, the Opt-Out Form, and the Notice of Objection, before mailing, the
12 specific calendar dates corresponding to the Response Deadline and all other deadlines and events
13 referenced therein—including the deadlines for Requests for Exclusion, Objections, and Workweek
14 and/or Pay Period challenges, and the date and time of the Final Approval Hearing—calculated in
15 accordance with this Order and the Settlement Agreement and based on the date the Class Notice is
16 mailed to Class Members, together with the address of the dedicated settlement website established
17 by the Administrator for the Settlement.

18 14. Pursuant to Labor Code section 2699, subdivision (1)(2) (former subdivision (1)(2)),
19 Plaintiffs shall provide the Labor and Workforce Development Agency with a copy of the Settlement
20 Agreement, as amended, and all papers submitted to the Court in connection with the Settlement.

21 15. The Court preliminarily approves the procedure, set forth in the Settlement
22 Agreement, for requesting exclusion from the Class Settlement. Any Class Member may request
23 exclusion by sending a timely and valid written Request for Exclusion, in conformity with the
24 requirements set forth in the Class Notice, to the Settlement Administrator no later than 60 days after
25 the Administrator mails the Class Notice (plus an additional 14 days for any Class Member whose
26 Class Notice is re-mailed) (the "Response Deadline"). Any Class Member who submits a timely and
27 valid Request for Exclusion will not receive an Individual Class Payment, will not be bound by the
28 release of Class claims, and may not object to the Class Settlement. Requests for Exclusion do not

1 apply to the PAGA portion of the Settlement: all Aggrieved Employees, including those who request
2 exclusion from the Class Settlement, remain bound by the release of PAGA claims and remain
3 eligible for Individual PAGA Payments. Class Members who do not submit a timely and valid
4 Request for Exclusion ("Participating Class Members") shall be bound by the Settlement Agreement
5 and any judgment entered thereon.

6 16. A Final Approval Hearing will be held before this Court on **December 14, 2026, at**
7 **1:30 p.m.**, in Department CX103 of the Superior Court of California County of Orange, Civil
8 Complex Center located at 751 W. Santa Ana BLVD, Santa Ana, California, 92701 to determine all
9 necessary matters concerning the Settlement, including: whether the proposed settlement of the
10 Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable
11 and should be finally approved by the Court; whether a judgment, as provided in the Settlement,
12 should be entered herein; whether the plan of allocation contained in the Settlement should be
13 approved as fair, adequate, and reasonable to the Class Members; and determine whether to finally
14 approve the requests for Attorneys' Fees and Costs, Class Representative Service Awards,
15 Administration Costs, and allocation of the LWDA Payment.

16 17. Class Counsel shall file a motion for final approval of the Settlement and for
17 Attorneys' Fees and Costs, Class Representative Service Awards, and Administration Costs, along
18 with the appropriate declarations and supporting evidence **no later than 16 court days before the**
19 **Final Approval Hearing**, to be heard at the Final Approval Hearing. The deadline for Plaintiffs to
20 submit the settlement administrator's declaration regarding the settlement administration process and
21 any responses to objections is **no later than 16 court days before the Final Approval Hearing**.

22 18. To object to the Settlement, a Settlement Class Member must submit an Objection to
23 the Settlement Administrator sent no later than the Response Deadline. The Objection must be signed
24 and must contain the information that is required, as set forth in the Class Notice, including and not
25 limited to the grounds for the objection.

26 19. The Settlement is not a concession or admission and shall not be used against
27 Defendant as an admission or indication with respect to any claim of any fault or omission by
28 Defendant. Whether or not the Settlement is finally approved, and except as necessary to enforce the

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

6 20. Pending the Final Approval Hearing, all proceedings in this Action are stayed except
7 as may be necessary to implement the Settlement or comply with the terms of the Settlement
8 Agreement and this Order.

9 21. The Court reserves the right to adjourn or continue the date of the Final Approval
10 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
11 Members and retains jurisdiction to consider all further applications arising out of or connected with
12 the Settlement.

13 **IT IS SO ORDERED.**

14
15 Dated:

7/28/26

By:

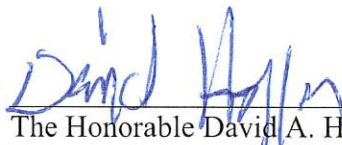

The Honorable David A. Hoffer
Judge of the Superior Court

Exhibit 1

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1. DEFINITIONS.

1.2. “Secondary Action” refers to Plaintiff Ana Maria Avalos Herrera’s lawsuit alleging wage and hour violations against Container Supply Company captioned *Ana Maria Avalos Herrera v. Container Supply Co., Inc. MFG of Metal and Plastic Containers; Container Supply Company, Incorporated, et al.*, Case No. 30-2023-01300857-CU-OE-CXC initiated on January 9, 2023.

1.3. “Tertiary Action” refers to Plaintiff Ana Maria Avalos Herrera’s lawsuit alleging wage and hour violations against Container Supply Company captioned *Ana Maria Avalos Herrera v. Container Supply Co., Inc. MFG of Metal and Plastic Containers; Container Supply Company, Incorporated, et al.*, Case No. 30-2023-01312800-CU-OE-CXC initiated on March 16, 2023.

1.4. "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.5. "Actions" refers to, collectively, the Action, the Secondary Action, and the Tertiary Action.

1.6. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection

1 with approval of the Settlement and all costs incurred by the Settlement Administrator in
2 administration of the Settlement, including, but not limited to, mailing of notice to the class,
3 calculation of Individual Settlement Payments, generation of Individual Settlement Payment
4 checks and related tax reporting forms, administration of unclaimed checks, and generation of
5 checks to Class Counsel for attorneys' fees and costs, to Plaintiffs for their Incentive Awards, and
6 to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
7 Amount.

8 1.7. "Aggrieved Employee" means all current and former non-exempt employees who
9 were employed by Defendant Container Supply Company, Inc. in California at any time during the
10 PAGA Period.

11 1.8. "Class" means all current and former non-exempt employees who are or were
12 employed by Defendant Container Supply Company, Inc. in California at any time during the Class
13 Period.

14 1.9. "Class Counsel" means Andrew E. Hillier and Francis A. DiGiacco of Hillier
15 DiGiacco LLP.

16 1.10. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment"
17 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and
18 expenses incurred to prosecute the Actions.

19 1.11. "Class Data" means Class Member identifying information in Defendant's
20 possession including the Class Member's name, last-known mailing address, Social Security
21 number, and number of Class Period Workweeks and PAGA Pay Periods.

22 1.12. "Class Member" or "Settlement Class Member" means a member of the Class, as
23 either a Participating Class Member or Non-Participating Class Member (including a Non-
24 Participating Class Member who qualifies as an Aggrieved Employee).

25 1.13. "Class Member Address Search" means the Administrator's investigation and
26 search for current Class Member mailing addresses using all reasonably available sources,
27 methods and means including, but not limited to, the National Change of Address database, skip

1 traces, and direct contact by the Administrator with Class Members.

2 1.14. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
3 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
4 Class Members in English with a Spanish translation in the form, without material variation,
5 attached as Exhibit A and incorporated by reference into this Agreement.

6 1.15. "Class Period" means the period from January 28, 2018 to the date of preliminary
7 approval.

8 1.16. "Class Representative" means each named Plaintiff in the complaints in the
9 Actions seeking Court approval to serve as Class Representatives.

10 1.17. "Class Representative Service Payment" means the payment to the Class
11 Representatives for initiating the Actions and providing services in support of the Action.

12 1.18. "Court" means the Superior Court of California, County of Orange.

13 1.19. "Date of Finality" means the later of the following: (1) the date the Final Approval
14 is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and
15 no appeal is taken of the Final Approval, sixty-five (65) days after the Final Approval; or (3) if
16 an appeal or other judicial review is taken from the Court's overruling of objections to the
17 settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the
18 Final Approval becomes final.

19 1.20. "Defendant" means named Defendant Container Supply Company, Inc., otherwise
20 erroneously sued by Plaintiff Herrera as Container Supply Co., Inc. MFG. of Metal & Plastic
21 Containers.

22 1.21. "Defense Counsel" means David L. Martin and Matthew C. McDonald of Martin
23 Law Firm, PC.

24 1.22. "Effective Date" means the date by when both of the following have occurred: (a)
25 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
26 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
27 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if

one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.23. "Final Approval" means the Court's order granting final approval of the Settlement.

1.24. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.25. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.26. "Gross Settlement Amount" means the sum of \$495,000.00, to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the Actions, which is inclusive of the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administrator's Expenses.

1.27. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of workweeks worked during the Class Period.

1.28. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.29. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.30. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.31. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.32. "Net Settlement Amount" means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
2 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
4 paid to Participating Class Members as Individual Class Payments.

5 1.33. "Non-Participating Class Member" means any Class Member who opts out of the
6 Settlement by sending the Administrator a valid and timely Request for Exclusion.

7 1.34. "Operative Complaints" means, collectively, the complaints filed by Plaintiff
8 Perez in the Action, and the complaints filed by Plaintiff Herrera in the Secondary Action and the
9 Tertiary Action.

10 1.35. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
11 worked for Defendant for at least one day during the PAGA Period.

12 1.36. "PAGA Period" means the period from January 28, 2021 to the date of the court
13 order granting preliminary approval of the Settlement.

14 1.37. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

15 1.38. "PAGA Notice" means Plaintiff Perez's January 28, 2022 letter to the LWDA.

16 1.39. "PAGA Penalties" means the sum of \$10,000, which is the total amount of PAGA
17 civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved
18 Employees (\$2,500.00) and 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

19 1.40. "Participating Class Member" means a Class Member who does not submit a valid
20 and timely Request for Exclusion from the Settlement.

21 1.41. "Plaintiffs" means Franco Perez and Ana Maria Avalos Herrera, the named
22 plaintiffs in the Actions.

23 1.42. "Plaintiff Herrera" means Ana Maria Avalos Herrera, the named plaintiff in the
24 Secondary Action and Tertiary Action.

25 1.43. "Plaintiff Perez" means Franco Perez, the named plaintiff in the Action.

26 1.44. "Preliminary Approval" means the Court's Order Granting Preliminary Approval
27 of the Settlement.

510 and 1198 (Unpaid Overtime), Violation of California Code §§ 1182.12, 1194, 1197, and 1197.1 (Unpaid Minimum Wages), Violation of California Labor Code §§ 226.7 & 512(a) (Failure to Provide Meal Periods), Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods), Violation of California Labor Code §§ 226(a), 1174(d) and 1198 (Non-Compliant Wage Statements and Failure to Maintain Records), Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination), Violation of California Labor Code § 2802 (Unreimbursed Business Expenses), Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et. seq., and Violation of California Business & Professions Code §§ 17200, et seq. (Unlawful Business Practices). On January 9, 2023, Plaintiff Ana Maria Avalos Herrera filed a Complaint in the Secondary Action alleging causes of action against Defendant for Failure to Pay Wages for All Hours Worked at Minimum Wage in Violation of Labor Code Sections 1194 and 1197, Failure to Pay Overtime Wages for Daily Overtime Worked in Violation of Labor Code Sections 510 and 1194, Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7, Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7, Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204, Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226, Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code Sections 201, 202, and 203, and Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et. seq. On March 16, 2023, Plaintiff Ana Maria Avalos Herrera filed a Complaint in the Tertiary Action alleging causes of action against Defendant for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et. seq. for failure to pay wages for all hours worked at the legal minimum wage, failure to pay wages for overtime hours worked at the overtime rate of pay, failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods, failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant rest periods, failure to timely pay earned wages during employment, and

1 failure to provide complete and accurate wage statements. Defendant denies the allegations in
2 each of the Operative Complaints, denies any failure to comply with the laws identified in the
3 complaints, and denies any and all liability for the causes of action alleged.

4 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written
5 notice to Defendant and the LWDA by sending the PAGA Notice.

6 2.3. On November 16, 2022, Plaintiff Perez and Defendant participated in a full-day
7 mediation with Jill R. Sperber. The mediation led to productive settlement discussions, which
8 continued following the mediation. On January 25, 2024, the Parties (through counsel)
9 participated in a settlement conference. Following an exchange of information, arguments, and
10 calculations, the parties agreed to the material terms of this Agreement. Those terms were
11 reflected in a Memorandum of Understanding, which was fully executed on March 29, 2024.

12 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery: Plaintiff
13 Perez's timecards, wage statements, and personnel file; timecards for a random sampling of 20%
14 of class members; wage statements for a random sampling of 20% of class members; Defendant's
15 corporate policies relating to timekeeping, payment of overtime compensation, non-discretionary
16 bonuses, meal and rest periods, and reimbursement of incurred employee expenses; an accounting
17 of employees during the class and PAGA periods; and an accounting of workweeks during the
18 class and PAGA periods. Plaintiffs' investigation was sufficient to satisfy the criteria for court
19 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
20 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

21 2.5. The Court has not granted class certification.

22 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
23 of any other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement except the Action, Secondary Action, and Tertiary Action.

25 **3. MONETARY TERMS.**

26 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
27 Defendant promises to pay \$495,000.00 and no more as the Gross Settlement Amount. Defendant

1 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
2 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
3 without asking or requiring Participating Class Members or Aggrieved Employees to submit any
4 claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
6 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
7 the Court in the Final Approval:

8 3.2.1. To Plaintiffs: Class Representative Service Payment of \$10,000 to Class
9 Representative Ana Maria Avalos Herrera and \$5,000 to Class Representative Franco Perez (in
10 addition to any Individual Class Payment and any Individual PAGA Payment the Class
11 Representatives are entitled to receive as Participating Class Members). Defendant will not
12 oppose Plaintiffs' request for Class Representative Service Payments that does not exceed these
13 amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses
14 Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no
15 later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class
16 Representative Service Payments less than the amount requested, the Administrator will retain
17 the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative
18 Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for
19 employee taxes owed on the Class Representative Service Payment.

20 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
21 33.33%, which is currently estimated to be \$165,000.00, and a Class Counsel Litigation
22 Expenses Payment of not more than \$20,000.

23 Defendant will not oppose this Class Counsel Fees Payment provided that it does
24 not exceed 33.33%, which is currently estimated to be \$165,000.00. This shall resolve all
25 attorney's fees from all attorneys and firms that have worked on the cases at issue. Class
26 Counsel confirms that they have reached agreement(s) with Lavi & Ebrahimian, LLP,
27 Finkelstein & Krinsk LLP, and Lawyers for Employee and Consumer Rights regarding how the

1 attorney's fees will be split in this matter. Class Counsel will defend and indemnify Defendant
2 and all Released Parties against all claims for attorney's fees and costs arising from the cases
3 settled herein.

4 Defendant will not oppose this Class Counsel Litigation Expenses Payment,
5 provided that the reasonableness of Class Counsel's request is supported by the submission of
6 declaration(s) substantiating the costs.

7 Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment
8 and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final
9 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
10 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate
11 the remainder to the Net Settlement Amount, and Class Counsel reserve their right to appeal
12 such order, however, Plaintiffs or Class Counsel will not request or demand an increase to the
13 Gross Settlement Amount on that basis. Released Parties shall have no liability to Class
14 Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class
15 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
16 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or
17 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on
18 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
19 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any
20 division or sharing of any of these Payments.

