

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Moreno v. Pretium Packaging, L.L.C.

Case No. 8:19-cv-02500-SB-DFM

TO: All persons who worked for Pretium Packaging L.L.C. (“Defendant”) in California as an hourly paid or non-exempt employee at any time from November 26, 2015, through February 9, 2021.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit in *Moreno v. Pretium Packaging, L.L.C.*, U.S. District Court, C.D. Cal., Case No. 8:19-cv-02500-SB-DFM (the “Action”). The purpose of this Notice of Settlement (“Notice”) is to describe the case, and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning the fairness of the Settlement will be held before the Hon. Stanley Blumenfeld, Jr. on August 6, 2021 at 8:30 a.m. at the following address: U.S. Courthouse, 350 West 1st Street, Los Angeles, California 90012, Courtroom 6C, to determine whether the case should be settled. The hearing will be held remotely by Zoom in light of the COVID-19 pandemic. The webinar information to attend the hearing is posted on the Court’s website at: <https://www.cacd.uscourts.gov/honorable-stanley-blumenfeld-jr>. The date and time of the Final Fairness Hearing may change without further notice to the Class. Updated information regarding the date and time of the hearing will be posted on the case website at [\[URL\]](#).

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE, UNLESS YOU REQUEST TO BE EXCLUDED FROM THE SETTLEMENT, AS EXPLAINED BELOW.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes, the following class (the “Class”):

“All persons who worked for Defendant in California as an hourly paid or non-exempt employee at any time from November 26, 2015, through February 9, 2021, excluding any person who, by March 12, 2021, has separately released the Released Claims.”

According to the records of Defendant, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff alleges on behalf of himself and a putative class of non-exempt employees in California the following claims against Defendant: (1) failure to pay overtime wages; (2) failure to authorize and permit meal periods; (3) failure to authorize and permit rest periods; (4) failure to provide accurate itemized wage statements; (5) unfair business practices; and (6) civil penalties. The Action asserts claims for unpaid wages, statutory penalties, civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), restitution, interest, attorneys’ fees, and costs.

Defendant is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its wage and hour policies, including those regarding payment for overtime pay, meal periods, rest periods, record keeping, and pay stubs are lawful and have been lawful throughout the Class Period. Defendant also contends that Plaintiff’s claims do not meet the requirements for class certification.

This Settlement is the result of good faith, arm’s length negotiations between Plaintiff and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. The Settlement is a compromise and is not an admission of liability on the part of Defendant.

Who are the attorneys representing the Parties?

The attorneys for the Class Representatives in the Action (“Class Counsel”) are:

Justin F. Marquez
Benjamin H. Haber
Wilshire Law Firm
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 381-9988

The attorneys for Defendant are:

Jeremy M. Brenner
Jason Stavely
ARMSTRONG TEASDALE LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, MO 63105
Telephone: (314) 621.5070

Russell I. Glazer
Benjamin W. Clements
TROYGOULD PC
1801 Century Park East, 16th Fl.
Los Angeles, CA 90067
Telephone: (310) 553-4441

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$1,600,000 (the “Gross Settlement Amount”) for: (a) settlement payments to Participating Class Members; (b) the Court-approved service payment to the Class Representative; (c) the Court-approved Class Counsel’s fees and costs; (d) the costs of administering the Settlement; and (e) payments to the California Labor Workforce Development Agency for PAGA penalties.

Class Members’ Settlement Payments. After deductions from the Gross Settlement Amount for attorneys’ fees and costs, the service payments to the Class Representative, the payment to the California Labor & Workforce Development Agency, and the costs of administering the Settlement, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant will make a payment (“Settlement Payment”) to each Class Member who does not opt out of the Settlement Class (“Participating Class Members”) as follows: Participating Class Member distributions shall be divided among all Participating Class Members on a pro rata basis, based on the ratio of the number of weeks worked by each Participating Class Member during the Class Period, to the total number of weeks worked by all Participating Class Members during the Class Period. Any payments which are not cashed shall go into the pool of funds to be divided, pro rata, among all Participating Class Members who previously cashed their payments (unless the Parties agree that the remaining amount is less than \$35,000, in which case it shall be paid as a *cy pres* award to the Los Angeles Trial Lawyers’ Charities, the agreed-upon charitable organization).

For tax reporting purposes, Settlement Payments to Participating Class Members will be allocated twenty percent (20%) as wages and eighty percent (80%) as interest and penalties. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

If this Notice mailed to a Class Member is returned as undeliverable, and if the Settlement Administrator cannot locate a valid address for the Class Member with reasonable efforts, that Class Member will not be mailed a check, and the money that would have gone to that Class Member will be redistributed to the other Participating Class Members whose Notices were not returned as undeliverable (unless the total remaining amount is less than \$35,000, as explained above).

Class Counsel Attorneys’ Fees and Costs, Class Representative Service Payments, and Administrative Costs. Class Counsel will ask the Court to award attorneys’ fees up to 33-1/3% of the Gross Settlement Amount, and reasonable litigation costs not to exceed \$20,000. In addition, Class Counsel will ask the Court to authorize service payments of up to \$10,000 for the Class Representative in addition to the Class Representative’s portion of the Net Settlement Amount. The Parties estimate the cost of administering the Settlement will be \$15,000. A payment in the amount of \$37,500 will also be made to the State of California Labor & Workforce Development Agency for PAGA penalties.

Class counsel will apply in writing to the Court on or before June 3, 2021 for their requested attorneys' fees and costs. Their request shall be made available on the Settlement website within one day of its filing and upon request made to Class Counsel. You may object to the attorneys' fees and costs sought no later than **[60 days after Notice is mailed]** in accordance with this Notice.

