

FILED/ENDORSED
JUL 06 2023
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12 Attorneys for Plaintiff and the Class

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**

15 VINCENT RAMSEY JR., individually and on
16 behalf of all others similarly situated,
17 Plaintiff,
18 vs.
19 PACKAGING CORPORATION OF AMERICA,
20 et al.,
21 Defendants.

22 VINCENT RAMSEY JR., individually and on
behalf of all others similarly situated,
23 Plaintiff,
24 vs.
25 PACKAGING CORPORATION OF AMERICA,
26 et al.,
27 Defendants.

Case No. 34-2021-00313350-CU-OE-GDS
[Consolidated with 34-2022-00316273-CU-OE-GDS]

**NOTICE OF ERRATA REGARDING
SUPPLEMENTAL DECLARATION OF
MAX W. GAVRON IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 21, 2023
Time: 9:00 a.m.
Dept.: 28

Complaint Filed: December 29, 2021
FAC Filed: July 1, 2022
Trial Date: None

BY FAX

1 TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that Plaintiff Vincent Ramsey (“Plaintiff”) hereby respectfully
3 submits this Notice of Errata regarding the Supplemental Declaration of Max W. Gavron filed on
4 June 29, 2023.

5 The incorrect version of Exhibit A to the declaration was filed. Exhibit A failed to include
6 Defendant’s counsel’s signature.

7 Attached herewith as Exhibit 1 is the complete version of Exhibit A to the Supplemental
8 Declaration of Max W. Gavron.

9
10 DATED: July 5, 2023

DIVERSITY LAW GROUP, P.C.
WEBBER LAW GROUP


11
12 By: 
13 Larry W. Lee
14 Max W. Gavron
15 Kelsey A. Webber
16 Attorneys for Plaintiff and the Class

EXHIBIT 1

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Telephone: 213.488.6555
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14 Attorneys for Plaintiff and the Class

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF SACRAMENTO

17 VINCENT RAMSEY JR., individually and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21
22 PACKAGING CORPORATION OF
23 AMERICA, a Delaware corporation; PCA
24 CENTRAL CALIFORNIA CORRUGATED,
25 LLC, a Delaware Limited Liability Company;
and DOES 1 through 50, inclusive,

26 Defendants.

Case No. 34-2021-00313350-CU-OE-GDS
[Consolidated with 34-2022-00316273-CU-
OE-GDS]

ASSIGNED FOR ALL PURPOSES TO
JUDGE LAURI DARMELL, DEPT 28

**AMENDMENT TO STIPULATION
RE: SETTLEMENT OF CLASS AND
PAGA ACTION**

Trial Date: Not Set
Complaint Filed: March 3, 2022

1 On May 4, 2023, Plaintiff Vincent Ramsey Jr. (“Plaintiff”) and Defendants PACKAGING
2 CORPORATION OF AMERICA and PCA CENTRAL CALIFORNIA CORRUGATED, LLC
3 (collectively referred to herein as “PCA” or “Defendant”) submitted a Stipulation re: Settlement
4 of Class and PAGA Action (hereinafter, the “Settlement Agreement”) for Court approval. The
5 Settlement Agreement was attached as Exhibit A to the Declaration of Max W. Gavron in Support
6 of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. On May 25, 2023, the
7 Court issued a tentative ruling addressing the proposed settlement and identifying certain issues
8 for the Parties to address.

9 This Amendment to the Settlement Agreement in conjunction with the Settlement
10 Agreement itself sets forth the terms upon which the Parties have agreed to settle the Action.
11 Except for those terms and paragraphs addressed below, all definitions and terms of the Settlement
12 Agreement apply throughout the Amendment.

13 Based on further negotiations and the guidance of the Court, the Parties wish to amend the
14 Settlement Agreement as follows.

