

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al.
Superior Court of the State of California, County of Los Angeles
Case Number 21STCV39617

PLEASE READ THIS NOTICE

The above class and representative action (“Action”) was filed by Plaintiff Mariano Aguirre Jr. (“Plaintiff”) against Defendants Barry-Wehmiller Companies, Inc., Barry-Wehmiller Group, Inc., BW Packaging Systems, Inc., Barry-Wehmiller Design Group, Inc., Thiele Technologies LLC, Design Group Facility Solutions, Inc., Pneumatic Scale Angelus, LLC, Angelus Sanitary Can Machine Company, LLC, Angelus Machine Corporation, International, BW Flexible Systems, LLC, BW Integrated Systems, LLC, Accraply, LLC, Alliance Machine Systems International, LLC, Barry-Wehmiller Papersystems, Inc., The Ward Machinery Company, Paper Converting Machine Company, Synerlink, USA, Inc., AROL North America, Inc., W+D North America, Inc., Baldwin Technology Company, Inc., Baldwin Americas Corporation, Carr Biosystems, LLC (“Defendants”). In the Action, Plaintiff alleges Defendants failed to properly compensate Class Members for wages due, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to reimburse or indemnify Class Members for necessary business expenses, failed to timely pay final wages at or after termination, failed to timely pay wages during employment, failed to provide accurate itemized wage statements, failed to maintain accurate business records, failed to properly pay vacation wages, violated California Business and Professions Code sections 17200, *et. seq.*, and/or owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members under the Private Attorneys General Act, California Labor Code sections 2699, *et. seq.* (“PAGA”). Defendants deny these allegations and contends it complied with all applicable laws.

A Joint Stipulation of Class and PAGA Action Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) has been reached in the Action and preliminarily approved by the Court. You have been identified by Defendants’ records as a Class Member. Therefore, you are subject to the terms of the Settlement. Please read this notice carefully, as it may affect your legal rights.

“Class” or “Class Member(s)” means all non-exempt employees who are or previously were employed by any of the Defendants and performed work in California at any time from October 27, 2017 to March 31, 2024 (“Class Period”), or if any such person is incompetent, deceased, or unavailable due to military service, his or her legal representative or successor in interest, evidenced by reasonable verification. “PAGA Member(s)” means all non-exempt employees who are or previously were employed by any of the Defendants and performed work in California at any time from October 25, 2020 to March 31, 2024 (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and, <i>if eligible</i> , Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you should follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you <i>will not</i> receive your Individual Class Payment and you will not release the Released Class Claims against the Released Parties (defined in Section 4 below). However, even if you exclude yourself from the Settlement and you are a PAGA Member, you <i>will</i> receive your Individual PAGA Payment and release the Released PAGA Claims against the Released Parties.
Object to the Settlement	If you want to object to the Settlement but remain in the Class, <u>then you should follow the instructions in Section 7.</u> If you object, you will still be bound by the terms of the Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendants’ records reflect that you are a Class Member or PAGA Member, as defined above. This Notice provides you with information about (1) the monetary terms of the Settlement, (2) your estimated Individual Class Payment, provided you are a “Settlement Class Member” (*i.e.*, a Class Member who does not request to be excluded from the Settlement), (3) your estimated Individual PAGA Payment, provided you are a “PAGA Member,” (4) the terms of the Settlement, including the claims that are being released, (5) how to participate in, exclude yourself from, or object to the Settlement, and (6) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff Mariano Aguirre Jr. filed a Class Action Complaint against Defendants BW Packaging Systems Inc., Barry-Wehmiller Group, Inc., Barry-Wehmiller Companies, Inc., Marry-Wehmiller Design Group, Inc. Thiele Technologies LLC on October 27, 2021, which commenced the lawsuit entitled *Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al.*, Superior Court of the State of California, County of Los Angeles, Case Number 21STCV39617. Plaintiff then filed a First Amended Class and Representative Action Complaint on June 20, 2022, and a Second Amended Class and Representative Action Complaint on April 23, 2024.