21 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
22 \$10,000 except for a showing of good cause and as approved by the Court. To the extent the
23 Administration Expenses are less or the Court approves payment less than \$10,000, the
24 Administrator will retain the remainder in the Net Settlement Amount.

25 3.2.4. To Each Participating Class Member: An Individual Class Payment
26 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
27 by all Participating Class Members during the Class Period and (b) multiplying the result by each

1 Participating Class Member's Workweeks.

2 3.2.4.1. Tax Allocation of Individual Class Payments. 75% of each
3 Participating Class Member's Individual Class Payment will be allocated to settlement of claims
4 for interest and penalties. These payments are not subject to wage withholdings and will be
5 reported on IRS 1099 Forms. 25% of each Participating Class Member's Individual Class
6 Payment will be allocated to wages reflected on IRS W-2 Forms.

7 3.2.4.2. Effect of Non-Participating Class Members on Calculation
8 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
9 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
10 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

11 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
12 amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00)
13 allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA
14 Payments. The Individual PAGA Payments shall be calculated pro rata based on the number of
15 PAGA Pay Periods each Aggrieved Employee worked in the relevant PAGA Period.

16 3.2.5.1. The Administrator will calculate each Individual PAGA
17 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
18 (\$2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved
19 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
20 PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any
21 taxes owed on their Individual PAGA Payment.

22 3.2.5.2. If the Court approves PAGA Penalties of less than the
23 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
24 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

25 **4. SETTLEMENT FUNDING AND PAYMENTS.**

26 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of
27 its records to date, Defendant estimates there will be 235 Class Members as of the date of

1 preliminary approval who will have collectively worked a total of approximately 23,160
2 workweeks. Defendant estimates there will be approximately 12,494 pay periods during the
3 PAGA period through the date of preliminary approval.

4 4.2. Class Data. Not later than thirty-five (35) days after the Court grants Preliminary
5 Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the
6 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
7 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
8 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
9 Administrator employees who need access to the Class Data to effect and perform under this
10 Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover
11 that the Class Data omitted class member identifying information and to provide corrected or
12 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
13 which Defendant must send the Class Data to the Administrator, the Parties and their counsel will
14 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
15 to missing or omitted Class Data.

16 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
17 Settlement Amount, and also fund the amounts necessary to pay Defendant's share of payroll
18 taxes, by transmitting the funds to the Administrator by no later than ninety (90) days after the
19 Effective Date. Defendant's share of employer payroll taxes on any payments allocated as wages
20 under this Settlement shall be in addition to the amount of the Gross Settlement Amount.

21 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
22 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
23 Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, the
24 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
25 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
26 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
27 Representative Service Payment shall not precede disbursement of Individual Class Payments

1 and Individual PAGA Payments.

2 4.4.1. The Administrator will issue checks for the Individual Class Payments
3 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
4 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
5 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
6 not cashed by the void date. The Administrator will send checks for Individual Settlement
7 Payments to all Participating Class Members (including those for whom Class Notice was
8 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
9 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
10 Employees (including those for whom Class Notice was returned undelivered). The
11 Administrator may send Participating Class Members a single check combining the Individual
12 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
13 must update the recipients' mailing addresses using the National Change of Address Database.

14 4.4.2. The Administrator must conduct a Class Member Address Search for all
15 other Class Members whose checks are returned undelivered without USPS forwarding address.
16 Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the
17 USPS forwarding address provided or to an address ascertained through the Class Member
18 Address Search. The Administrator need not take further steps to deliver checks to Class Members
19 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
20 replacement check to any Class Member whose original check was lost or misplaced, requested
21 by the Class Member prior to the void date.

22 4.4.3. For any Class Member whose Individual Class Payment check or
23 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
24 shall transmit the funds represented by such checks to the California State Bar's Justice Gap Fund
25 in the name of the Class Member.

26 4.4.4. The payment of Individual Class Payments and Individual PAGA
27 Payments shall not obligate Defendant to confer any additional benefits or make any additional

1 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
2 this Agreement.

3 **5. CONTINGENT NATURE OF THE AGREEMENT**

4 5.1. Because the Parties have stipulated to the certification of the Class for settlement
5 purposes only, this Agreement requires Preliminary and Final Approval by the Court.
6 Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is
7 contingent upon the approval and certification by the Court. If the Date of Finality does not occur,
8 the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class
9 shall have no bearing on, nor be admissible in connection with, the issue of certification of the
10 Class with respect to all causes of action alleged in the Actions. Defendant does not consent to
11 certification of the Class for any purpose other than to effectuate settlement of the Actions. If the
12 Date of Finality does not occur, or if Disposition of this Actions is not effectuated, any
13 certification of the Class as to Defendant will be vacated and Plaintiffs, Defendant, and the Class
14 will be returned to their positions with respect to the Actions as if the Agreement had not been
15 entered into. In the event that the Date of Finality does not occur: (a) any Court orders
16 preliminarily or finally approving certification of any class contemplated by this Agreement shall
17 be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and
18 (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose
19 the certification of a Class under this Agreement, or that the Court preliminarily approved the
20 certification of the Class, shall not be used or cited thereafter by any person or entity, including
21 in any manner whatsoever, including without limitation any contested proceeding relating to the
22 certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed
23 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for
24 any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class
25 certification in the Actions for any purpose, if the Date of Finality does not occur.

26 5.2. The Parties shall take, and shall direct their respective counsel to take, all steps
27 that may be requested by the Court relating to the approval and implementation of this Agreement

1 and shall otherwise use their respective best efforts to obtain Court approval and implement this
2 Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion
3 for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the
4 Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator
5 Jill R. Sperber to resolve the dispute.

6 **6. RELEASES OF CLAIMS.**

7 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
8 Plaintiffs and Class Members will release claims against all Released Parties as follows:

9 6.1 Plaintiffs' Releases. Plaintiffs and their respective former and present spouses,
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
11 and discharge Released Parties from any and all claims, transactions, or occurrences she has or
12 may have against them at this time, including, but not limited to: (1) all claims that were, or
13 reasonably could have been, alleged, based on the facts contained, in the Operative Complaints,
14 including all claims (a) which arose out of or are in any way connected with Plaintiffs'
15 employment; (b) which are related to or concern any law, including, but not limited to: (i)
16 discrimination, harassment, and retaliation under local, state, or federal law based on age, sex,
17 race, color, national origin, religion, disability status, or any other category protected by any such
18 law including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12112, et seq.,
19 and all other Federal and State Civil Rights Statutes; (ii) wrongful termination, breach of express
20 and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and
21 negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of
22 privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery,
23 intentional interference with contractual relations and prospective economic advantage, violation
24 of public policy, and other torts; and (iii) failure to pay wages, overtime, meals and rest breaks,
25 penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, and vacation
26 pay, either individually or as part of a class action, collective action, and/or representative action;
27 (c) which are related to or concern any violation of California Business and Professions Code

1 Section 17200, et seq., and/or the California Labor Code, including Labor Code section 1102.5;
2 the California Fair Employment and Housing Act; the California Industrial Welfare Commission
3 Wage Orders; and the California Private Attorney General Act; (d) which are related to or concern
4 any violation of the CFRA or the FMLA or other leave statute, or; (e) which are related to
5 allegations of sexual harassment, discrimination based on sex, retaliation, failure to prevent sexual
6 harassment, failure to prevent retaliation, failure to accommodate, failure to engage in a good
7 faith interactive process, and wrongful termination, or; (f) which arose out of or are in any way
8 connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever
9 resulting from any act committed or omission made prior to the date of this Agreement (2) all
10 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
11 Operative Complaints, Plaintiffs' PAGA Notices, or ascertained during the Actions and released
12 under 6.2, below; and (3) and all claims known and unknown, without exception, except as may
13 be prohibited by law. ("Plaintiffs' Release.") Plaintiffs agree to dismiss any claims within the
14 scope of Plaintiffs' Release with prejudice with respect to Defendant and the Released Parties.
15 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any
16 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
17 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
18 Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in
19 addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless,
20 that Plaintiffs' Releases shall be and remain effective in all respects, notwithstanding such
21 different or additional facts or Plaintiffs' discovery of them.

22 6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
23 purposes of Plaintiffs' Release, Plaintiffs and their respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
25 expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the
26 California Civil Code. Accordingly, Plaintiffs and their respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, waive,

1 release, acquit, and forever discharge the Released Parties from any and all claims, actions,
2 charges, complaints, grievances, transactions, occurrences and causes of action, of any nature
3 arising from Plaintiffs' employment with Defendant, whether known or un-known, which exist
4 or may exist as of the Parties' execution of this Agreement.

5 Section 1542 of the California Civil Code reads as follows:

6 **A general release does not extend to claims that the creditor**
7 **or releasing party does not know or suspect to exist in his or**
8 **her favor at the time of executing the release, and that if known**
9 **by him or her would have materially affected his or her**
10 **settlement with the debtor or Released Party.**

11 6.2 Release by Participating Class Members: All Participating Class Members, on
12 behalf of themselves and their respective former and present representatives, agents, attorneys,
13 heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that
14 were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
15 Operative Complaints and ascertained in the course of the Actions, including, but not limited to,
16 e.g., any and all claims based on: Violation of California Labor Code §§ 510, 1194, and 1198
17 (Unpaid Overtime), Violation of California Code §§ 1182.12, 1194, 1197, and 1197.1 (Unpaid
18 Minimum Wages), Violation of California Labor Code §§ 226.7, 512, and 512(a) (Failure to
19 Provide Meal Periods), Violation of California Labor Code § 226.7 (Failure to Provide Rest
20 Periods), Violation of California Labor Code §§ 226, 226(a), 1174(d) and 1198 (Non-Compliant
21 Wage Statements and Failure to Maintain Records), Violation of California Labor Code § 204
22 (Wages Not Timely Paid During Employment), Violation of California Labor Code §§ 201, 202,
23 and 203 (Wages Not Timely Paid Upon Termination), Violation of California Labor Code § 2802
24 (Unreimbursed Business Expenses), and Violation of California Business & Professions Code §§
25 17200, et seq. (Unlawful Business Practices). Except as set forth in Section 6.3 of this Agreement,
26 Participating Class Members do not release any other claims, including claims for vested benefits,
27 wrongful termination, violation of the Fair Employment and Housing Act, unemployment

1 insurance, disability, social security, workers' compensation, or claims based on facts occurring
2 outside the Class Period.

3 6.3 Release by Aggrieved Employees: All Aggrieved Employees, including Non-
4 Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
7 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
8 in the Operative Complaints and the PAGA Notice and ascertained in the course of the Action
9 including but not limited to claims for civil penalties for violations of Labor Code §§ 510, 1198,
10 1182.12, 1194, 1197, 1197.1, 226.7, 512, 226(a), 1174(d), 201, 202, 203, 204, 226, 2802, 2698,
11 violations of the California Business & Professions Code § 17200, and applicable Wage Orders
12 of the Industrial Welfare Commission.

13 **7. MOTION FOR PRELIMINARY APPROVAL.**

14 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for
15 Preliminary Approval") that complies with the Court's current checklist for Preliminary
16 Approvals.

17 7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense
18 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
19 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
20 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
21 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
22 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
23 declaration from the Administrator attaching its "not to exceed" bid for administering the
24 Settlement and attesting to its willingness to serve; competency; operative procedures for
25 protecting the security of Class Data; amounts of insurance coverage for any data breach,
26 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
27 interest with Class Members; and the nature and extent of any financial relationship with

1 Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming
2 willingness and competency to serve and disclosing all facts relevant to any actual or potential
3 conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from
4 each Class Counsel firm attesting to its competency to represent the Class Members; its timely
5 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
6 Code section 2699.3, subd. (a)), Operative Complaints (Labor Code section 2699, subd. (1)(1)),
7 this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual
8 or potential conflict of interest with Class Members, and/or the Administrator. In their
9 Declarations, Plaintiffs and Class Counsel Declaration shall state whether they are aware of any
10 other pending matter or action asserting claims that will be extinguished or adversely affected by
11 the Settlement as of the date of this Settlement Agreement's execution.

12 7.2. Responsibilities for Approval. Plaintiffs and Defendant are jointly responsible
13 for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty
14 (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the
15 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
16 for Preliminary Approval. Plaintiffs are responsible for delivering the Court's Preliminary
17 Approval to the Administrator. At least seven (7) days before any document necessary for
18 obtaining Preliminary Approval is filed, Plaintiffs, by and through Class Counsel, will provide
19 said document(s) to Defense Counsel for Defense Counsel's review and comment.

20 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
21 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
22 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
23 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
24 Preliminary Approval or conditions Preliminary Approval on any material change to this
25 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
26 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
27 otherwise satisfy the Court's concerns.

1 **8. SETTLEMENT ADMINISTRATION.**

2 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
3 LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class
4 Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
5 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
6 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
7 the Administrator other than a professional relationship arising out of prior experiences
8 administering settlements.

9 8.2. Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and
11 providing reports to state and federal tax authorities.

12 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund
13 that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury
14 Regulation section 468B-1.

15 8.4. Notice to Class Members.

16 8.4.1. No later than three (3) business days after receipt of the Class Data, the
17 Administrator shall notify Class Counsel that the list has been received and state the number of
18 Class Members, PAGA Members, Class Workweeks, and PAGA Pay Periods in the Class Data.

19 8.4.2. Using best efforts to perform as soon as possible, and in no event later
20 than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class
21 Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail,
22 the Class Notice with Spanish translation, substantially in the form attached to this Agreement as
23 **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any
24 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
25 number of workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before
26 mailing Class Notices, the Administrator shall update Class Member addresses using the National
27 Change of Address database. The notice may not be smaller than the font size in the proposed

1 notice provided to the Court.

2 8.4.3. Not later than three (3) business days after the Administrator's receipt of
3 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
4 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
5 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
6 the Class Notice to the most current address obtained. The Administrator has no obligation to
7 make further attempts to locate or send Class Notice to Class Members whose Class Notice is
8 returned by the USPS a second time.

9 8.4.4. The deadlines for Class Members' written objections, Challenges to
10 Class Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
11 additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice
12 for all Class Members whose notice is re-mailed. The Administrator will inform the Class
13 Member of the extended deadline with the re-mailed Class Notice.

14 8.4.5. If the Administrator, Defendant or Class Counsel is contacted by or
15 otherwise discovers any persons who believe they should have been included in the Class Data
16 and should have received Class Notice, the Parties will expeditiously meet and confer in person
17 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
18 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
19 other Class Members, and the Administrator will send, via email or overnight delivery, a Class
20 Notice requiring them to exercise options under this Agreement not later than fourteen (14) days
21 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

22 8.5. Requests for Exclusion (Opt-Outs).

23 8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
24 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
25 Exclusion not later than forty-five (45) after the Administrator mails the Class Notice (plus an
26 additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for
27 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates

1 the Class Member's election to be excluded from the Settlement and includes the Class Member's
2 name, address and email address or telephone number. To be valid, a Request for Exclusion must
3 be timely faxed, emailed, or postmarked by the Response Deadline.