15 **PARAGRAPH 6.1.1.22: Definition of “Notice to Class” and “Class Notice”**

16 The Parties wish to replace the proposed Class Notice attached as Exhibit A to the
17 Settlement Agreement with the Amended Proposed Class Notice attached hereto as **Exhibit 1**.
18 The Amended Proposed Class Notice reflects the changes detailed throughout this Amendment.

19 **PARAGRAPH 6.1.1.35: Definition of “Settled Claims”**

20 The Parties wish to replace Paragraph 6.1.1.35 in its entirety to revise the definition of
21 “Settled Claims.” Paragraph 6.1.1.35 shall now read:

22 1.35 “Settled Claims” means all direct or derivative claims for relief,
23 known or unknown, arising during the Class Period that Plaintiff or any Participating Class
24 Member has against any of the Released Parties reasonably arising out of or reasonably related to
25 the factual allegations pled in the First Amended Complaint, including claims premised on any
26 duties or rights under Labor Code section 226. “Settled Claims” includes all types of relief
27 available for the above-referenced claims, including, without limitation, any claims for damages,
28

1 restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive
2 relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that
3 it covers and bars each and every Participating Class Member from asserting any Settled Claims
4 in the future.

5 **PARAGRAPH 6.1.1.36: Definition of "Settled PAGA Claims"**

6 The Parties wish to replace Paragraph 6.1.1.36 in its entirety to revise the definition of
7 "Settled Claims." Paragraph 6.1.1.36 shall now read:

8 1.36 "Settled PAGA Claims" means all claims for penalties under the
9 Private Attorneys General Act ("PAGA") arising during the PAGA Period based upon the alleged
10 failure to furnish accurate, itemized wage statements under California Labor Code §§ 226 and
11 226.3 and all applicable Industrial Welfare Commission Wage Orders that reasonably arise out of
12 or are reasonably related to the factual allegations pled in the First Amended Complaint or the
13 December 21, 2021 written notice to the California Labor and Workforce Development Agency
14 ("LWDA").

15 **PARAGRAPH 6.1.2.9.1: Length of Releases**

16 The Parties wish to replace Paragraph 6.1.2.9.1 in its entirety to revise the length of the
17 release and remove the clause "and extending through February 28, 2022." Paragraph 6.1.2.9.1
18 shall now read:

19 2.9.1 Upon the Effective Date and funding of the Gross Settlement
20 Amount, Plaintiff and each of the Participating Class Members shall be deemed to have, and by
21 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
22 discharged all Settled Claims against the Released Parties for the duration of the Class Period. All
23 Participating Class Members are bound by the release of Settled Claims set forth herein, regardless
24 of whether they cash and/or otherwise negotiate their Individual Settlement Sum payment.

25 **PARAGRAPH 6.1.2.9.2: Length of PAGA Releases**

26 The Parties wish to replace Paragraph 6.1.2.9.2 in its entirety to revise the length of the
27 release and include the clause "for the duration of the PAGA Period." Paragraph 6.1.2.9.2 shall
28

1 now read:

2 2.9.2 Upon the Effective Date and funding of the Gross Settlement
3 Amount, Plaintiff and each of the PAGA Members shall be deemed to have, and by operation of
4 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
5 Settled PAGA Claims against the Released Parties for the duration of the PAGA Period. It is
6 understood that PAGA Members will not have the opportunity to opt out of, or object to, the
7 settlement of the PAGA claims asserted in the Lawsuit. Further, all PAGA Members are bound
8 by the release of Settled PAGA Claims set forth herein, regardless of whether they cash and/or
9 otherwise negotiate their Individual PAGA Payment.