The operative Second Amended Complaint alleges that Defendants: (a) failed to pay all wages due; (b) failed to provide compliant meal periods or compensation in lieu thereof; (c) failed to provide compliant rest breaks or compensation in lieu thereof; (d) failed to reimburse or indemnify necessary business expenses; (e) failed to timely pay all compensation due at or after termination or resignation; (f) failed to timely pay wages during employment; (g) failed to provide accurate itemized wage statements; (h) failed to maintain accurate business records; (i) failed to properly pay vacation wages; (j) engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*; and/or (k) owes civil penalties under PAGA.

Defendants deny any liability or wrongdoing of any kind. Defendants dispute all of Plaintiff's contentions without limitation.

The Court has not ruled on the merits of the claims alleged in the operative Second Amended Complaint. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any liability or wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Maximum Settlement Amount of \$2,000,000.00 to settle the Action. The following amounts will be paid from the Maximum Settlement Amount:

- Settlement Administration Costs not to exceed \$12,000.00, for reimbursement of the Settlement Administrator's reasonable fees and expenses;
- A Class Representative Service Award not to exceed \$7,500.00, for Plaintiff's services as Class Representative and General Release under the Settlement;
- The PAGA Settlement Amount in the amount of \$200,000.00, or \$150,000.00 to the LWDA (75%) and \$50,000.00 to PAGA Members (25%), for the payment of civil penalties under PAGA;
- A Class Counsel Costs Award not to exceed \$25,000.00 to Class Counsel, for reimbursement of the reasonable attorneys' expenses incurred to prosecute the Action; and
- A Class Counsel Fees Award not to exceed \$666,600.00 to Class Counsel, for reimbursement of the reasonable attorneys' fees incurred to prosecute the Action.

The amount remaining from the Maximum Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Settlement Class Members on a *pro rata* basis, based on their number of Qualified Workweeks. Each such payment is an "Individual Class Payment" and will be calculated as follows:

1. The Settlement Administrator, using Defendants' business records, will calculate the total Qualified Workweeks for all Settlement Class Members by (a) determining the total number of days that Class Members was employed in California in an hourly-paid, non-exempt position for Defendant from October 27, 2017 through March 31, 2024; and (b) dividing that number by seven.
2. The respective Qualified Workweeks for each Settlement Class Member will be divided by the total Qualified Workweeks for all Settlement Class Members, resulting in the Class Payment Ratio for each Settlement Class Member.
3. Each Settlement Class Member's Class Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Class Payment.

You have been credited with <<MERGED_ClassWW>> Qualified Workweeks based on Defendants' business records of your employment. Based on these Qualified Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$<<MERGED_ClassAward>>.

Individual PAGA Payment: A total of \$200,000.00 of the Maximum Settlement Amount has been allocated to the PAGA Settlement Amount. Of this amount, 75% (i.e., \$150,000.00) will be paid to California's LWDA ("LWDA Payment"), and 25% (i.e., \$50,000.00) ("Individual PAGA Payment") will be paid on a *pro rata* basis to PAGA Members. Each such payment is an "Individual PAGA Payment" and will be calculated as follows:

1. The Settlement Administrator, using Defendant's business records, will calculate the total Qualified PAGA Workweeks for all PAGA Members by (a) determining the total number of days that PAGA Members performed work in California in an hourly-paid, non-exempt position for Defendant from October 25, 2020 through March 31, 2024; and (b) dividing that number by seven.
2. The respective Qualified PAGA Workweeks for each PAGA Member will be divided by the total Qualified PAGA Workweeks for all PAGA Members, resulting in the PAGA Payment Ratio for each PAGA Member.
3. Each PAGA Member's PAGA Ratio will then be multiplied by the PAGA Member Fund to calculate each PAGA Member's Individual PAGA Payment.