4 8.5.2. The Administrator may not reject a Request for Exclusion as invalid
5 because it fails to contain all the information specified in the Class Notice. The Administrator
6 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
7 identity of the person as a Class Member and the Class Member's desire to be excluded. The
8 Administrator's determination shall be final and not appealable or otherwise susceptible to
9 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
10 the Administrator may demand additional proof of the Class Member's identity. The
11 Administrator's determination of authenticity shall be final and not appealable or otherwise
12 susceptible to challenge.

13 8.5.3. Every Class Member who does not submit a timely and valid Request for
14 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
15 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
16 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
17 Participating Class Member actually receives the Class Notice or objects to the Settlement.

18 8.5.4. Every Class Member who submits a valid and timely Request for
19 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
20 or have the right to object to the class action components of the Settlement. Because future PAGA
21 claims are subject to claim preclusion upon entry of the Judgment, all Aggrieved Employees,
22 including Non-Participating Class Members who are Aggrieved Employees, are bound to the
23 PAGA Settlement regardless of whether or not they submit a valid and timely Request for
24 Exclusion, and are deemed to release the claims identified in Paragraph 6.3 of this Agreement
25 and are eligible for an Individual PAGA Payment.

26 8.6. Challenges to Calculation of Workweeks and/or Pay Periods. Each Class
27 Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an

1 additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge
2 the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member
3 in the Class Notice. The Class Member may challenge the allocation by communicating with the
4 Administrator via fax, email or mail. The Administrator must encourage the challenging Class
5 Member to submit supporting documentation. In the absence of any contrary documentation, the
6 Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods contained
7 in the Class Notice are correct so long as they are consistent with the Class Data. The
8 Administrator's determination of each Class Member's allocation of Class Workweeks and/or
9 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
10 Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks
11 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
12 determination the challenges.

13 8.7. Objections to Settlement.

14 8.7.1. Only Participating Class Members may object to the class action
15 components of the Settlement and/or this Agreement, including contesting the fairness of the
16 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
17 Litigation Expenses Payment and/or Class Representative Service Payment.

18 8.7.2. Participating Class Members may send written objections to the
19 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
20 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
21 Hearing. A Participating Class Member who elects to send a written objection to the
22 Administrator must do so not later than sixty (60) days after the Administrator's mailing of the
23 Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was
24 re-mailed).

25 8.7.3. Non-Participating Class Members have no right to object to any of the class
26 action components of the Settlement.

27 8.8. Administrator Duties. The Administrator has a duty to perform or observe all

1 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

2 8.8.1. Website, Email Address and Toll-Free Number. The Administrator will
3 establish and maintain and use an internet website to post information of interest to Class
4 Members including the date, time and location for the Final Approval Hearing and copies of the
5 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
6 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
7 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
8 Approval and the Judgment. The Administrator will also maintain and monitor an email address
9 and a toll-free telephone number to receive Class Member calls, faxes and emails.

10 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
11 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
12 later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,
13 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
14 names and other identifying information of Class Members who have timely submitted valid
15 Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of
16 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
17 Exclusion from Settlement submitted (whether valid or invalid).

18 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide
19 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
20 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
21 Exclusion (whether valid or invalid) received, objections received, challenges to Class
22 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual
23 Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must
24 include provide the Administrator's assessment of the validity of Requests for Exclusion and
25 attach copies of all Requests for Exclusion and objections received.

26 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the
27 authority to address and make final decisions consistent with the terms of this Agreement on all

1 Class Member challenges over the calculation of Class Workweeks and/or PAGA Pay Periods.
2 The Administrator's decision shall be final and not appealable or otherwise susceptible to
3 challenge.

4 8.8.5. Administrator's Declaration. Not later than fourteen (14) days before the
5 date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
6 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
7 for filing in Court attesting to its due diligence and compliance with all of its obligations under
8 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
9 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
10 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
11 number of written objections and attach the Exclusion List. The Administrator will supplement
12 its declaration as needed or requested by the Parties and/or the Court. Plaintiffs are responsible
13 for filing the Administrator's declaration(s) in Court.

14 8.8.6. Final Report by Administrator. Within ten (10) days after the
15 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
16 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
17 identification number only of all payments made under this Agreement. At least fifteen (15) days
18 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
19 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
20 of all payments required under this Agreement. Plaintiffs are responsible for filing the
21 Administrator's declaration in Court.

22 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

23 Based on its records, Defendant estimates that, as of the date of preliminary approval there
24 will be 235 Class Members. If as of the end of the Class Period the actual number of Class
25 Members is more than 10% larger than the estimated number of 235 Class Members (i.e., 259 or
26 more class members), then the Gross Settlement Amount shall increase by \$2,106.38 for each
27 additional Class Members over 259 Class Members. Defendant may, at its sole discretion, adjust

1 the length of the Class Period by moving the end date so as to keep the number of Class Members
2 less than 259 and avoid triggering the escalation clause as long as it does so before the Class
3 Notices are sent to the Class Members.

4 **10. DEFENDANT'S RIGHT TO WITHDRAW.**

5 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds
6 10.00% of the total of all Class Members, Defendant may, but are not obligated to, elect to
7 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement
8 shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any
9 further obligation to perform under this Agreement; provided, however, Defendant will remain
10 responsible for paying all Settlement Administration Expenses incurred to that point. Defendant
11 must notify Class Counsel and the Court of its election to withdraw not later than thirty (30) after
12 the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
13 effect.

14 **11. MOTION FOR FINAL APPROVAL.**

15 Not later than sixteen (16) court days before the calendared Final Approval Hearing,
16 Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request
17 for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final
18 Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs
19 shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to
20 filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet
21 and confer in person or by telephone, and in good faith, to resolve any disagreements concerning
22 the Motion for Final Approval.

23 11.1. Response to Objections. Each Party retains the right to respond to any objection
24 raised by a Participating Class Member, including the right to file responsive documents in Court
25 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
26 accepted by the Court.

27 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
28

1 Approval on any material change to the Settlement (including, but not limited to, the scope of
2 release to be granted by Class Members), the Parties will expeditiously work together in good
3 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
4 Approval. The Court's decision to award less than the amounts requested for the Class
5 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
6 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
7 modification to the Agreement within the meaning of this paragraph.

8 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
9 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
10 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
11 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
13 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
14 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
15 respective counsel, and all Participating Class Members who did not object to the Settlement as
16 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
17 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
18 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
19 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
20 Parties' obligations to perform under this Agreement will be suspended until such time as the
21 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
22 the amount of the Net Settlement Amount.

23 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
24 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
25 material modification of this Agreement (including, but not limited to, the scope of release to be
26 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
27 expeditiously work together in good faith to address the appellate court's concerns and to obtain

1 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
2 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
3 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
4 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
5 as long as the Gross Settlement Amount remains unchanged.

6 **12. AMENDED JUDGMENT.**

7 If any amended judgment is required under Code of Civil Procedure section 384, the Parties
8 will work together in good faith to jointly submit and a proposed amended judgment.

9 **13. ADDITIONAL PROVISIONS.**

10 13.1. No Admission of Liability, Class Certification or Representative Manageability
11 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
12 claims. Nothing in this Agreement is intended or should be construed as an admission by
13 Defendant that any of the allegations in the Operative Complaints have merit or that Defendant
14 has any liability for any claims asserted; nor should it be intended or construed as an admission
15 by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class
16 certification and representative treatment is for purposes of this Settlement only. If, for any
17 reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
18 Defendant reserves the right to contest certification of any class for any reasons, and Defendant
19 reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move
20 for class certification on any grounds available and to contest Defendant's defenses. The
21 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
22 and will not be admissible in connection with, any litigation (except for proceedings to enforce or
23 effectuate the Settlement and this Agreement).

24 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel,
25 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary
26 Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or
27 publicize, or cause or permit another person, to disclose, disseminate or publicize, any of the

1 terms of the Agreement directly or indirectly, specifically or generally, to any person,
2 corporation, association, government agency, or other entity except: (1) to the Parties'
3 attorneys, accountants, legal support staff, or spouses, all of whom will be instructed to keep this
4 Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
5 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
6 response to an inquiry or subpoena issued by a state or federal government agency.

7 Each Party agrees to immediately notify each other Party of any judicial or agency order,
8 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and
9 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
10 communication, before the filing of the Motion for Preliminary Approval, with any third party
11 regarding this Agreement or the matters giving rise to this Agreement except to respond only
12 that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
13 Counsel's communications with Class Members in accordance with Class Counsel's ethical
14 obligations owed to Class Members, nor shall it restrict either Counsel's necessary
15 communications with Administrator.

16 13.3. No Solicitation. The Parties separately agree that they and their respective
17 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
18 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
19 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
20 obligations owed to Class Members.

21 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
22 Agreement together with its attached exhibits shall constitute the entire agreement between the
23 Parties relating to the Settlement, superseding any and all oral representations, warranties,
24 covenants, or inducements made to or by any Party.

25 13.5. Attorney Authorization. Plaintiffs and Defendant separately warrant and
26 represent that they have authorized, and hereby do authorize, their respective counsel to take all
27 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
2 terms of this Agreement including any amendments to this Agreement.

3 13.6. Cooperation. The Parties, by and through their counsel, will cooperate with each
4 other and use their best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
6 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
7 the form or content of any document necessary to implement the Settlement, or on any
8 modification of the Agreement that may become necessary to implement the Settlement, the
9 Parties will seek the assistance of a mediator and/or the Court for resolution.

10 13.7. No Prior Assignments. The Parties separately represent and warrant that they
11 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
12 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 13.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense
15 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury Department
17 Circular 230 (31 CFR Part 10, as amended) or otherwise.

18 13.9. Modification of Agreement. This Agreement, and all parts of it, may be
19 amended, modified, changed, or waived only by an express written instrument signed by all
20 Parties or their representatives, and approved by the Court.

21 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and
22 inure to the benefit of, the successors of each of the Parties.

23 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will
24 be governed by and interpreted according to the internal laws of the state of California, without
25 regard to conflict of law principles.

26 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
27 preparation of this Agreement. This Agreement will not be construed against any Party on the

1 basis that the Party was the drafter or participated in the drafting.

2 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders
3 entered during Action and in this Agreement relating to the confidentiality of information shall
4 survive the execution of this Agreement.

5 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant
6 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
7 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
8 connection with the Settlement, may be used only with respect to this Settlement, and no other
9 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
10 or rule of court. Not later than ninety (90) days after the date when the Court discharges the
11 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
12 funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from
13 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant
14 makes a written request to Class Counsel for the return, rather than the destructions, of Class
15 Data.

16 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement
17 is inserted for convenience of reference only and does not constitute a part of this Agreement.

18 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
19 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 13.17. Notice. All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

26 To Plaintiffs:

27 Andrew E. Hillier

1 Francis A. DiGiacco
2 Hillier DiGiacco LLP
3 600 W. Broadway, Suite 700
4 San Diego, CA 92101
5 (619) 330-5120
6 andrew@hdlawllp.com
7 frankie@hdlawllp.com

8 To Defendant:

9 David L. Martin
10 Matthew C. McDonald
11 Martin Law Firm, PC
12 2 Park Plaza #620
13 Irvine, CA 92614

14 13.18. Execution in Counterparts. This Agreement may be executed in one or more
15 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
16 Agreement shall be accepted as an original. All executed counterparts and each of them will be
17 deemed to be one and the same instrument if counsel for the Parties will exchange between
18 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
19 the existence and contents of this Agreement.

20 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement
21 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
22 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
23 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
24 process.

25 13.20. End of Employment. Any Plaintiff employed by Defendant at the time of
26 executing this Agreement shall agree that his or her employment with Defendant is ended
27 effective the date of this Agreement's execution. Plaintiff Ana Maria Avalos Herrera voluntarily
28 agrees that her employment will end effective the date she signs this Agreement. Plaintiffs agree
to not cause any unreasonable delay related to signing the Agreement.

13.21. Dismissal with Prejudice. Once the Agreement is approved by the Court in the

1 Action, the Parties will work cooperatively and take all steps necessary to seek dismissal with
2 prejudice of the Actions, including the Secondary and Tertiary Action, based on the settlement
3 reached in the Action.

4
5 Dated:

By:

FRANCO PEREZ

6
7
8 Dated:

By:

ANA MARIA AVALOS HERRERA

9
10
11 Dated:

By:

ROBERT MARRUJO for Container
Supply Co., Inc.

12
13
14 HILLIER DIGIACCO LLP

15
16 Dated:

By:

ANDREW HILLIER and FRANCIS
DIGIACCO, Attorneys for Plaintiff,
Franco Perez, and all others similarly
situated

17
18
19
20
21
22 MARTIN LAW FIRM, PC

23 Dated:

By:

24 DAVID L. MARTIN and MATTHEW
25 C. MCDONALD, Attorneys for
26 Defendant, Container Supply Co., Inc.

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EXHIBIT A

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

(Case names: *Franco Perez v. Container Supply Co., Inc. et al.*, case number 30-2022-01243344-CU-OE-CXC; *Ana Maria Avalos Herrera v. Container Supply Co. Inc. Mfg. Of Metal & Plastic Containers et al.*, case number 30-2023-01300857-CU-OE-CXC; and *Ana Maria Avalos Herrera v. Container Supply Co. Inc. Mfg. Of Metal & Plastic Containers et al.*, case number 30-2023-01312800-CU-OE-CXC) (Collectively, the "Actions").

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Container Supply Co., Inc. ("Defendant") for alleged wage and hour violations. The Actions were filed by Defendant's employees Franco Perez and Ana Marie Avalos Herrera ("Plaintiffs") and seeks payment of (1) back wages, interest, and penalties for a class of non-exempt employees ("Class Members") who worked for Defendant in California during the Class Period (January 28, 2018 to the date of preliminary approval); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for Defendant in California during the PAGA Period (January 28, 2021 to the date of the court order granting preliminary approval of the Settlement) ("Aggrieved Employees").

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

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

The above estimates are based on Defendant's records showing that **you worked ___ Class Workweeks** during the Class Period and **you worked ___ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to 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 requires Class Members and Aggrieved Employees 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/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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 Participate in the Settlement	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 Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is —	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

1	Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	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 Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
2	Written Objections Must be Submitted by	
3	—	
4	You Can Participate in the ___ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
5	You Can Challenge the Calculation of Your Pay Period / Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Pay Periods and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
6	Written Challenges Must be Submitted by	
7	—	

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former employees of Defendant. The Actions accuse Defendant of failure to pay overtime, pay minimum wages, provide meal periods, provide rest periods, provide compliant wage statements and maintain records, timely pay wages during employment, timely pay wages upon termination, reimburse necessary business expenses, and related violations of the Labor Code. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 26S98, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Andrew Hillier and Francis DiGiacco of Hillier DiGiacco LLP (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contend it complied with all applicable laws. Defendant has entered into the Settlement solely for purpose of resolving this dispute.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

1 So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the
2 merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an
3 effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather
4 than continuing the expensive and time-consuming process of litigation. The negotiations were
5 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to
6 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement,
7 Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final
8 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
9 agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

16 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

17 1. Defendant will Pay \$495,000.00 as the Gross Settlement Amount (Gross
18 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by
19 the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
20 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,
21 Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be
22 paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the
23 Court grants Final Approval, Defendant will fund the Gross Settlement Amount by transmitting
24 the funds to the Administrator by no later than ninety (90) days after the Judgment entered by
25 the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a
26 later date if Participating Class Members object to the proposed Settlement or the Judgment is
27 appealed.