10 It is hereby agreed.

11 Dated: June 27, 2023

Vincent Ramsey jr

ID fyv41wLiGaXPVsFijUoRYmWS

12 Plaintiff Vincent Ramsey, Jr.

13
14
15 Dated: June __, 2023

PACKAGING CORPORATION OF AMERICA

18 Mark Romaniuk
19 Deputy General Counsel – Labor & Employment
20 Packaging Corporation of America, Defendant

21 APPROVED AS TO FORM:

22 Dated: June 27, 2023

DIVERSITY LAW GROUP

23
24
25 By:

Larry W. Lee

26 Larry W. Lee
27 Max W. Gavron
28 Attorneys for Plaintiff and the Class

1 now read:

2 2.9.2 Upon the Effective Date and funding of the Gross Settlement
3 Amount, Plaintiff and each of the PAGA Members shall be deemed to have, and by operation of
4 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
5 Settled PAGA Claims against the Released Parties for the duration of the PAGA Period. It is
6 understood that PAGA Members will not have the opportunity to opt out of, or object to, the
7 settlement of the PAGA claims asserted in the Lawsuit. Further, all PAGA Members are bound
8 by the release of Settled PAGA Claims set forth herein, regardless of whether they cash and/or
9 otherwise negotiate their Individual PAGA Payment.

10 It is hereby agreed.

11 Dated: June __, 2023

12 _____
13 Plaintiff Vincent Ramsey, Jr.

14
15 Dated: June 27 2023

16 PACKAGING CORPORATION OF AMERICA

17 

18 Mark Romaniuk
19 Deputy General Counsel – Labor & Employment
20 Packaging Corporation of America, Defendant

21 APPROVED AS TO FORM:

22 Dated: June __, 2023

23 DIVERSITY LAW GROUP

24
25 By: _____

26 Larry W. Lee
27 Max W. Gavron
28 Attorneys for Plaintiff and the Class

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Dated: June 30, 2023

LITTLER MENDELSON

By: 

Joshua Cliffe
Jo B. Gbujama
Attorneys for Defendant

EXHIBIT 1

**NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION AND
NOTICE OF HEARING ON PROPOSED SETTLEMENT**

Ramsey v. Packaging Corporation of America, et al.

Superior Court of California, County of Sacramento, Case Nos. 34-2021-00313350-CU-OE-GDS; 34-2022-00316273-CU-OE-GDS

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

<p>To: All current and former non-exempt employees who worked for Packaging Corporation of America and/or PCA Central California Corrugated LLC in California and were paid overtime and/or shift differential wages during the period from December 21, 2020, through February 18, 2022.</p>
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed by Vincent Ramsey Jr. (“Plaintiff”) against Packaging Corporation of America and PCA Central California Corrugated LLC (“Defendants”) on December 28, 2021. The case is currently pending in the Superior Court of California, County of Sacramento, Case No. 34-2021-00313350-CU-OE-GDS, consolidated with *Ramsey v. Packaging Corporation of America, et al.* (Case No. 34-2022-00316273-CU-OE-GDS).

The lawsuit claims that Defendants violated sections of the California Labor Code entitling Class Members to, *inter alia*, damages and penalties. Specifically, Plaintiff alleges that Defendants did not provide accurate itemized wage statements. The lawsuit also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendants deny all alleged violations and deny that they owe Class Members any remedies, including damages and penalties. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Stipulation Re: Settlement of Class and PAGA Action (“Stipulation” or “Settlement”). By entering the settlement, Defendants are not admitting that they violated the law in any way. Rather, Defendants agreed to settle the lawsuit to avoid the cost, time investment, and uncertainty stemming from protracted litigation. On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff

Vincent Ramsey Jr. as the Class Representative, and appointed his attorneys at Diversity Law Group, P.C. and Webber Law Group as counsel for the Class (“Class Counsel”).