You have been credited with <<MERGED_PAGAWW>> Qualified PAGA Workweeks based on Defendants' business records of your employment. Based on these Qualified PAGA Workweeks, your Individual PAGA Payment is estimated to be \$<<MERGED_PAGAAward>>.

If you dispute the above information, you may submit a written dispute to the number of Qualified Workweeks and/or Qualified PAGA Workweeks allocated to you ("Dispute") to the Administrator. Your Dispute must (1) contain your name, address, and telephone number and the case name and number of the action (i.e., *Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al., Superior Court of the State of California, County of Los Angeles, Case Number 21STCV39617*; (2) be signed by you; (3) be postmarked or fax stamped on or before November 7, 2025 and returned to the Administrator at the address or fax number listed below; (4) clearly state the number of Qualified Workweeks and/or Qualified PAGA Workweeks you believe is correct; and (5) attach any documentary evidence you have to prove the number of contended Qualified Workweeks and/or Qualified PAGA Workweeks.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest and any other non-wage related payments. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS form 1099.

In addition to the Maximum Settlement Amount, Defendant will pay all employer payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice and you should consult your tax advisor if you have any questions. Checks will be valid and negotiable for one hundred and eighty (180) days. After that, checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Settlement Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT CLAIMS AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, and after Defendants have fully funded the Settlement, as of the Effective Date (as defined in the Agreement), all Class Members who do not opt out of the Settlement (i.e., Settlement Class Members) do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims against any and all Released Parties.

"Released Parties" means Defendants Barry-Wehmiller Companies, Inc., Barry-Wehmiller Group, Inc, BW Packaging Systems, Inc., Barry-Wehmiller Design Group, Inc., Thiele Technologies LLC, Design Group Facility Solutions, Inc., Pneumatic Scale Angelus, LLC, Angelus Sanitary Can Machine Company, LLC, Angelus Machine Corporation, International, BW Flexible Systems, LLC, BW Integrated Systems, LLC, Accraply, LLC, Alliance Machine Systems International, LLC, Barry-Wehmiller Papersystems, Inc., The Ward Machinery Company, Paper Converting Machine Company, Synerlink, USA, Inc., AROL North America, Inc., W+D North

America, Inc., Baldwin Technology Company, Inc., Baldwin Americas Corporation, Carr Biosystems, LLC and all of its past, present and/or future, direct and/or indirect, subsidiaries, parents, divisions, joint venturers, predecessors, successors, insurers, assigns, consultants, subcontractors, their employee benefit plans and the trustees, fiduciaries, and administrators of those plans, and any of their current or former employees, officers, directors, servants, agents, investors, representatives, attorneys, executors, administrators, and assigns, and all persons acting under, by, through, or in concert with any of them, and each of them.

“Released Class Claims” means all causes of action and factual or legal theories that (i) were raised in the operative Second Amended Complaint, or (ii) reasonably could have been raised based on the facts, legal theories, and causes of action alleged in the operative Second Amended Complaint, including all of the following claims for relief: (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to reimburse business expenses; (f) failure to pay all wages timely at the time of termination; (f) failure to provide complete, accurate or properly formatted wage statements; (h) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Second Amended Complaint; (i) failure to keep requisite payroll records; (k) any other claims or penalties under the wage and hour laws pleaded in the lawsuit; and (l) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The period of the Class Release shall extend to the limits of the Class Period.

5. WHAT CLAIMS AM I RELEASING AS AN PAGA MEMBER UNDER THE SETTLEMENT?

If and when the Court grants final approval of the Settlement, as of the Effective Date (as defined in the Agreement), and after payment of all funds due under the terms of the Settlement, all PAGA Members and the State of California do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Released PAGA Claims. Released Parties is defined in Section 4 of this Notice, above.