28 2. Court Approved Deductions from Gross Settlement. At the Final Approval
Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions
from the Gross Settlement, the amounts of which will be decided by the Court at the Final
Approval Hearing:

A. Up to \$165,000.00 (33.33% of the Gross Settlement) to Class Counsel for
attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have
worked and incurred expenses on the Action without payment.

B. Up to 10,000.00 to Class Representative Ana Maria Avalos Herrera and up
to \$5,000.00 to Class Representative Franco Perez as Class Representative Awards for filing the
Action, working with Class Counsel, and representing the Class. Class Representative Awards
will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and
any Individual PAGA Payment.

1 C. Up to \$10,000 to the Administrator for services administering the
2 Settlement.

3 D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA
4 Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their
PAGA Period Pay Periods.

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

7 3. Net Settlement Distributed to Class Members. After making the above deductions
8 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
9 Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class
Members based on their Class Period workweeks.

10 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking
11 the Court to approve an allocation of 75% of each Individual Class Payment to interest and
12 penalties (Non-Wage Portion) and 25% to taxable wages (Wage Portion). The Wage Portion is
13 subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments
are counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
1099 Forms.

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

17 5. Need to Promptly Cash Payment Checks. The front of every check issued for
18 Individual Class Payments and Individual PAGA Payments will show the date when the check
19 expires (the void date). If you don't cash it by the void date, your check will be automatically
cancelled, and the monies will be distributed to the California State Bar's Justice Gap Fund.

20 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
21 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
22 Administrator in writing, not later than ___, that you wish to opt-out. The easiest way to notify
23 the Administrator is to send a written and signed Request for Exclusion by the ___ Response
Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
24 representative setting forth a Class Member's name, present address, telephone number, and a
simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,
25 Non-Participating Class Members) will not receive Individual Class Payments, but will preserve
their rights to personally pursue wage and hour claims against Defendant.

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

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

3 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
4 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
5 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
6 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
7 pay any money and Class Members will not release any claims against Defendant.

8 8. Administrator. The Court has appointed a neutral company, Apex Class Action
9 LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class
10 Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges
11 over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks
12 necessary to administer the Settlement. The Administrator's contact information is contained in
13 Section 9 of this Notice.

14 9. Participating Class Members' Release. After the Judgment is final and Defendant
15 has fully funded the Gross Settlement, Participating Class Members will be legally barred from
16 asserting any of the claims released under the Settlement. This means that unless you opted out
17 by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be
18 part of any other lawsuit against Defendant or related entities for interest and penalties based on
19 the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action
20 and resolved by this Settlement.

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

22 All Participating Class Members, on behalf of themselves and their respective former and
23 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
24 release Released Parties from (i) all claims that were alleged, or reasonably could have
25 been alleged, based on the Class Period facts stated in the Operative Complaints and
26 ascertained in the course of the Action, including, but not limited, e.g., any and all claims
27 based on: Violation of California Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime),
28 Violation of California Code §§ 1182.12, 1194, 1197, and 1197.1 (Unpaid Minimum
Wages), Violation of California Labor Code §§ 226.7, 512, and 512(a) (Failure to Provide
Meal Periods), Violation of California Labor Code § 226.7 (Failure to Provide Rest
Periods), Violation of California Labor Code §§ 226, 226(a), 1174(d), and 1198 (Non-
Compliant Wage Statements and Failure to Maintain Records), Violation of California
Labor Code § 204 (Wages Not Timely Paid During Employment), Violation of California
Labor Code §§ 201, 202, and 203 (Wages Not Timely Paid Upon Termination), Violation
of California Labor Code § 2802 (Unreimbursed Business Expenses), Civil Penalties for
Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et. seq., and Violation
of California Business & Professions Code §§ 17200, et seq. (Unlawful Business
Practices). Except as set forth in Section 6.3 of this Agreement, 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

1 insurance, disability, social security, workers' compensation, or claims based on facts
2 occurring outside the Class Period.

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

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

12 All Aggrieved Employees, including Non-Participating Class Members who are
13 Aggrieved Employees, are deemed to release, on behalf of themselves and their respective
14 former and present representatives, agents, attorneys, heirs, administrators, successors,
15 and assigns, the Released Parties from all claims for PAGA penalties that were alleged,
16 or reasonably could have been alleged, based on the PAGA Period facts stated in the
17 Operative Complaints and the PAGA Notices and ascertained in the course of the Action,
18 including but not limited to claims for civil penalties for violations of Labor Code §§ 510,
19 1198, 1182.12, 1194, 1197, 1197.1, 226.7, 512, 226(a), 1174(d), 201, 202, 203, 204, 226,
20 2802, 2698, violations of the California Business & Professions Code § 17200, and
21 applicable Wage Orders of the Industrial Welfare Commission.

22 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

23 1. Individual Class Payments. The Administrator will calculate Individual Class
24 Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
25 by all Participating Class Members, and (b) multiplying the result by the number of Workweeks
26 worked by each individual Participating Class Member.

27 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
28 Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all
Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods
worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Class Workweeks you worked during the
Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as
recorded in Defendant's records, are stated in the first page of this Notice. You have until ____ to
challenge the number of Class Workweeks and/or PAGA Pay Periods credited to you. You can
submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.
Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The
Administrator will accept Defendant's calculation of Class Workweeks and/or PAGA Pay Periods

1 based on Defendant's records as accurate unless you send copies of records containing contrary
2 information. You should send copies rather than originals because the documents will not be
3 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based
4 on your submission and on input from Class Counsel (who will advocate on behalf of
Participating Class Members) and Defendant's Counsel. The Administrator's decision is final.
You can't appeal or otherwise challenge its final decision.

5 **5. HOW WILL I GET PAID?**

6
7 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
8 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
including those who also qualify as Aggrieved Employees. The single check will combine the
Individual Class Payment and the Individual PAGA Payment.

9
10 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
11 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
Settlement (i.e., every Non-Participating Class Member).

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

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

16 Submit a written and signed letter with your name, present address, telephone number,
17 and a simple statement that you do not want to participate in the Settlement. The Administrator
18 will exclude you based on any writing communicating your request be excluded. Be sure to
19 personally sign your request, identify the Action as *Franco Perez v. Container Supply Co., Inc.*
20 *et al.* Case Number 30-2022-01243344-CU-OE-CXC; and include your identifying information
(full name, address, telephone number, approximate dates of employment, and social security
21 number for verification purposes). You must make the request yourself. If someone else makes
the request for you, it will not be valid. **The Administrator must be sent your request to be**
excluded by ___, or it will be invalid. Section 9 of the Notice has the Administrator's contact
information.

22 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

23
24 Only Participating Class Members have the right to object to the Settlement. Before deciding
25 whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to
26 approve. At least sixteen (16) days before the ___ Final Approval Hearing, Class Counsel and/or
27 Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the
reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and
Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation

1 expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award.
2 Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice)
3 will send you copies of these documents at no cost to you. You can also view them on the
Administrator's Website ([url](#)) or the Court's website ([url](#)).

4 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
5 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
6 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
7 Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to
8 the Administrator is ____.** Be sure to tell the Administrator what you object to, why you object,
9 and any facts that support your objection. Make sure you identify the Action, *Franco Perez v.*
Container Supply Co., Inc. et al. Case Number 30-2022-01243344-CU-OE-CXC, and include
10 your name, current address, telephone number, and approximate dates of employment for
11 Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact
12 information.

13 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
14 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
15 to tell the Court what you object to, why you object, and any facts that support your objection.
16 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
17 Hearing.

18 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

19 You can, but don't have to, attend the Final Approval Hearing on ____ at (time) in Department
20 CX-105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana,
21 CA, 92701. At the Hearing, the judge will decide whether to grant Final Approval of the
22 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and
23 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
24 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
25 or virtually via ____ ([https://www. ____](https://www.____)). Check the Court's website for the most current
26 information.

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

1 **9. HOW CAN I GET MORE INFORMATION?**

2 The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the
3 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
4 Settlement documents is to go to (specify entity)'s website at ([url](#)). You can also telephone or send
5 an email to Class Counsel or the Administrator using the contact information listed below, or
6 consult the Superior Court website by going to ([http://www. ____](http://www.____.aspx).aspx) and entering the Case
7 Number for the Action, Case No. 30-2022-01243344-CU-OE-CXC. You can also make an

1 appointment to personally review court documents in the Clerk's Office at Orange County
2 Superior Courthouse by calling _____.

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

5 Class Counsel:

6 Name of Attorney: Andrew Hillier
Francis DiGiacco
7 Email Address: andrew@hdlawllp.com
frankie@hdlawllp.com
8 Name of Firm: Hillier DiGiacco LLP
9 Mailing Address: 600 W. Broadway, Suite 700
San Diego, CA 92101

10 Telephone: (619) 330-5120

11 Administrator:

12 Name of Company: Apex Class Action LLC
13 Email Address: info@apexclassaction.com
14 Mailing Address: 18 Technology Drive, Suite 164 Irvine, CA 92618
Telephone: 1-800-355-0700

15 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

16
17 If you lose or misplace your settlement check before cashing it, the Administrator will replace it
18 as long as you request a replacement before the void date on the face of the original check. If
your check is already void, you will have no way to recover the money.

19 **11. WHAT IF I CHANGE MY ADDRESS?**

20
21 To receive your check, you should immediately notify the Administrator if you move or otherwise
22 change your mailing address.
23
24
25
26
27
28

Exhibit 2

1 **AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This AMENDMENT ("Amendment") to the Class Action and PAGA Settlement
3 Agreement is made and entered into by and between Franco Perez ("Plaintiff Perez") and Ana
4 Maria Avalos Herrera ("Plaintiff Herrera") (collectively, "Plaintiffs") and defendant Container
5 Supply Company, Inc. ("Defendant"). The Agreement refers to Plaintiffs and Defendant
6 collectively as "Parties," or individually as "Party."

7 **RECITALS**

8 WHEREAS, on January 28, 2022, Plaintiff Perez commenced a class action and PAGA
9 lawsuit against Defendant captioned *Franco Perez v. Container Supply Co. Inc., et al.*, Case No.
10 30-2022-01243344-CU-OE-CXC;

11 WHEREAS, on January 9, 2023, Plaintiff Herrera filed a class action complaint against
12 Defendant captioned *Ana Maria Avalos Herrera v. Container Supply Co., Inc., et al.*, Case No.
13 30-2023-01300857-CU-OE-CXC ; and subsequently filed a PAGA complaint on March 16,
14 2023, captioned *Ana Maria Avalos Herrera v. Container Supply Co., Inc., et al.*, Case No. 30-
15 2023-01312800-CU-OE-CXC , which were subsequently related to the Perez matter on June 13,
16 2023 (collectively, the "Actions");

17 WHEREAS, following mediation and extensive settlement negotiations, the Parties
18 executed a long-form Class Action and PAGA Settlement Agreement in February 2025 (the
19 "Agreement"), resolving the Actions for a Gross Settlement Amount of \$495,000.00;

20 WHEREAS, Plaintiffs filed a Motion for Preliminary Approval of Class Action
21 Settlement, which came before the Superior Court of the State of California, County of Orange,
22 Department CX103;

23 WHEREAS, the Parties desire to amend the Agreement to conform to the Court's
24 directives without altering the Gross Settlement Amount or the material benefits provided to the
25 Class;

26 NOW, THEREFORE, in consideration of the mutual covenants and promises set forth
27 herein, the Parties agree to amend the Agreement and the Class Notice as follows:

28 **AMENDMENTS TO THE AGREEMENT**

1 1. Paragraph 1.15 of the Settlement Agreement is hereby amended to read in its
2 entirety as follows:

3 "Class Period" means the period from January 28, 2018 to December 31, 2025.

4 2. Paragraph 1.36 of the Settlement Agreement is hereby amended to read in its
5 entirety as follows:

1 “PAGA Period” means the period from January 28, 2021 to December 31, 2025.

2 3. Paragraph 1.38 of the Settlement Agreement is hereby amended to read in its
3 entirety as follows:

4 “PAGA Notice” means Plaintiff Perez’s January 28, 2022 letter to the LWDA and
5 Plaintiff Herrera’s January 9, 2023 letter to the LWDA.

6 4. Paragraph 1.48 of the Settlement Agreement is hereby amended to read in its
7 entirety as follows:

8 “Released Parties” means Defendant Container Supply Company, Inc., Container
9 Supply Co., Inc. MFG. of Metal & Plastic Containers, and each of their respective former,
10 present and future owners, parents, and subsidiaries, and all of their current, former and
11 future representatives, affiliates, officers, directors, members, managers, employees,
12 partners, shareholders, joint venturers, agents, predecessors, successors, and assigns.

13 5. Paragraph 6.2 of the Settlement Agreement is hereby amended to read in its
14 entirety as follows:

15 Release by Participating Class Members: All Participating Class Members, on
16 behalf of themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i)
18 all claims that were alleged, or reasonably could have been alleged, based on the Class
19 Period facts stated in the Operative Complaints, including but not limited to any and all
20 claims based on: Violation of California Labor Code §§ 510, 1194, and 1198 (Unpaid
21 Overtime), Violation of California Code §§ 1182.12, 1194, 1197, and 1197.1 (Unpaid
22 Minimum Wages), Violation of California Labor Code §§ 226.7, 512, and 512(a) (Failure
23 to Provide Meal Periods), Violation of California Labor Code § 226.7 (Failure to Provide
24 Rest Periods), Violation of California Labor Code §§ 226, 226(a), 1174(d) and 1198
25 (Non-Compliant Wage Statements and Failure to Maintain Records), Violation of
26 California Labor Code § 204 (Wages Not Timely Paid During Employment), Violation of
27 California Labor Code §§ 201, 202, and 203 (Wages Not Timely Paid Upon Termination),
28

Violation of California Labor Code § 2802 (Unreimbursed Business Expenses), and Violation of California Business & Professions Code §§ 17200, et seq. (Unlawful Business Practices). Except as set forth in Section 6.3 of this Agreement, 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.

6. Paragraph 6.3 of the Settlement Agreement is hereby amended to read in its entirety as follows:

Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints and the PAGA Notice, including but not limited to claims for civil penalties for violations of Labor Code §§ 510, 1198, 1182.12, 1194, 1197, 1197.1, 226.7, 512, 226(a), 1174(d), 201, 202, 203, 204, 226, 2802, 2698, violations of the California Business & Professions Code § 17200, and applicable Wage Orders of the Industrial Welfare Commission.

7. Paragraph 8.5.1 of the Settlement Agreement is hereby amended to read in its entirety as follows:

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator the attached Opt-Out Form completed and signed not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). The Opt-Out Form from a Class Member or his/her representative reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's

name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely sent by the Response Deadline.

8. Paragraph 8.5.2. of the Settlement Agreement is hereby amended to read in its entirety as follows:

8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination regarding the validity or authenticity of a Request for Exclusion shall be preliminary and not final. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Parties shall file with the Court all disputes and requests for exclusion submitted, including the evidence submitted and the Administrator's initial decision, for the Court's review and final determination.