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are or were a non-exempt employee who worked for Defendants in California and were paid overtime and/or shift differential wages during the period from December 21, 2020, through February 18, 2022.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Nine Hundred Seventy-Five Thousand Dollars (\$975,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or Three Hundred Twenty-Five Thousand Dollars (\$325,000.00);
- B. **Attorneys’ Costs to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
- C. **Class Representative Service Award** in an amount not to exceed Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Dollars (\$11,000.00); and
- E. **PAGA Payment** in the amount of Eighty Thousand Dollars (\$80,000.00) for the settlement of claims arising under the Private Attorneys General Act of 2004 (“PAGA”). Seventy-five percent (75%) of this amount (\$60,000.00) shall be paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) (\$20,000.00) will be distributed to Class Members who are or were employed by PCA at any time during the period of December 21, 2020, through February 18, 2022, for their release of the Settled PAGA Claims, described below in Section 7.

The amount you are eligible to receive from the Net Settlement Amount, your “Individual Settlement Sum,” will be determined on a *pro rata* basis, based on the number of wage statements reflecting payment of overtime and/or shift differential wages you received from Defendants between December 21, 2020, through February 18, 2022.

The amount you are eligible to receive from the portion of PAGA Penalties allocated to PAGA Members, your “PAGA Payment,” will also be calculated on a *pro rata* basis, based on the number of wage statements reflecting payment of overtime and/or shift differential wages you received from Defendants between December 21, 2020, through February 18, 2022.

The Individual Settlement Sum and PAGA Payment will be apportioned as one hundred percent (100%) penalties or interest that will not be subject to any withholdings and will be reported on an IRS Form 1099.

You received XXX wage statements with payment of overtime and/or shift differential wages from Defendants during the Class Period. Your Individual Settlement Sum is estimated to be \$XXX.XX. Your PAGA Payment is estimated to be \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

These amounts were determined based on Defendants’ records of your employment from December 21, 2020, through February 18, 2022, and is presumed correct. If you dispute the accuracy of Defendants’ records as to the number of wage statements with overtime and/or shift differential payments received during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding the number of applicable wage statements will be resolved and decided by the Parties or, if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendants and entry of Final Approval Order and Judgment by the Court, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Settled Claims” for the “Class Period.”

The “Released Parties” means Packaging Corporation of America and its affiliated companies, parents, members, subsidiaries (including, but not limited to, Packaging Corporation of America Central California Corrugated, LLC), related companies, and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants, and employees, past and present, and each of them.

The “Settled Claims” means all direct or derivative claims for relief, known or unknown, arising during the Class Period that Plaintiff or any Participating Class Member has against any of the Released Parties reasonably arising out of or reasonably related to the factual allegations pled in the First Amended Complaint, including claims premised on any duties or rights under Labor Code section 226. “Settled Claims” includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers and bars each and every Participating Class Member from asserting any Settled Claims in the future.

This release shall apply to claims arising during the Class Period. The “Class Period” is from December 21, 2020, through February 18, 2022.

Upon the funding of the Gross Settlement Amount by Defendants and entry of Final Approval Order and Judgment by the Court, in exchange for the consideration set forth by the Settlement, PAGA Members will release the “Released Parties” from the “Settled PAGA Claims” irrespective of whether a Class Member opts out of the class portion of the settlement.

The “Settled PAGA Claims” means all claims for penalties under the Private Attorneys General Act (“PAGA”) arising during the PAGA Period based upon the alleged failure to furnish accurate, itemized wage statements under California Labor Code §§ 226 and 226.3 and all applicable Industrial Welfare Commission Wage Orders that reasonably arise out of or are reasonably related to the factual allegations pled in the First Amended Complaint or the December 21, 2021 written notice to the California Labor and Workforce Development Agency (“LWDA”).

The “PAGA Period” is from December 21, 2020 through February 18, 2022. .

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Settled Claims (other than those which fall within the definition of the Settled PAGA Claims), then you must opt out of the class portion of the settlement in conformity with the requirements set forth herein. If you exclude yourself, you will not receive an Individual Settlement Sum payment from the Net Settlement Amount. However, if eligible, you will still receive a PAGA Payment in an amount equal to your *pro rata* share of the PAGA Penalties because the ability to Opt Out of the settlement does not apply to this claim.

