

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOSE JAUREGUI and JAVIER DEL
REAL, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

CYTEC ENGINEERED MATERIALS
INC., a Delaware corporation, CYTEC
INDUSTRIES INC., a Delaware
corporation, CYTEC AEROSPACE
MATERIALS (CA) INC., a California
corporation, CYTEC PROCESS
MATERIALS (CA) INC., a Delaware
corporation, SOLVAY USA INC., a
Delaware corporation, SOLVAY
CHEMICALS, INC., a Delaware
corporation, and DOES 1 through 50,
inclusive,

Defendant.

CASE No. **8:20-cv-02440-DOC-DFMx**

**DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF
MOTION FOR FINAL APPROVAL
OF CLASS SETTLEMENT**

Hearing Date: April 25, 2022

Hearing Time: 8:30 a.m.

District Judge: Hon. David O. Carter
Ronald Reagan Federal Building and
United States Courthouse
Courtroom 9D

1 I, Norman B. Blumenthal, declare as follows:

2 1. I am the managing partner in the law firm of Blumenthal Nordrehaug
3 Bhowmik De Blouw LLP, counsel of record for Plaintiffs Jose Jauregui and Javier Del
4 Real (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings
5 and history of this matter. I am submitting this declaration in support of Plaintiffs’
6 motion for final approval of the settlement. The following facts are within my own
7 personal knowledge, and if called as a witness, I could and would testify competently to
8 the matters stated herein.

9 2. Over the course of the litigation, a number of attorneys in my firm have
10 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
11 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached
12 hereto as Exhibit #1. Some of the major cases our firm has undertaken are also set forth
13 in Exhibit #1. The attorneys involved in this matter at Blumenthal Nordrehaug
14 Bhowmik De Blouw LLP have had extensive class action experience in employment
15 litigation and has represented thousands of persons nationwide in actions including labor
16 and employment litigation, wage and hour class actions, representative PAGA actions
17 and complex litigation. The attorneys at my firm also have experience in large class
18 cases involving labor code violations. Class Counsel has been previously approved as
19 experienced Class Counsel state and federal courts throughout California. Class Counsel
20 has litigated similar wage and hour cases against other employers. It is this level of
21 experience which enabled the firm to undertake the instant matter and to successfully
22 combat the resources of the defendants and its capable and experienced counsel.

23 3. Summary of the Proposed Settlement.

24 (a) A true and correct copy of Class Action Settlement Agreement (“Agreement”)
25 is attached hereto as Exhibit #2. Defendants Cytec Engineered Materials Inc., Cytec
26 Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc.,
27 Solvay USA Inc., and Solvay Chemicals, Inc. (“Defendants”) agree to pay the Gross
28

1 Settlement Amount of One Million Five Hundred Thousand Dollars (\$1,500,000) in full
2 and complete satisfaction of the Class Members' Released Class Claims. (Agreement
3 at ¶ III(B).) The Gross Settlement Amount consists of all payments to Class Members
4 from the Net Settlement Amount, and includes (a) the costs of administration of the
5 settlement, (b) all attorneys' fees and costs, (c) service awards to the Plaintiffs, and (d)
6 the PAGA Payment to the LWDA and the Aggrieved Employees. (Agreement at ¶
7 III(C)-(D).)

8 (b) The amount remaining in the Gross Settlement Amount after the deduction
9 of Court-approved amounts for Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and
11 the Settlement Administration Expenses (called the "Net Settlement Amount") shall be
12 allocated to Class Members as their Settlement Shares. (Agreement at ¶¶ I(U) and
13 III(D).)

14 (c) From the Net Settlement Amount, the Settlement Share for each
15 Participating Class Member will be calculated by (a) dividing the Net Settlement
16 Amount by the total number of weeks included in the Class Data to determine a dollar
17 amount per week ("Weekly Rate"); and (iii) then multiplying the number of weeks
18 worked by each Participating Class Member by the Weekly Rate to calculate their
19 Settlement Share. (Agreement at ¶ III(D)(2).)

20 (d) ILYM was appointed as Settlement Administrator (Agreement at ¶ III(E).)
21 All administrative fees, costs and expenses incurred by the Settlement Administrator in
22 connection with administering the Settlement will be deducted from the Gross Settlement
23 Amount. The Settlement Administrator has estimated that administering this settlement
24 will not exceed \$20,000. (Agreement at ¶ III(C)(4).) The actual expenses of the
25 Settlement Administrator will be documents in the forthcoming Declaration of the
26 Settlement Administrator.

27 (e) Class Counsel has applied to the Court for an award of reasonable attorneys'
28 fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount, and for

1 reimbursement of reasonable expenses in the amount of \$36,783.02, both subject to
2 Court approval. (Agreement at ¶ III(C)(2). The Plaintiffs have also applied for Court
3 approval of service awards in an amount not to exceed \$10,000 each in consideration for
4 their service as the class representatives. (Agreement at ¶ III(C)(1).) The motion is
5 scheduled for the Final Approval Hearing and was filed and posted on March 14, 2022,
6 which was well before the deadline for written objections to the Settlement.