9. Paragraph 8.6. of the Settlement Agreement is hereby amended to read in its entirety as follows:

8.6. Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks and/or PAGA Pay Periods shall be

1 preliminary and not final. The Administrator shall promptly provide copies of all
2 challenges to calculation of Class Workweeks and/or PAGA Pay Periods to Defense
3 Counsel and Class Counsel and the Administrator's determination of the challenges. The
4 Parties shall file with the Court all disputes and challenges submitted, including the
5 evidence submitted and the Administrator's initial decision, for the Court's review and
6 final determination.

7 10. Paragraph 8.8.4. of the Settlement Agreement is hereby amended to read in its
8 entirety as follows:

9 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the
10 authority to address and make initial determinations consistent with the terms of this
11 Agreement on all Class Member challenges over the calculation of Class Workweeks
12 and/or PAGA Pay Periods. The Administrator's decision shall be preliminary and not
13 final. The Parties shall file with the Court all disputes and challenges submitted, including
14 the evidence submitted and the Administrator's initial decision, for the Court's review and
15 final determination.

16 11. Paragraph 9 of the Settlement Agreement is hereby amended to read in its entirety
17 as follows:

18 **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**

19 Based on its records, Defendant estimates that, during the Class Period between January
20 28, 2018 and December 31, 2025, there will have been 28,070 Class Workweeks worked
21 by 247 Class Members.

22 If as of the end of the Class Period the actual number of Class Workweeks is more than
23 10% larger than the estimated number of 28,070 Class Workweeks (i.e., 30,877 or more
24 Class Workweeks), then the Gross Settlement Amount shall increase proportionally by
25 \$17.63 for each additional Class Workweek over 30,877 Class Workweeks.

26
27 **AMENDMENTS TO THE CLASS NOTICE**

28

12. The title of the Class Notice shall be amended to be "Class Action and PAGA Settlement".

13. The Class Notice shall be amended to define the PAGA Period as January 28, 2021 to December 31, 2025.

14. Section 1 of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former employees of Defendant. The Actions accuse Defendant of failure to pay overtime, pay minimum wages, provide meal periods, provide rest periods, provide compliant wage statements and maintain records, timely pay wages during employment, timely pay wages upon termination, reimburse necessary business expenses, and related violations of the Labor Code. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 26S98, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Andrew Hillier and Francis DiGiacco of Hillier DiGiacco LLP ("Class Counsel.")

Defendant denies violating any laws or failing to pay any wages and contend it complied with all applicable laws. Defendant has entered into the Settlement solely for purpose of resolving this dispute.

15. Section 3(2) of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

2. Requested Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

16. Section 3(2)A of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

A. Up to \$165,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment. Class Counsel has an agreement to split attorneys' fees in this case. Class Counsel will receive the following portions of the attorneys' fees approved by the Court:

- **Hillier DiGiacco LLP (52%):** Substituted in as counsel for Plaintiff Perez, served as Lead Class Counsel through the conclusion of the litigation, negotiated the settlement, and prepared and filed all motions for settlement approval.
- **Lavi and Ebrahimian, LLP (20%):** Conducted the initial investigation for Plaintiff Herrera and filed the *Herrera* class action complaint.

- 1 • **Lawyers for Employees and Consumer Rights APC (20%):** Conducted initial
2 research regarding the Defendant and PAGA history, vetted Plaintiff Perez, and referred
3 the *Perez* matter.
- 4 • **Finkelstein and Krinsk LLP (8%):** Filed the initial *Perez* complaint and handled
5 the early stages of that litigation before substituting out.

6 17. Section 3(2)(D) of the Class Action and PAGA Settlement Notice is hereby
7 amended read in its entirety as follows:

8 D. Up to \$10,000.00 for PAGA Penalties, allocated 75% (\$7,500.00) to the LWDA
9 PAGA Payment and 25% (\$2,500.00) in Individual PAGA Payments to the Aggrieved
10 Employees based on their PAGA Period Pay Periods.

11 18. Section 3(5) of the Class Action and PAGA Settlement Notice is hereby amended
12 read in its entirety as follows:

13 5. Need to Promptly Cash Payment Checks. The front of every check issued for
14 Individual Class Payments and Individual PAGA Payments will show the date when the
15 check expires (the void date). The void date will occur one hundred and eighty (180) days
16 after the date issued. If you don't cash it by the void date, your check will be automatically
17 cancelled, and the monies will be distributed to the California State Bar's Justice Gap Fund.

18 19. Section 3(9) of the Class Action and PAGA Settlement Notice is hereby amended
19 read in its entirety as follows:

20 9. Participating Class Members' Release. After the Judgment is final and Defendant has
21 fully funded the Gross Settlement, Participating Class Members will be legally barred
22 from asserting any of the claims released under the Settlement. This means that unless
23 you opted out by validly excluding yourself from the Class Settlement, you cannot sue,
24 continue to sue, or be part of any other lawsuit against Defendant or related entities for
25 interest and penalties based on the Class Period facts and PAGA penalties based on PAGA
26 Period facts, as alleged in the Action and resolved by this Settlement.

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

28 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 (i) all claims that were alleged, or reasonably could have
 been alleged, based on the Class Period facts stated in the Operative Complaints, including
 but not limited to any and all claims based on: Violation of California Labor Code §§ 510,
 1194, and 1198 (Unpaid Overtime), Violation of California Code §§ 1182.12, 1194, 1197,
 and 1197.1 (Unpaid Minimum Wages), Violation of California Labor Code §§ 226.7, 512,
 and 512(a) (Failure to Provide Meal Periods), Violation of California Labor Code § 226.7
 (Failure to Provide Rest Periods), Violation of California Labor Code §§ 226, 226(a),
 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Records),

Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment), Violation of California Labor Code §§ 201, 202, and 203 (Wages Not Timely Paid Upon Termination), Violation of California Labor Code § 2802 (Unreimbursed Business Expenses), Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et. seq., and Violation of California Business & Professions Code §§ 17200, et seq. (Unlawful Business Practices). Except as set forth in Section 6.3 of this Agreement, 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.

20. Section 3(10) of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

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

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

All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints and the PAGA Notices, including but not limited to claims for civil penalties for violations of Labor Code §§ 510, 1198, 1182.12, 1194, 1197, 1197.1, 226.7, 512, 226(a), 1174(d), 201, 202, 203, 204, 226, 2802, 2698, violations of the California Business & Professions Code § 17200, and applicable Wage Orders of the Industrial Welfare Commission.

21. Section 4(3) of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ____ to challenge the number of Class Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is preliminary and not final. The Parties will file with the Court all disputes, including the evidence you submitted and the Administrator's initial decision, for the Court's review and final determination.

22. Section 8 of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

8. THE FINAL APPROVAL HEARING AND FINAL JUDGMENT

You can, but don't have to, attend the Final Approval Hearing on ____ at (time) in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA, 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via ____ ([https://www. ____](https://www.____)). Check the Court's website for the most current information.

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

The Administrator shall post the Final Judgment on the dedicated settlement website ([url](#)) for a period of 60 days following entry of Judgment.

23. The Opt-out notification and instructions on page 3 of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

If you do not want to fully participate in the proposed Settlement, you may opt out of the Class Settlement by sending the enclosed Opt-Out Form to the Administrator. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

24. The Objection notice and instructions on page 4 of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You may object to any aspect of the Class Settlement by sending the enclosed Objection Form to the Administrator. 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 Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

25. Section 3(6) of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you send the enclosed Election to Opt-Out Form to the Administrator, not later than ____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

26. Section 6 of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

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

Submit the enclosed Election to Opt-Out Form to the Administrator if you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Franco Perez v. Container Supply Co., Inc. et al.* Case Number 30-2022-01243344-CU-OE-CXC; and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for

verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by ___, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

27. Section 7 paragraph 2 of the Class Action and PAGA Settlement Notice is hereby amended read in its entirety as follows:

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is ___.** To object to any aspect send the enclosed Objection Form to the Administrator. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Franco Perez v. Container Supply Co., Inc. et al.* Case Number 30-2022-01243344-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

28. The Parties hereby amend the Class Action and PAGA Settlement Notice to include a Opt-out Form and a Notice Of Objection to Class Action Settlement Form to be sent by the Administrator with the Class Action and PAGA Settlement Notice. The Forms in their entirety as **Exhibit A**.

Dated: 03 / 13 / 2026

By:



FRANCO PEREZ

Dated: 03 / 13 / 2026

By:

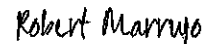


ANA MARIA AVALOS HERRERA

Dated: 3/13/2026

By:

DocuSigned by:



ROBERT MARRUJO for Container Supply Co., Inc.

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Dated: 03 / 13 / 2026

HILLIER DIGIACCO LLP

By:



ANDREW HILLIER and FRANCIS
DIGIACCO, Attorneys for Plaintiff,
Franco Perez, Ana Maria Avalos
Herrera, and all others similarly
situated

MARTIN LAW FIRM, PC

Dated: 3/13/2026

By:

Signed by:



DAVID L. MARTIN and MATTHEW
C. MCDONALD, Attorneys for
Defendant, Container Supply Co., Inc.

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EXHIBIT A

OPT-OUT FORM

Franco Perez v. Container Supply Co., Inc. et al.
Superior Court Of California, County of Orange
Case Number 30-2022-01243344-CU-OE-CXC

This is NOT a Claim Form. It EXCLUDES you from this Class Action.
DO NOT use this form if you wish to remain IN this Class Action.

Name of Class Member: _____

Address: _____
Street City State Postal Code

Telephone: _____
Area Code/Phone No. (Ext. if applicable)

I understand that by opting out of this Class Action, I will not be eligible to receive any money that may result from any trial or settlement of this lawsuit, if there is one. I do not wish to receive compensation under the terms of any judgment or settlement or to otherwise participate in this Class Action. I further understand that by opting out, all personal representatives, spouses and relatives who on account of a personal relationship to me might assert a derivative claim for money will be deemed to have opted out as well.

If you wish to opt out of this Class Action, please check the box below.

☐ By checking this box, I affirm that I wish to be excluded from this Class Action.

Date Signed Signature of Class Member or Executor, Administrator or Personal Representative

This form must be postmarked to the Administrator NO LATER THAN ____, at the addresses below, or else you will lose your right to opt out.

Administrator
Apex Class Action LLC
info@apexclassaction.com
18 Technology Drive, Suite 164 Irvine, CA 92618

Exhibit 3

**SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

This SECOND AMENDMENT (“Second Amendment”) to the Class Action and PAGA Settlement Agreement is made and entered into by and between plaintiffs Franco Perez (“Plaintiff Perez”) and Ana Maria Avalos Herrera (“Plaintiff Herrera”) (collectively, “Plaintiffs”) and defendant Container Supply Company, Inc. (“Defendant”). Plaintiffs and Defendant are referred to collectively as the “Parties.” Capitalized terms used but not defined in this Second Amendment have the meanings given to them in the Class Action and PAGA Settlement Agreement, as previously amended.

RECITALS

WHEREAS, on January 28, 2022, Plaintiff Perez commenced a class action and PAGA lawsuit against Defendant captioned Franco Perez v. Container Supply Co., Inc., et al., Case No. 30-2022-01243344-CU-OE-CXC;

WHEREAS, on January 9, 2023, Plaintiff Herrera filed a class action complaint against Defendant captioned Ana Maria Avalos Herrera v. Container Supply Co., Inc., et al., Case No. 30-2023-01300857-CU-OE-CXC, and on March 16, 2023 filed a PAGA complaint captioned Ana Maria Avalos Herrera v. Container Supply Co., Inc., et al., Case No. 30-2023-01312800-CU-OE-CXC, both of which were related to the Perez matter on June 13, 2023 (collectively, the “Actions”);

WHEREAS, following mediation and settlement negotiations, the Parties executed a long-form Class Action and PAGA Settlement Agreement in February 2025 (the “Agreement”), resolving the Actions for a Gross Settlement Amount of \$495,000.00;

WHEREAS, the Parties executed a First Amendment to the Agreement on March 13, 2026;

WHEREAS, on March 30, 2026, the Court issued a Minute Order directing, among other things, that the Settlement provide for any unclaimed funds to be sent to the State’s unclaimed property fund in the name of the Class Member and/or Aggrieved Employee, and directing conforming revisions to the Class Notice and accompanying forms;

WHEREAS, the Parties desire to amend the Agreement and the Class Notice to conform to the Court’s directives, without altering the Gross Settlement Amount or the material benefits provided to the Class;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. Paragraph 4.4.3 of the Settlement Agreement is hereby amended to read in its entirety as follows:

4.4.3. 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 the California State Controller's Office, Unclaimed Property Fund, in the name of the Class Member and/or Aggrieved Employee. None of the Gross Settlement Amount shall revert to Defendant.

AMENDMENTS TO THE CLASS NOTICE AND FORMS

2. Title and references. The title of the Class Notice is amended to read "COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT," and each reference to the "Settlement" throughout the Class Notice shall refer to the "Class Action and PAGA Settlement."
3. Section 2. In the second paragraph of Section 2 of the Class Notice, the word "strongly" is deleted from the phrase "Plaintiffs and Class Counsel strongly believe," such that the phrase reads "Plaintiffs and Class Counsel believe."
4. Section 3(2) heading. The heading of Section 3(2) of the Class Notice is amended to read "Requested Deductions from Gross Settlement."
5. Section 3(5) — disposition of uncashed checks. The final sentence of Section 3(5) of the Class Notice is amended to read: "If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California State Controller's Office, Unclaimed Property Fund, in your name."
6. Section 8 — heading and final-judgment posting. The heading of Section 8 of the Class Notice is corrected to read "THE FINAL APPROVAL HEARING AND FINAL JUDGMENT." The period during which the Administrator shall post the Final Judgment

on the dedicated settlement website is amended from sixty (60) days to one hundred eighty (180) days following entry of Judgment.

7. Removal of facsimile option. The Administrator does not maintain a facsimile (fax) number. Accordingly, each reference in the Class Notice and the accompanying forms to submission or communication by facsimile is deleted, and the methods by which Class Members may submit forms and communicate with the Administrator are email and United States Mail. In addition, Paragraph 8.6 of the Settlement Agreement is amended to delete the reference to facsimile, such that a Class Member may challenge the allocation of Class Workweeks and/or PAGA Pay Periods by communicating with the Administrator by email or United States Mail, and any remaining reference to facsimile in the Settlement Agreement is likewise deleted.
8. Opt-Out Form. The Opt-Out Form is amended as follows: (a) the paragraph beginning “I understand that by opting out...” is amended to read: “I understand that by opting out of the Class Settlement, I will not receive an Individual Class Payment and I will not release my Class Period wage-and-hour claims against Defendant. I understand that I cannot opt out of the PAGA portion of the Settlement.”; (b) the sentence “I further understand that by opting out, all personal representatives, spouses and relatives who on account of a personal relationship to me might assert a derivative claim for money will be deemed to have opted out as well.” is deleted in its entirety; and (c) the submission instruction is amended to read: “This form must be emailed or mailed to the Administrator so that it is received NO LATER THAN ____, or you will lose your right to opt out.”
9. Notice of Objection. The submission instruction on the Notice of Objection is conformed to permit submission by email or mail so that the form is received by the applicable deadline, consistent with Paragraph 7 above.
10. Conforming documents. The revised Class Notice, Opt-Out Form, and Notice of Objection, incorporating the foregoing amendments, are attached hereto as **Exhibit 1** and supersede the corresponding documents previously filed.