What is my estimated Settlement Payment?

While the precise amount of your Settlement Payment is not known at this time, based on the number of weeks you worked in a class position during the Class Period, your Settlement Payment is estimated as follows:

Eligible workweeks: _____

Estimated Settlement Payment: _____

What claims are being released by the proposed Settlement?

Upon the Effective Date of the Settlement, Plaintiffs and each member of the Settlement Class shall be deemed to have fully, finally, and forever released the Releasees from all Released Claims through the Effective Date of the Settlement. "Settlement Class" shall mean all Class Members who do not timely send a signed valid Opt-Out Request that is received by the Settlement Administrator. "Releasees" shall mean Defendant and each of its past, present and/or future direct and/or indirect officers, directors, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, members, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, and/or assigns, in their personal, individual, official, and/or corporate capacities. "Released Claims," as to each member of the Settlement Class, shall mean any and all claims against Releasees that were or could have been pled based on the allegations in the Second Amended Complaint, including, but not limited to, state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all overtime hours worked, failure to authorize and permit meal periods, failure to authorize and permit rest periods, failure to furnish accurate, itemized wage statements, civil penalties under California's Private Attorneys General Act of 2004 based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders.

What are my options in this matter?

You have **two** options under this Settlement, each of which is discussed below. You may: (A) remain in the Class and receive a settlement payment; or (B) exclude yourself from the Class and from the Settlement. If you choose to remain in the Class, you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. However, Class Counsel will not represent you for purposes of making objections to the Settlement. If you remain in the Class, you will be subject to any Judgment that will be entered in this Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do not need to do anything. You will be included in the Class automatically. By remaining in the Class and receiving settlement monies, you consent to the release of claims that are asserted or could have been asserted based on the allegations of the Second Amended Complaint, including claims for wages, penalties, liquidated damages, interest, attorneys' fees, costs and equitable relief.

Any amount paid to Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Releasees, unless otherwise required by law.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must submit a signed written request to be excluded from the Settlement ("Opt-Out Request") to the Settlement Administrator. To be valid, your Opt-Out Request must be postmarked on or before **[insert 60-day exclusion deadline]**. If you do not timely submit a signed Opt-Out Request (as evidenced by the postmark), your Opt-Out Request will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described in the "What claims are being released by the proposed Settlement?" section above and all other Settlement terms. If the Opt-Out Request is sent from within the United States, it must be sent through the United States Postal Service by First-Class U.S. Mail, or the equivalent. If you timely submit a signed Opt-Out Request, you will have no further role in the Action, and for

all purposes, you will be regarded as if you never were either a party to this Action or a Class Member, and thus you will not be entitled to any payment from the Settlement and will not be entitled to or permitted to assert an objection to the Settlement.

Objecting to the Settlement: If you believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement by submitting a written objection to the Settlement Administrator at _____ . **You cannot object to the Settlement if you request exclusion from the Settlement**, as provided under Option B above.

All objections must be signed and set forth your name, address, telephone number, and the name and number of the Action: *Moreno v. Pretium Packaging, L.L.C.*, U.S. District Court, C.D. Cal., Case No. 8:19-cv-02500-SB-DFM. All objections must be postmarked no later than **[insert 60-day objection deadline]**. Your objection must clearly state the reasons why you believe the Court should find that the proposed Settlement is not in the best interest of the Settlement Class, and why you believe the Settlement should not be approved. The Settlement Administrator shall forward copies of any objections to Class Counsel and to Defendant's Counsel within three days of receipt. Class Counsel shall submit copies of any objections received to the Court in conjunction with the filing of the motion for final approval of the Settlement.

You may hire an attorney at your own expense to appear on your behalf or you may appear personally at the Final Approval Hearing if you submit a timely objection in the manner described above. Any Class Member who does not object in the manner described above shall be deemed to have waived any objections, and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service payments to the Class Representatives, and any and all other aspects of the Settlement.

Even if you submit an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Settlement is not finally approved by the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the settlement administration costs, and the service payments to the Class Representative on August 6, 2021, at 8:30 AM, in Courtroom 6C, U.S. District Court for the Central District of California, U.S. Courthouse, 350 West 1st Street, Los Angeles, California 90012. The hearing will be held remotely by Zoom in light of the COVID-19 pandemic. The webinar information to attend the hearing is posted on the Court's website at: <https://www.cacd.uscourts.gov/honorable-stanley-blumenfeld-jr>. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive a share of the Settlement.

How can I get additional information?

This Notice only summarizes the Action, the basic terms of the Settlement, and other related matters. For more information, you may review the Court's files, including the detailed Stipulation of Settlement, which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Stipulation of Settlement, may be examined at the Records Office of the Clerk of the United States District Court, located at 350 West 1st Street, Los Angeles, California 90012. You can also request a copy of the Stipulation of Settlement from Class Counsel, at the address listed above. More information and Court documents are also available on the case website, at **[URL]**.

Any questions regarding this Notice should be directed to the Settlement Administrator or to Class Counsel at the addresses listed above in this Notice. For more information you may also call the Settlement Administrator toll-free at **[NUMBER]**.

What should I do if my address changes?

If you received this Notice at an address other than the address shown on the Notice, or if your address changes, please promptly contact the Settlement Administrator toll-free at **[NUMBER]**. This will ensure that you receive further notices about this settlement, and that you receive your Settlement Payment if the settlement is approved by the Court.

PLEASE DO NOT CALL OR WRITE THE COURT OR THE ATTORNEYS FOR THE DEFENDANT ABOUT THIS NOTICE

BY ORDER OF THE U.S. DISTRICT COURT