8. How do I opt out of the Settlement?

To exclude yourself from the release of Settled Claims you must submit a written request for exclusion. You must include your name, telephone number, mailing address, and last four digits of your Social Security Number. Your request for exclusion must also include a statement that you do not wish to be included in the class portion of the settlement similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Ramsey v. Packaging Corporation of America*. I understand that by excluding myself I will not receive money from the class action settlement of my individual claims.”

The written Opt Out must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Penalties if you worked between December 21, 2020, through February 18, 2022, because the Opt Out does not apply to the release of Settled PAGA Claims. You will not be legally bound by the release of Settled Claims; however, you will remain legally bound by the Settled PAGA Claims.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved DIVERSITY LAW GROUP, P.C. and WEBBER LAW GROUP as Class Counsel. Their contact information is:

DIVERSITY LAW GROUP, P.C.

Larry W. Lee, Esq.

Max W. Gavron, Esq.

Kwanporn “Mai” Tulyathan, Esq.
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555

WEBBER LAW GROUP

Kelsey A. Webber, Esq.

Shaelyn A. Stewart, Esq.

333 University Ave, Suite 200
Sacramento, California 95825
Telephone: (916) 588-0683

Class Counsel will ask the Court for attorneys’ fees of up to \$325,000.00 and reimbursement of litigation cost/expenses of up to \$25,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your name, address, telephone number, the last four digits of your Social Security Number, the name and contact information of your attorney (if any), your signature or the signature of your attorney, and all factual and legal grounds for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Opting out is telling the Court that you do not want to be part of the Settlement. If you opt out, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at [redacted] a.m./p.m. on [redacted], 2023] in Department 28 of the Sacramento County Superior Court, located at 720 Ninth Street, Sacramento, California 95814.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to attend the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Further information regarding how to appear remotely can be found here: <https://www.saccourt.ca.gov/civil/motions-hearings-general.aspx#alternatives>. You may also call Class Counsel for more information.

14. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[redacted\].com](http://www.[redacted].com) You will also receive your portion of the settlement if you choose not to opt out.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Settled Claims and Settled PAGA Claims, if you are a PAGA Member. You will not be able to participate in any other lawsuit against Defendants or Released Parties about the Settled Claims and/or Settled PAGA Claims. Your Individual Settlement Sum and/or PAGA Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Center for Employment Opportunities, a non-profit organization.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On July 5, 2023, I served the following document(s) described as: **NOTICE OF**
11 **ERRATA REGARDING SUPPLEMENTAL DECLARATION OF MAX W. GAVRON IN**
12 **SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS**
13 **ACTION SETTLEMENT** on the interested parties in this action as follows:

<p>14 Joshua J. Cliffe 15 jcliffe@littler.com 16 Littler Mendelson, P.C. 17 333 Bush Street, 34th Floor 18 San Francisco, California 94104 19 <i>Attorneys for Defendants Packaging</i> 20 <i>Corporation of America and PCA Central</i> 21 <i>California Corrugated, LLC</i></p>	<p>22 Kelsey A. Webber 23 Kelsey.Webber@webberlawgroup.com 24 Shaelyn A. Stewart 25 Shaelyn.Stewart@webberlawgroup.com 26 Webber & Egbert Employment Law, P.C. 27 1610 R. Street, Suite 300 28 Sacramento, California 95811 <i>Attorneys for Plaintiff</i></p>
---	--

29 X BY ELECTRONIC MAIL: by personally sending a true and correct copy
30 of the above-described document(s) to the party(ies) listed above or on the attached mailing list
31 from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s)
32 indicated above or on the attached mailing list. I certify that said electronic transmission was
33 completed and that all pages were received by the party(ies) identified herein or on the attached
34 mailing list.

35 I declare under penalty of perjury under the laws of the State of California that the
36 above is true and correct. Executed on July 5, 2023, at Los Angeles, California.

37 
38 _____
39 Erika Mejia