“Released PAGA Claims” means all causes of action and factual or legal theories for civil penalties under PAGA against any of the Released Parties that (i) were alleged in the operative Second Amended Complaint and in Plaintiff’s notice of claims to the LWDA, or (ii) reasonably could have been raised based upon the facts and legal theories contained in the operative Second Amended Complaint and in Plaintiff’s notice of claims to the LWDA, including all of the following claims for civil penalties under PAGA due to: (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to reimburse business expenses; (f) failure to pay all wages timely at the time of termination; (f) failure to provide complete, accurate or properly formatted wage statements; (h) failure to keep requisite payroll records; and (k) any other violations of the wage and hour laws pleaded in the lawsuit. The period of the PAGA Release shall extend to the limits of the PAGA Period.

PAGA MEMBERS CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Released Class Claims, but you are not able to exclude yourself as an PAGA Member or with regards to the Released PAGA Claims. To exclude yourself from the release of Released Class Claims, you should submit a written request for exclusion to the Settlement Administrator (“Opt Out Request”) at the address or fax number listed in Section 3 of this Notice, above.

A valid and complete Opt Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the Action (i.e., *Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al., Superior Court of the State of California, County of Los Angeles, Case Number 21STCV39617*); (2) be signed by the Class Member; (3) be postmarked, e-mailed, or fax stamped on or before November 7, 2025 and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) contain a statement substantially similar to:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN *AGUIRRE V. BW PACKAGING SYSTEMS, INC.* I UNDERSTAND THAT THE PAGA CLAIMS WILL STILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval. Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims.

However, Class Members who are PAGA Members will receive their Individual PAGA Payment and will release the Released PAGA Claims regardless of whether they submit an request to be excluded from the Settlement.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member may object to the Settlement or to any settlement term. If you wish to object, you may submit your objection in writing to the Settlement Administrator (“Objection”) at the specified address, e-mail address, or fax number listed in Section 3 of this Notice, above. A valid and timely Objection should (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the Action (i.e., *Mariano Aguirre Jr. v. BW Packaging Systems, Inc. et al.*, Superior Court of the State of California, County of Los Angeles, Case Number 21STCV39617); (2) be signed by the Settlement Class Member; (3) be postmarked or fax stamped on or before November 7, 2025, and returned to the Settlement Administrator at the specified address or fax number listed in Section 3 of this Notice, above; and (4) give the legal and factual basis for their objection. Alternatively, you may attend the Final Approval Hearing (time and place provided in Section 8) and state your objection.

Filing an objection will **not** exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Class Payment and you will be barred from pursuing the Released Class Claims. **Do not file both an Objection and Opt Out Request. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on December 9, 2025, at 9:00 a.m. in the Superior Court of the State of California, County of Los Angeles, Department 14, located at 312 North Spring Street, Los Angeles, California 90012.

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiff and the Class are:</u>	<u>Attorneys for Defendants are:</u>
MOON LAW GROUP, P.C. Kane Moon Allen Feghali Hyunjin Kim 725 S Figueroa St., 31 st Floor Los Angeles, California 90017 Telephone: (213) 232-3128	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Christopher W. Decker 400 South Hope Street, Suite 1200 Los Angeles, California 90071 Telephone: (213) 239-9800

The Court has decided that the Attorneys for Plaintiff and the Class are qualified to represent the Settlement Class Members. Other than the Class Counsel Fees Award and Class Counsel Costs Award approved by the Court, to be paid out of the Maximum Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the settlement agreement available by contacting Class Counsel at the address or telephone number provided in Section 9, above, or by visiting the office of the Clerk of the Superior Court of the State of California, County of Los Angeles, Department 14, located at 312 North Spring Street, Los Angeles, California 90012, or the Court’s website: <https://www.lacourt.org/>.

You can access the following website to access relevant information: <https://ilymgroup.com/BWPackagingSystems>. If the Court grants final approval in this case, the Final Approval Order and Judgment will be posted on this website.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT.**