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GENERAL PROVISIONS

11. No other changes. Except as expressly amended by this Second Amendment and by the First Amendment, the Agreement remains in full force and effect in accordance with its terms. Nothing in this Second Amendment alters the Gross Settlement Amount or the material benefits provided to the Class and Aggrieved Employees.
12. Counterparts; electronic signatures. This Second Amendment may be executed in one or more counterparts, including by facsimile or electronic signature (e.g., DocuSign), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates set forth below.

Dated: _____ By:

FRANCO PEREZ

Dated: _____ By:

ANA MARIA AVALOS HERRERA

Dated: _____ By:

ROBERT E. MARRUJO for Container Supply
Company, Inc.

HILLIER DIGIACCO LLP

Dated: 6/30/2026 By:



Andrew E. Hillier,
Attorneys for Plaintiffs Franco Perez and
Ana Maria Avalos Herrera, and all others
similarly situated

MARTIN LAW FIRM, PC

Dated: _____ By:

DAVID L. MARTIN and MATTHEW C.
MCDONALD, Attorneys for Defendant,
Container Supply Company, Inc.

GENERAL PROVISIONS

11. No other changes. Except as expressly amended by this Second Amendment and by the First Amendment, the Agreement remains in full force and effect in accordance with its terms. Nothing in this Second Amendment alters the Gross Settlement Amount or the material benefits provided to the Class and Aggrieved Employees.
12. Counterparts; electronic signatures. This Second Amendment may be executed in one or more counterparts, including by facsimile or electronic signature (e.g., DocuSign), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates set forth below.

Dated 06 / 30 / 2026 By:



FRANCO PEREZ

Dated 07 / 01 / 2026 By:



ANA MARIA AVALOS HERRERA

Dated: 07/03/2026 By:

DocuSigned by:


ROBERT E. MARRUJO for Container Supply Company, Inc.

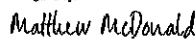
HILLIER DIGIACCO LLP

Dated: _____ By:

Andrew E. Hillier,
Attorneys for Plaintiffs Franco Perez and Ana Maria Avalos Herrera, and all others similarly situated

MARTIN LAW FIRM, PC

Dated: 07/03/2026 By:

Signed by:


DAVID L. MARTIN and MATTHEW C. MCDONALD, Attorneys for Defendant, Container Supply Company, Inc.

Exhibit 4

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

Franco Perez v. Container Supply Co., Inc., et al., Case No. 30-2022-01243344-CU-OE-CXC;
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Case No. 30-2023-01300857-CU-OE-CXC; and
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Case No. 30-2023-01312800-CU-OE-CXC

(collectively, the “Actions”)

Hon. David A. Hoffer, Dept. CX103

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

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

You may be eligible to receive money from an employee class action and PAGA lawsuit (“Action”) against Container Supply Company, Inc. (“Defendant”) for alleged wage and hour violations. The Actions were filed by Defendant’s employees Franco Perez and Ana Maria Avalos Herrera (“Plaintiffs”) and seek payment of (1) back wages, interest, and penalties for a class of non-exempt employees (“Class Members”) who worked for Defendant in California during the Class Period (January 28, 2018 to December 31, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Defendant in California during the PAGA Period (January 28, 2021 to December 31, 2025) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that you worked ___ Class Workweeks during the Class Period and you worked ___ PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to 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 requires Class Members and Aggrieved Employees 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/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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 CLASS ACTION
AND PAGA SETTLEMENT**

You Don’t Have to Do Anything to Participate in the Settlement	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 Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____	If you do not want to fully participate in the proposed Settlement, you may opt out of the Class Settlement by sending the enclosed Opt-Out Form to the Administrator. 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 Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by ____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You may object to any aspect of the Class Settlement by sending the enclosed Notice of Objection (“Objection Form”) to the Administrator. 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 Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [] at 1:30 p.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by ____	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former employees of Defendant. The Actions accuse Defendant of failure to pay overtime, pay minimum wages, provide meal periods, provide rest periods, provide compliant wage statements and maintain records, timely pay wages during employment, timely pay wages upon termination, reimburse necessary business expenses, and related violations of the Labor Code. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Andrew Hillier and Francis DiGiacco of Hillier DiGiacco LLP ("Class Counsel").

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendant has entered into the Settlement solely for purpose of resolving this dispute.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

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

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

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

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED CLASS ACTION AND PAGA SETTLEMENT?

1. Defendant will Pay \$495,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount by transmitting the funds to the Administrator by no later than ninety (90) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Requested Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$165,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment. Class Counsel has an agreement to split attorneys’ fees in this case. Class Counsel will receive the following portions of the attorneys’ fees approved by the Court:

- Hillier DiGiacco LLP (52%): Substituted in as counsel for Plaintiff Perez, served as Lead Class Counsel through the conclusion of the litigation, negotiated the settlement, and prepared and filed all motions for settlement approval.
- Lavi and Ebrahimi, LLP (20%): Conducted the initial investigation for Plaintiff Herrera and filed the Herrera class action complaint.
- Lawyers for Employees and Consumer Rights APC (20%): Conducted initial research regarding the Defendant and PAGA history, vetted Plaintiff Perez, and referred the Perez matter.

- Finkelstein and Krinsk LLP (8%): Filed the initial Perez complaint and handled the early stages of that litigation before substituting out.

B. Up to \$10,000.00 to Class Representative Ana Maria Avalos Herrera and up to \$5,000.00 to Class Representative Franco Perez as Class Representative Awards for filing the Action, working with Class Counsel, and representing the Class. Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to \$10,000 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 for PAGA Penalties, allocated 75% (\$7,500.00) to the LWDA PAGA Payment and 25% (\$2,500) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 75% of each Individual Class Payment to interest and penalties (Non-Wage Portion) and 25% to taxable wages (Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). The void date will occur one hundred eighty (180) days after the date issued. If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California State Controller's Office, Unclaimed Property Fund, in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you send the enclosed Opt-Out Form to the Administrator, not later than ____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number,

and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for interest and penalties based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaints, including but not limited to any and all claims based on: Violation of California Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime), Violation of California Code §§ 1182.12, 1194, 1197, and 1197.1 (Unpaid Minimum Wages), Violation of California Labor Code §§ 226.7, 512, and 512(a) (Failure to Provide Meal Periods), Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods), Violation of California Labor Code §§ 226, 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Records), Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment), Violation of California Labor Code §§ 201, 202, and 203 (Wages Not Timely Paid Upon Termination), Violation of California Labor Code § 2802 (Unreimbursed Business Expenses), Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et. seq., and Violation of California Business & Professions Code §§ 17200, et seq. (Unlawful Business Practices). Except as set forth in

Section 6.3 of this Agreement, 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.

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

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

All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, 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 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints and the PAGA Notice, including but not limited to claims for civil penalties for violations of Labor Code §§ 510, 1198, 1182.12, 1194, 1197, 1197.1, 226.7, 512, 226(a), 1174(d), 201, 202, 203, 204, 226, 2802, 2698, violations of the California Business & Professions Code § 17200, and applicable Wage Orders of the Industrial Welfare Commission.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. **Workweek Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ____ to challenge the number of Class Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing

contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is preliminary and not final. The Parties will file with the Court all disputes, including the evidence you submitted and the Administrator's initial decision, for the Court's review and final determination.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit the enclosed Opt-Out Form to the Administrator if you do not want to participate in the Settlement. The Administrator will exclude you based on any writing that reasonably communicates your request to be excluded. Be sure to sign your request and identify the Action as *Franco Perez v. Container Supply Co., Inc. et al.*, Case Number 30-2022-01243344-CU-OE-CXC, and include your name, address, and telephone number or email address. A Class Member or his or her representative may submit the request. Your request must be sent to the Administrator no later than ____, or it will not be valid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) days before the ____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class

Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is _____. To object to any aspect send the enclosed Notice of Objection ("Objection Form") to the Administrator. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, Franco Perez v. Container Supply Co., Inc. et al. Case Number 30-2022-01243344-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. THE FINAL APPROVAL HEARING AND FINAL JUDGMENT

You can, but don't have to, attend the Final Approval Hearing on _____ at 1:30 p.m. in Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA, 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via the Court's remote appearance platform. Check the Court's website for the most current information.

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

The Administrator shall post the Final Judgment on the dedicated settlement website for a period of 180 days following entry of Judgment.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website: _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (www.occourts.org) and entering the Case Number for the Action, Case No. 30-2022-01243344-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at Orange County Superior Courthouse by contacting the Clerk's Office.

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

Class Counsel:

Name of Attorney: Andrew Hillier; Francis DiGiacco

Email Address: andrew@hdlawllp.com; frankie@hdlawllp.com

Name of Firm: Hillier DiGiacco LLP

Mailing Address: 600 W. Broadway, Suite 700, San Diego, CA 92101

Telephone: (619) 330-5120

Administrator:

Name of Company: Apex Class Action LLC

Email Address: support@apexclassaction.com

Mailing Address: PO Box 54668, Irvine, CA 92619

Telephone: 1-800-355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, the Administrator cannot reissue it; however, the funds represented by the check will be transmitted to the California State Controller's Office, Unclaimed Property Fund, in your name, and you may claim them from the State Controller.

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit 5

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

Franco Perez v. Container Supply Co., Inc., et al., Case No. 30-2022-01243344-CU-OE-CXC;
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Case No. 30-2023-01300857-CU-OE-CXC; and
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Case No. 30-2023-01312800-CU-OE-CXC

(collectively, the "Actions")

Hon. David A. Hoffer, Dept. CX103

OPT-OUT FORM

**This is NOT a Claim Form. It EXCLUDES you from this Class Action.
DO NOT use this form if you wish to remain IN this Class Action.**

Name of Class Member: _____

Address: _____

Street City State Postal Code

Telephone: _____

Area Code/Phone No. (Ext. if applicable)

I understand that by opting out of the Class Settlement, I will not receive an Individual Class Payment and I will not release my Class Period wage-and-hour claims against Defendant. I understand that I cannot opt out of the PAGA portion of the Settlement.

If you wish to opt out of this Class Action, please check the box below.

☐ By checking this box, I affirm that I wish to be excluded from this Class Action.

Date Signed

Signature of Class Member or Executor, Administrator or Personal Representative

This form must be emailed or mailed to the Administrator, and sent no later than _____, or else you will lose your right to opt out.

Administrator

Apex Class Action LLC

support@apexclassaction.com

PO Box 54668, Irvine, CA 92619

Exhibit 6

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

Franco Perez v. Container Supply Co., Inc., et al., Case No. 30-2022-01243344-CU-OE-CXC;
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Case No. 30-2023-01300857-CU-OE-CXC; and
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Case No. 30-2023-01312800-CU-OE-CXC

(collectively, the "Actions")

Hon. David A. Hoffer, Dept. CX103

NOTICE OF OBJECTION TO CLASS ACTION AND PAGA SETTLEMENT

INSTRUCTIONS

**IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE
ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.**

You have a right to object to the Settlement, or any of its terms. In order to object, you must not have submitted a Request for Exclusion Form. If you choose to object, you must complete this form and email or mail the signed form to the Administrator so that it is sent no later than _____, at:

Apex Class Action LLC
support@apexclassaction.com
PO Box 54668, Irvine, CA 92619

Name of Class Member: _____

Address: _____

Street City State Postal Code
Telephone: _____

Area Code/Phone No. (Ext. if applicable)

Dates of employment with company: _____

**DO YOU INTEND TO APPEAR AT THE FINAL APPROVAL HEARING?
(CIRCLE: YES / NO)**

Describe the basis of your objection in the space provided below. You may enclose additional pages.

I HEREBY CONFIRM THAT I WANT TO OBJECT TO THE SETTLEMENT FOR THE REASONS STATED HEREIN.

Franco Perez v. Container Supply Co., Inc. — Notice of Objection to Class Action and PAGA Settlement

Exhibit 7

CERTIFICATION OF TRANSLATION ACCURACY

THE UNDERSIGNED *LESLIE ESCAMILLA* HEREBY CERTIFIES THAT THE BELOW-MENTIONED DOCUMENT(S) HAVE BEEN TRANSLATED BY AN EXPERIENCED AND QUALIFIED TRANSLATOR AND THAT, IN OUR BEST JUDGMENT, THE TRANSLATED TEXT TRULY REFLECTS THE CONTENT, MEANING, AND STYLE OF THE ORIGINAL TEXT AND, IN EVERY RESPECT, CONTRIBUTES TO A CORRECT AND TRUE TRANSLATION OF THE ORIGINAL DOCUMENT.

THIS IS TO CERTIFY THE CORRECTNESS OF THE TRANSLATION ONLY. WE DO NOT GUARANTEE THAT THE ORIGINAL IS A GENUINE DOCUMENT OR THAT THE STATEMENTS CONTAINED IN THE ORIGINAL DOCUMENT ARE TRUE.

A COPY OF THE TRANSLATION IS ATTACHED TO THIS CERTIFICATION.

PEREZ – CLASS NOTICE FINAL
PEREZ – CLASS NOTICE FINAL – SP
PEREZ – CLASS NOTICE FINAL PACKET
PEREZ –OPT-OUT FORM FINAL – SP
PEREZ –NOTICE OF OBJECTION FINAL - SP

DATE: JULY 2, 2026

Leslie Escamilla

Leslie Escamilla, Translator

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE ORANGE**

*Franco Perez v. Container Supply Co., Inc., et al., Número de Caso 30-2022-01243344-CU-OE-CXC;
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01300857-
CU-OE-CXC; y*

*Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01312800-
CU-OE-CXC*

(colectivamente, las "Demandas")

Hon. David A. Hoffer, Dept. CX103

AVISO APROBADO POR EL TRIBUNAL SOBRE EL ACUERDO DE DEMANDA COLECTIVA Y DE PAGA

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo con atención!

No se trata de correo basura, spam, publicidad ni solicitud de un abogado. No le están demandando.

Es posible que usted sea elegible para recibir dinero de una demanda colectiva de empleados y de PAGA ("Demanda") contra Container Supply Company, Inc. ("Demandado") por presuntas violaciones de salarios y horas. Las Demandas fueron presentadas por los empleados del Demandado Franco Pérez y Ana Maria Avalos Herrera ("Demandantes") y solicita el pago de (1) salarios atrasados, intereses y multas por un clase de empleados no exentos ("Miembros de la Clase") que trabajaron para el Demandado en California durante el Período de Clase (del 28 de enero de 2018 al 31 de diciembre de 2025); y (2) sanciones bajo la Ley General de Abogados Privados de California ("PAGA") para todos los empleados no exentos que trabajaron para el Demandado en California durante el Período de PAGA (del 28 de enero de 2021 al 31 de diciembre de 2025) ("Empleados Afectados").

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que exige al Demandado financiar los Pagos Individuales de Clase, y (2) un Acuerdo de PAGA que exige al Demandado financiar los Pagos Individuales de PAGA y las sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA").

Según los registros del Demandado y las suposiciones actuales de las Partes, **se estima que su Pago Individual de Clase será de \$___ (menos retención) y que su Pago Individual de PAGA será \$___**. Es probable que la cantidad real que reciba varíe y dependa de varios factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, según los registros del Demandado, usted no tiene derecho a dicho pago en virtud del Acuerdo, ya que no trabajó durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran que **usted trabajó ___ Semanas laborales de Clase** durante el Período de Clase y **___ Períodos de Pago de PAGA** durante el Período de PAGA. Si considera que trabajó más Semanas laborales o Períodos de Pago de los indicados durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto junto con este Aviso. El Tribunal aún no ha decidido si concede la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no. Lea este Aviso detenidamente. Se considerará que usted lo ha leído y comprendido detenidamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará a los Demandantes y a sus abogados ("Abogados de la Clase"). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar pagos en virtud del Acuerdo y que exija a los Miembros de la Clase y a los Empleados Afectados que renuncien a su derecho a presentar ciertas reclamaciones contra el Demandado.

Si usted trabajó para el Demandado durante el Período de Clase y/o el Período de PAGA, tiene dos opciones básicas según el Acuerdo:

(1) **No haga nada.** No es necesario que haga nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de Clase y/o para un pago de PAGA. Sin embargo, como Miembro de Clase Participante, cederá su derecho a presentar reclamaciones salariales del Período de Clase y sanciones del Período de PAGA contra el Demandado.

(2) **Exclusión del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (optar por no participar) presentando una Solicitud de Exclusión o notificándose por escrito al Administrador. Si decide no participar en el Acuerdo, no recibirá un Pago Individual de Clase. Sin embargo, usted conservará su derecho a presentar reclamaciones salariales por el Período de Clase contra el Demandado y, si usted es un Empleado Afectado, seguirá teniendo derecho a un Pago Individual de PAGA. No puede excluirse de la parte de PAGA del Acuerdo.

El Demandado no tomará represalias contra usted por ninguna acción que usted emprenda respecto del Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO DE DEMANDA COLECTIVA Y DE PAGA

No tiene que hacer nada para participar en el Acuerdo.	Si no hace nada, será un Miembro de Clase Participante, con derecho a un Pago Individual de Clase y a un pago de PAGA (si corresponde). A cambio, usted renunciará a su derecho a presentar reclamaciones salariales contra el Demandado que estén cubiertas por este Acuerdo (Reclamaciones Liberadas).
Puede excluirse del Acuerdo Colectivo, pero no del Acuerdo de PAGA. La fecha límite para optar por no participar es el 	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por no participar en el Acuerdo Colectivo enviando al Administrador el Formulario de Exclusión adjunto. Una vez excluido, será Miembro de Clase Participante y ya no podrá optar al Pago Individual de Clase. Los Miembros de Clase No Participantes no podrán oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso. No puede excluirse de la parte de PAGA del Acuerdo. El Demandado deberá realizar los Pagos Individuales de PAGA a todos los Empleados Afectados y estos deberán renunciar a su derecho a presentar Reclamaciones Liberadas (definidas más adelante).

Los Miembros de Clase Participantes pueden oponerse al Acuerdo Colectivo, pero no al Acuerdo de PAGA. Las objeciones por escrito deben presentarse a más tardar el ____.	Todos los Miembros de la Clase que no se excluyan ("Miembros de Clase Participantes") pueden oponerse a cualquier aspecto del Acuerdo propuesto. Puede oponerse a cualquier aspecto del Acuerdo Colectivo mediante el envío del Aviso de Objeción adjunto ("Formulario de Objeción"). La decisión del Tribunal sobre si finalmente aprueba el Acuerdo incluirá la determinación de cuánto se pagará a los Abogados de la Clase y a los Demandantes que interpusieron las Demandas en nombre de la Clase. Usted no es personalmente responsable de ninguno de los pagos realizados a los Abogados de la Clase ni a los Demandantes, pero cada dólar que se les pague reduce la cantidad total pagada a los Miembros de Clase Participantes. Puede oponerse a las cantidades solicitadas si considera que son irrazonables. Consulte la Sección 7 de este Aviso.
Usted puede participar en la Audiencia de Aprobación Final del ____.	La Audiencia de Aprobación Final está programada para el _____. Esta audiencia está programada para el _____ a la 1:30 p.m. No es necesario que asista, pero tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre, a su propio costo), en persona, por teléfono o mediante la plataforma de comparecencia virtual. Los Miembros de Clase Participantes podrán oponerse verbalmente al Acuerdo durante dicha audiencia. Véase la Sección 8 de este Aviso.
Puede impugnar el cálculo de su(s) Período(s) de Pago. Las impugnaciones por escrito deben presentarse antes del ____.	Puede impugnar el cálculo de sus Semanas laborales/Períodos de Pago. El monto de su Pago Individual de Clase y de su Pago de PAGA (si corresponde) depende de cuántas Semanas Laborales trabajó al menos un día durante el Período de Clase y cuántos Períodos de Pago trabajó al menos un día durante el Período de PAGA. El número de Semanas laborales de Clase y el Períodos de Pago de PAGA que usted trabajó según los registros del Demandado se indica en la primera página de este Aviso. Si no está de acuerdo con alguno de estos números, debe impugnarlo a más tardar el _____. Véase la Sección 4 de este Aviso.

1. ¿DE QUÉ TRATAN LAS DEMANDAS?

Los Demandantes son exempleados del Demandado. Las Demandas acusan al Demandado de no pagar horas extras, no pagar el salario mínimo, no proporcionar períodos de comida, no proporcionar períodos de descanso, no proporcionar recibos de nómina que cumplan con la normativa y no mantener registros, no pagar los salarios a tiempo durante el empleo, no pagar los salarios a tiempo al finalizar la relación laboral, no reembolsar los gastos comerciales necesarios y otras infracciones relacionadas con el Código Laboral. Basándose en las mismas alegaciones, los Demandantes también han presentado una demanda por sanciones civiles en virtud de la Ley General de Abogados Privados de California (Código Laboral §§ 2698 y siguientes) ("PAGA"). Los Demandantes están representados por los abogados Andrew Hillier y Francis DiGiacco de Hillier DiGiacco LLP ("Abogados de la Clase").

El Demandado niega haber violado ninguna ley o haber dejado de pagar ningún salario y sostiene que cumplió con todas las leyes aplicables. El Demandado ha suscrito el Acuerdo únicamente con el propósito de resolver esta disputa.

2. ¿QUÉ SIGNIFICA QUE LAS DEMANDAS SE HAYAN RESUELTO?

Hasta el momento, el Tribunal no ha determinado si el Demandado o el Demandante tiene razón en el fondo del asunto. Mientras tanto, los Demandantes y el Demandado contrataron a un mediador neutral y con experiencia en un intento por resolver el litigio mediante la negociación de un acuerdo para poner fin al caso (conciliar) en lugar de continuar con el costoso y prolongado proceso de litigio. Las negociaciones fueron un éxito: al firmar un extenso acuerdo de conciliación por escrito ("Acuerdo") y acordar solicitar conjuntamente al Tribunal que dicte sentencia para poner fin a la Demanda y hacer cumplir el Acuerdo, los Demandantes y el Demandado han negociado una propuesta de conciliación sujeta a la aprobación final del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto es una solución de compromiso para las reclamaciones en disputa. Al conciliar, el Demandado no admite ninguna infracción ni reconoce la validez de ninguna de las reclamaciones.

Los Demandantes y los Abogados de la Clase creen que el Acuerdo es un buen trato para usted porque: (1) el Demandado ha accedido a pagar una cantidad justa, razonable y adecuada, considerando la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuo; y (2) el Acuerdo es en el mejor interés de los Miembros de la Clase y de los Empleados Afectados. El Tribunal aprobó preliminarmente el Acuerdo propuesto por considerarlo justo, razonable y adecuado, autorizó el presente Aviso y programó una audiencia para determinar su aprobación final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO EN LA DEMANDA COLECTIVA Y DE PAGA?

1. El Demandado pagará \$495,000.00 como Monto Bruto del Acuerdo (Acuerdo Bruto). El Demandado ha accedido a depositar este monto en una cuenta controlada por el Administrador del -Acuerdo. El Administrador utilizará el Acuerdo Bruto para efectuar los Pagos Individuales de Clase, los Pagos Individuales de PAGA, el Pago por Servicio del Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"). Suponiendo que el Tribunal otorgue la Aprobación Final, el Demandado financiará el Monto Bruto del Acuerdo transfiriendo los fondos al Administrador a más tardar noventa (90) días después de que la Sentencia dictada por el Tribunal sea firme. La Sentencia será definitiva en la fecha en que el Tribunal la emita o en una fecha posterior si los Miembros de Clase Participantes se oponen al Acuerdo propuesto o si se apela la Sentencia.

2. Deducciones solicitadas del Acuerdo Bruto. En la Audiencia de Aprobación Final, los Demandantes y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos montos serán decididos en esta audiencia:

A. Hasta \$165,000.00 (33.33% del Acuerdo Bruto) para los Abogados de la Clase, en concepto de honorarios, y hasta \$20,000.00 para sus gastos de litigio. Hasta la fecha, han trabajado e incurrido en gastos relacionados con la Demanda sin recibir remuneración alguna. Los

Abogados de la Clase han llegado a un acuerdo para repartir los honorarios en este caso. Además, recibirán las siguientes porciones de los honorarios aprobados por el Tribunal:

- Hillier DiGiacco LLP (52%): Sustituyó a Pérez como abogado del Demandante, actuó como Abogado Principal de la Clase hasta la conclusión del litigio, negoció el acuerdo y preparó y presentó todas las mociones para su aprobación.
- Lavi and Ebrahimián, LLP (20%): Llevó a cabo la investigación inicial para el Demandante Herrera y presentó la demanda colectiva de Herrera.
- Lawyers for Employees and Consumer Rights APC (20%): Realizó una investigación inicial sobre el Demandado y el historial de PAGA, examinó al Demandante Pérez y remitió el caso de Pérez.
- Finkelstein and Krinsk LLP (8%): Presentó la denuncia inicial de Pérez y gestionó las primeras etapas del litigio antes de retirarse.

B. Hasta 10,000.00 para la Representante de la Clase, Ana María Avalos Herrera, y hasta \$5,000.00 para el Representante de la Clase Franco Pérez como Compensaciones de Representante de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. Las Compensaciones para los Representantes de la Clase serán el único pago que recibirán, aparte del Pago Individual de Clase y de cualquier Pago Individual de PAGA.

C. Hasta \$10,000.00 para el Administrador por los servicios prestados en la gestión del Acuerdo.

D. Hasta \$10,000.00 para Sanciones PAGA, asignados: el 75% (\$7,500.00) al Pago de PAGA de LWDA y el 25% (\$2,500.00) a Pagos Individuales de PAGA a los Empleados Afectados, según sus Períodos de Pago de PAGA.

Los Miembros de Clase Participantes tienen derecho a oponerse a cualquiera de estas deducciones, y el Tribunal tendrá en cuenta todas las objeciones.

3. Acuerdo Neto distribuido a los Miembros de la Clase. Tras realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el "Acuerdo Neto") mediante Pagos Individuales de Clase a los Miembros de Clase Participantes en función de sus semanas laborales durante el Período de Clase.

4. Impuestos adeudados sobre los pagos a los Miembros de la Clase. Los Demandantes y el Demandado solicitan al Tribunal que apruebe una asignación del 75% de cada Pago Individual de Clase a intereses y sanciones (Parte No Salarial) y del 25% a salarios impositivos (Parte Salarial). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. Los Pagos Individuales de PAGA se consideran sanciones en lugar de salarios a efectos fiscales. El Administrador informará sobre los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de Clase en los formularios 1099 del IRS.

Aunque los Demandantes y el Demandado han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus pagos son gravables ni cuánto podría deber en impuestos. Usted es responsable del pago de todos los impuestos (incluidas las sanciones y los intereses por impuestos atrasados) sobre cualquier pago recibido en virtud del Acuerdo propuesto. Si tiene alguna pregunta sobre las consecuencias fiscales, debe consultar con un asesor fiscal.

5. Es necesario cobrar los cheques de pago con prontitud. En el frente de cada cheque emitido para Pagos Individuales de Clase y de PAGA se mostrará la fecha de vencimiento. La fecha de vencimiento ocurrirá ciento ochenta (180) días después de la fecha de emisión. Si no lo cobra antes de la fecha de vencimiento, su cheque será cancelado automáticamente y el dinero se transferirá a la Oficina del Contralor del Estado de California, Fondo de Propiedad No Reclamada, a su nombre.

6. Solicitudes de Exclusión del Acuerdo Colectivo. Se le considerará un Miembro de Clase Participante, participando plenamente en el Acuerdo Colectivo, a menos que envíe el Formulario de Elección de Exclusión adjunto, a más tardar el ____ indicando que desea excluirse. La forma más sencilla de notificar al Administrador es enviando dicha Solicitud por escrito y firmada antes de la Fecha Límite de Respuesta del _____. La solicitud deberá ser una carta de un Miembro de la Clase o de su representante, en la que consten el nombre, la dirección actual, el número de teléfono del Miembro de la Clase y una simple declaración en la que se manifieste su deseo de ser excluido del Acuerdo. Los Miembros Excluidos de la Clase (es decir, los Miembros de Clase No Participantes) no recibirán Pagos Individuales de Clase, pero conservarán su derecho a presentar personalmente reclamaciones salariales y de horas contra el Demandado.

No puede optar por no participar en la parte de PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo Colectivo (Miembros de Clase No Participantes) seguirán teniendo derecho a los Pagos Individuales de PAGA y deberán renunciar a su derecho a presentar reclamaciones de PAGA contra el Demandado basadas en los hechos del Período de PAGA alegados en la Demanda.

7. El Acuerdo propuesto quedará sin efecto si el Tribunal deniega su aprobación definitiva. Es posible que el Tribunal se niegue a otorgar la aprobación definitiva del Acuerdo o a dictar Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. Los Demandantes y el Demandado han acordado que, en cualquier caso, el Acuerdo será nulo: el Demandado no pagará ninguna cantidad de dinero y los Miembros de la Clase no renunciarán a ninguna reclamación contra el Demandado.

8. Administrador. El Tribunal ha designado a una empresa neutral, Apex Class Action LLC (el "Administrador"), para que envíe este Aviso, calcule y realice los pagos y tramite las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá sobre las Impugnaciones de los Miembros de la Clase, enviará y reenviará por correo los cheques de liquidación y los formularios fiscales y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.

9. Liberación de los Miembros de Clase Participantes. Una vez que la Sentencia sea firme y el Demandado haya abonado la totalidad del Acuerdo Bruto, los Miembros de Clase Participantes no podrán, por ley, hacer valer ninguna de las reclamaciones liberadas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por no participar excluyéndose válidamente del Acuerdo Colectivo, no podrá demandar, continuar demandando ni formar parte de ninguna otra demanda contra el Demandado o entidades relacionadas por intereses y sanciones basados en los hechos del Período de Clase y sanciones PAGA basados en los hechos del Período de PAGA, como se alega en la Demanda y se resuelve mediante este Acuerdo.

Los Miembros de Clase Participantes estarán sujetos a la siguiente liberación:

Todos los Miembros de Clase Participantes, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, anteriores y actuales, liberan a las Partes Exoneradas de (i) todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, con base en los hechos del Período de Clase establecidos en las Denuncias Operativas, incluyendo, entre otras, todas y cada una de las reclamaciones basadas en: Violación de los artículos 510, 1194 y 1198 del Código Laboral de California (Horas Extras No Pagadas), Violación de los artículos 1182.12, 1194, 1197 y 1197.1 del Código Laboral de California (Salarios Mínimos No Pagados), Violación de los artículos 226.7, 512 y 512(a) del Código Laboral de California (Falta de Provisión de Períodos de Comida), Violación del artículo 226.7 del Código Laboral de California (Falta de Provisión de Períodos de Descanso), Violación del Código Laboral de California §§ 226, 226(a), 1174(d) y 1198 (Declaraciones de salarios que no cumplen con la normativa y falta de mantenimiento de registros), Violación del Código Laboral de California § 204 (Salarios no pagados a tiempo durante el empleo), Violación del Código Laboral de California §§ 201, 202 y 203 (Salarios no pagados a tiempo al finalizar el contrato), Violación del Código Laboral de California § 2802 (Gastos comerciales no reembolsados), Sanciones civiles por violaciones del Código Laboral de California, de conformidad con PAGA, §§ 2698 y siguientes, y Violación del Código de Negocios y Profesiones de California §§ 17200 y siguientes (Prácticas comerciales ilícitas). Salvo lo dispuesto en la Sección 6.3 de este Acuerdo, los Miembros de Clase Participantes no liberan ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo Justo y Vivienda, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamaciones basadas en hechos ocurridos fuera del Período de Clase.

10. Liberación de PAGA de los Empleados Afectados. Una vez que el fallo del Tribunal sea definitivo, todos los Empleados Afectados no podrán presentar reclamaciones de PAGA contra el Demandado, independientemente de si se excluyen o no del Acuerdo. Esto significa que todos los Empleados Afectados, incluidos aquellos que son Miembros de Clase Participantes y aquellos que optan por no participar en el Acuerdo Colectivo, no pueden demandar, continuar demandando ni participar en ninguna otra reclamación de PAGA contra el Demandado o sus entidades relacionadas con base en los hechos del Período de PAGA alegados en la Demanda y resueltos por este Acuerdo.

Las liberaciones de los Empleados Afectados, tanto para los Miembros Participantes como para los No Participantes de Clase, son las siguientes:

Todos los Empleados Afectados, incluidos los Miembros de Clase No Participantes que son Empleados Afectados, se consideran que liberan, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, pasados y presentes, a las Partes Exoneradas de todas las reclamaciones por sanciones PAGA que se alegaron, o que razonablemente podrían haberse alegado, con base en los hechos del Período de PAGA establecidos en las Denuncias Operativas y el Aviso de PAGA, incluidas, entre otras, las reclamaciones por sanciones civiles por violaciones de los artículos 510, 1198, 1182.12, 1194, 1197, 1197.1, 226.7, 512, 226(a), 1174(d), 201, 202, 203, 204, 226, 2802, 2698 del Código Laboral, violaciones del Código de Negocios y Profesiones de California. 17200 y las Órdenes Salariales aplicables de la Comisión de Bienestar Industrial.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participantes, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro de Clase Participante.

2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$2,500.00 entre el número total de Períodos de Pago de PAGA trabajados por todos los Empleados Afectados y (b) multiplicando el resultado por el número de Períodos de Pago de PAGA trabajados por cada Empleado Afectado.

3. Impugnaciones de Semana laboral. El número de Semanas Laborales de la Clase que usted trabajó durante el Período de Clase y el de Períodos de Pago de PAGA que usted trabajó durante el Período de PAGA, según consta en los registros del Demandado, se indican en la primera página de este Aviso. Tiene hasta el ____ para impugnar el número asignado. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal o electrónico. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Para respaldar su impugnación, debe enviar copias de sus talones de pago u otros documentos que la respalden. El Administrador aceptará como exacto el cálculo del Demandado basado en sus registros, a menos que usted envíe copias de los registros que contengan información contraria. Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones con base en su presentación y en la información proporcionada por los Abogados de la Clase (quienes abogarán en nombre de los Miembros de Clase Participantes) y por el abogado del Demandado. La decisión del Administrador es preliminar y no definitiva. Las Partes presentarán ante el Tribunal todas las impugnaciones, incluidas las pruebas que usted presentó y la decisión inicial del Administrador, para que el Tribunal las revise y determine en su versión final.

5. ¿CÓMO RECIBIRÉ MI PAGO?

1. Miembros de Clase Participantes. El Administrador enviará, por correo postal, un cheque único a cada Miembro de Clase Participante (es decir, a cada Miembro de la Clase que no opte por no participar), incluidos aquellos que también califiquen como Empleados Afectados. El cheque único combinará el Pago Individual de Clase y el de PAGA.

2. Miembros de Clase No Participantes. El Administrador enviará, por correo postal, un único cheque de Pago Individual de PAGA a cada Empleado Afectado que opte por no participar en el Acuerdo Colectivo (es decir, a cada Miembro de Clase No Participante).

Su cheque se enviará a la misma dirección que figura en este Aviso. Pero, si cambia de domicilio, asegúrese de notificar lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO?

Si no desea participar en el Acuerdo, envíe el Formulario de Exclusión adjunto. El Administrador lo excluirá en función de cualquier escrito que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud e identificar la Demanda como “*Franco Perez v. Container Supply Co., Inc. et al.*,” Número de caso 30-2022-01243344-CU-OE-CXC; e incluya su nombre, dirección, número de teléfono o correo electrónico. Un Miembro de la Clase o su representante puede también realizar la solicitud. **Debe enviar su solicitud de exclusión al Administrador a más tardar el ____, de lo contrario, no será válida.** La sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO Oponerse al Acuerdo?

Únicamente los Miembros de Clase Participantes tienen derecho a oponerse. Antes de decidir si presenta una objeción, es posible que desee ver qué solicitan los Demandantes y el Demandado al Tribunal para que este apruebe. Al menos dieciséis (16) días antes de la Audiencia de Aprobación Final, los Abogados de la Clase y/o los Demandantes presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Compensación por Servicio que indique (i) la cantidad que los Abogados de la Clase solicita para honorarios y gastos de litigio; y (ii) la cantidad que los Demandantes solicitan como Compensación por Servicio como Representantes de la Clase. Si lo solicita razonablemente, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede verlos en el sitio web del Administrador ([url](#)).

Un Miembro de Clase Participante que no esté de acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Final y/o la de Honorarios, Gastos de Litigio y Compensación por Servicios puede objetar, por ejemplo, que el Acuerdo propuesto es injusto o que las cantidades solicitadas son irrazonables. **La fecha límite para presentar objeciones por escrito al Administrador es el ____.** Para objetar cualquier aspecto, envíe el Aviso de Objeción adjunto (“Formulario de Objeción”). Asegúrese de indicarle al Administrador a qué se opone, por qué y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda con el título de “*Franco Perez v. Container Supply Co., Inc. et al.*,” número de caso 30-2022-01243344-CU-OE-CXC, e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para el Demandado y firmela. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro de Clase Participante puede presentar una objeción (o contratar personalmente a un abogado para que la presente a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicarle al Tribunal a qué se opone, por qué y cualesquiera hechos que respalden su objeción. Consulte la Sección 8 de este Aviso (más abajo) para obtener detalles específicos sobre esta audiencia.

8. LA AUDIENCIA DE APROBACIÓN FINAL Y SENTENCIA FINAL

Puede, pero no tiene que asistir a la Audiencia de Aprobación Final el ____ a la 1:30 p.m., en el Departamento CX103 del Tribunal Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. En la Audiencia, el juez decidirá si otorga la Aprobación Final y qué parte del Acuerdo Bruto se pagará a los Abogados de la Clase, a los Demandantes y al Administrador. El Tribunal solicitará comentarios de los objetores, de los Abogados de la Clase y de los abogados de la Defensa antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para que asista), ya sea de forma presencial o a través de la plataforma de comparecencia virtual del Tribunal. Consulte el sitio web del Tribunal para obtener la información más reciente, ya que es posible que re programe esta audiencia. Debe consultar el sitio web del Administrador, [____](#) con anticipación, o comunicarse con los Abogados de la Clase para verificar la fecha y la hora de la Audiencia de Aprobación Final.

El Administrador publicará la Sentencia Firme en el sitio web designado ([url](#)) durante 180 días a partir de la fecha de emisión de la Sentencia.

9. ¿CÓMO OBTENER MÁS INFORMACIÓN?

El Acuerdo detalla todo lo que el Demandado y los Demandantes se han comprometido a hacer en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento es visitar el sitio web del Administrador en ([url](#)). También puede llamar o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto indicada a continuación, o consultar el sitio web del Tribunal Superior (www.occourts.org) e ingresar el número de caso de la Demanda: 30-2022-01243344-CU-OE-CXC. También puede concertar una cita para revisar personalmente los documentos judiciales en la Oficina del Secretario del Tribunal Superior del Condado de Orange.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase: Nombre de los abogados: Andrew Hillier; Francisco DiGiacco Correo electrónico: andrew@hdlawllp.com ; frankie@hdlawllp.com Nombre de la firma: Hillier DiGiacco LLP Dirección: 600 W. Broadway, Suite 700, San Diego, CA 92101 Teléfono: (619) 330-5120	Administrador: Nombre de la empresa: Apex Class Action LLC Correo electrónico: support@apexclassaction.com Dirección postal: PO Box 54668, Irvine, CA 92619 Teléfono: 1-800-355-0700
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10. ¿QUÉ PASA SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque antes de cobrarlo, el Administrador lo reemplazará siempre que lo solicite antes de la fecha de vencimiento indicada en el cheque original. Si su cheque ya es nulo, el Administrador no podrá reemplazarlo; sin embargo, los fondos representados serán enviados a la Oficina de Propiedad No Reclamada del Controlador del Estado de California a su nombre, y usted podrá reclamar su cheque ante el Controlador.

11. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador si se muda o cambia su dirección por cualquier otro motivo.

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE ORANGE**

Franco Perez v. Container Supply Co., Inc., et al., Número de Caso 30-2022-01243344-CU-OE-CXC;
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01300857-
CU-OE-CXC; y
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01312800-
CU-OE-CXC
(colectivamente, las "Demandas")
Hon. David A. Hoffer, Dept. CX103

**AVISO DE OBJECCIÓN AL ACUERDO DE DEMANDA COLECTIVA Y DE PAGA
INSTRUCCIONES**

SI DESEA OPONERSE AL ACUERDO DESCRITO EN EL AVISO ADJUNTO, POR FAVOR, COMPLETE ESTE FORMULARIO.

Usted tiene derecho a oponerse al Acuerdo o a cualquiera de sus términos. Para presentar una objeción, no debe haber presentado un formulario de Solicitud de Exclusión. Si decide presentar una objeción, deberá completar este formulario y enviarlo firmado antes del XX a:

Apex Class Action LLC
support@apexclassaction.com
PO Box 54668, Irvine, CA 92619

Nombre del Miembro de la Clase: _____

Dirección: _____

Calle

Ciudad

Estado

Código Postal

Teléfono: _____

Código de área/Número de teléfono (Extensión si corresponde)

Fechas de empleo con la compañía: _____

¿PRETENDE COMPARECER EN LA AUDIENCIA DE APROBACIÓN FINAL?

(MARQUE CON UN CÍRCULO: SÍ / NO)

Describa el fundamento de su objeción en el espacio provisto a continuación. Puede adjuntar páginas adicionales.

POR LA PRESENTE CONFIRMO QUE DESEO OPONERME AL ACUERDO POR LAS RAZONES EXPUESTAS EN EL PRESENTE DOCUMENTO.

FECHA: _____

FIRMA: _____

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE ORANGE**

Franco Perez v. Container Supply Co., Inc., et al., Número de Caso 30-2022-01243344-CU-OE-CXC;
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01300857-
CU-OE-CXC; y

Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01312800-
CU-OE-CXC

(colectivamente, las "Demandas")
Hon. David A. Hoffer, Dept. CX103

FORMULARIO DE EXCLUSIÓN

**Esto NO es un Formulario de Reclamación. Esto le excluye de esta Demanda Colectiva.
NO utilice este formulario si desea PERMANECER en esta Demanda Colectiva.**

Nombre del Miembro de la Clase: _____

Dirección: _____

Calle

Ciudad

Estado

Código Postal

Teléfono: _____

Código de área/Número de teléfono (Extensión si corresponde)

Entiendo que, al optar por no participar en el Acuerdo Colectivo, no recibiré un Pago Individual de Clase ni liberaré mis reclamaciones salariales y por horas del Período de Clase contra el Demandado. Entiendo que no puedo optar por no participar en la parte de PAGA del Acuerdo.

Si desea excluirse de esta Demanda Colectiva, marque la casilla a continuación.

☐ Al marcar esta casilla, confirmo que deseo excluirme de esta Demanda Colectiva.

Fecha de firma

Firma del Miembro de la Clase o del ejecutor, Administrador o Representante Personal.

Este formulario debe enviarse por correo electrónico o por correo postal al Administrador, a más tardar el _____;
de lo contrario, perderá su derecho a optar por no participar.

Administrador

Apex Class Action LLC

support@apexclassaction.com

PO Box 54668, Irvine, CA 92619

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
PARA EL CONDADO DE ORANGE**

Franco Perez v. Container Supply Co., Inc., et al., Número de Caso 30-2022-01243344-CU-OE-CXC;
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CU-OE-CXC; y
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01312800-
CU-OE-CXC

(colectivamente, las "Demandas")
Hon. David A. Hoffer, Dept. CX103

FORMULARIO DE EXCLUSIÓN

**Esto NO es un Formulario de Reclamación. Esto le excluye de esta Demanda Colectiva.
NO utilice este formulario si desea PERMANECER en esta Demanda Colectiva.**

Nombre del Miembro de la Clase: _____

Dirección: _____

Calle	Ciudad	Estado	Código Postal
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Teléfono: _____

Código de área/Número de teléfono (Extensión si corresponde)

Entiendo que, al optar por no participar en el Acuerdo Colectivo, no recibiré un Pago Individual de Clase ni liberaré mis reclamaciones salariales y por horas del Período de Clase contra el Demandado. Entiendo que no puedo optar por no participar en la parte de PAGA del Acuerdo.

Si desea excluirse de esta Demanda Colectiva, marque la casilla a continuación.

☐ Al marcar esta casilla, confirmo que deseo excluirme de esta Demanda Colectiva.

Fecha de firma	Firma del Miembro de la Clase o del ejecutor, Administrador o Representante Personal.
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Este formulario debe enviarse por correo electrónico o por correo postal al Administrador, a más tardar el _____; de lo contrario, perderá su derecho a optar por no participar.

Administrador

Apex Class Action LLC
support@apexclassaction.com
PO Box 54668, Irvine, CA 92619

Franco Perez v. Container Supply Co., Inc., et al., Número de Caso 30-2022-01243344-CU-OE-CXC;
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01300857-CU-OE-CXC; y
Ana Maria Avalos Herrera v. Container Supply Co., Inc. Mfg. of Metal & Plastic Containers, et al., Número de Caso 30-2023-01312800-CU-OE-CXC
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