7 (f) The scope of the release by all Class Members who do not opt out tracks the
8 scope of the allegations in the Action. Upon the Effective Date, all Participating Class
9 Members shall irrevocably release the following claims against Defendants and the
10 Released Parties:

11 all applicable California wage and hour claims, rights, demands, liabilities
12 and causes of action, whether known or unknown, arising from the claims
13 alleged in the operative complaint in the Action, or that could have been
14 alleged based upon the facts alleged in the operative complaint in the
15 Action against Defendants, which arose during the Class Period, including
16 claims for: violations of California Labor Code §§ 226.7, 510 et seq., 512,
17 558, 1194, 1197, 1197.1, 1198, or 2802; failure to pay all wages in a timely
18 manner in violation of California Labor Code §§ 200, 201, 202, 203, 204,
19 210, 233, 246, 248, and 248.5; failure to provide accurate wage statements
20 in violation of California Labor Code § 226; unfair competition; failure to
21 provide sick pay; violations of the California Labor Code Private Attorney
22 General Act, Labor Code § 2698 et seq.; civil penalties pursuant to Labor
23 Code § 2699 et seq.; claims under California Business & Professions Code
24 §§ 17000 and 17200, et seq.; claims under California Code of Regulations,
25 Title 8, Section 11040, Subdivision 5(A)-(B); and any damages, penalties,
26 restitution, disgorgement, interest or attorneys' fees as a result thereof, and
27 expressly excluding all other claims, including claims for vested benefits,
28 wrongful termination, unemployment insurance, disability, social security,
workers' compensation, and class claims outside of the Class Period and
PAGA claims outside of the PAGA period ("Released Class Claims").

(Agreement at ¶ III(G)(1).)

(g) Class Members were permitted the opportunity to object to or comment on the
Settlement; or elect not to participate in the Settlement. Class Members who wished to
exclude themselves from the Settlement must have mailed a written Election Not to
Participate in Settlement to the Settlement Administrator not later than sixty (60) days
after the Settlement Administrator mailed the Class Notice. (Agreement at ¶ III(F)(4).)

1 Class Members who wished to object to the Settlement must have submitted their written
2 objections to the Settlement Administrator not later than sixty (60) days after the mailing
3 of the Class Notice or alternatively may appear at the Final Approval Hearing to make
4 an oral objection. (Agreement at ¶ III(F)(4).) To date, there have been no objections and
5 no opt outs.

6 (h) The Settlement is fair, adequate and reasonable to the class and should be
7 finally approved. In sum, this settlement valued at \$1,500,000 provides the Class
8 Members with the opportunity to receive a substantial monetary recovery. This result is
9 particularly remarkable in light of the fact that there was also a risk that, if the matter was
10 not settled, Plaintiffs would be unable to prevail at trial on behalf of the entire Class, and
11 thereby not recover on behalf of any individuals other than themselves. As such, liability
12 in this case was far from certain in light of the defenses asserted by Defendant. Finally,
13 the pandemic circumstances impacting many employees only further underscores the
14 importance of distributing these settlement payments to the Class Members.

15
16 4. Procedural status of the settlement.

17 (a) This Court preliminarily approved the settlement by Order dated January 7,
18 2022. (Doc. No. 52.) In accordance with the preliminary approval order, the required
19 notice of the proposed settlement was disseminated to the Class of 643 members.
20 Currently, the results are that there are no objections and no opt-outs.¹ As a result, 100%
21 of the Class will be participating in the Settlement and will be sent a payment. The final
22 details of the notice process will be set forth in the forthcoming Declaration of the
23 Settlement Administrator. Here, given the fact that not one Class Member objected, the
24 Court should conclude that the settlement is fair, reasonable and adequate.

25 _____
26 ¹ The notice periods ends on March 28, 2022, which is the day after this motion is
27 being filed. After the final figures have been accounted, the Declaration of the Settlement
28 Administrator will be filed in support of this motion to document the notice process and
the final results.

1
2 5. Description of Plaintiffs' claims.

3 (a) During the relevant time period, Defendants employed non-exempt
4 employees in California.

5 (b) The Action set forth claims for (1) unfair competition in violation of Cal.
6 Bus. & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of
7 California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in
8 violation of Cal. Labor Code §§ 510, et seq.; (4) failure to provide meal periods in
9 violation of Cal. Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (5)
10 failure to provide rest periods in violation of Cal. Labor Code §§ 226.7 and 512 and the
11 applicable IWC Wage Order; (6) failure to provide accurate itemized wage statements
12 in violation of Cal. Labor Code § 226; (7) failure to pay wages when due in violation of
13 Cal. Labor Code §§ 201, 202, and 203; (8) failure to provide wages when due in
14 violation of California Labor Code §§ 201-204, 233, 246 and 248; (9) recovery of civil
15 penalties under the Private Attorneys General Act (“PAGA”) based upon the alleged
16 violations of the Labor Code.

17
18 6. Procedural History of the Litigation

19 (a) On October 14, 2020, Plaintiff Jose Jauregui, on behalf of himself and all
20 persons similarly situated, filed a Class Action against Defendants in the Superior Court
21 of California, Orange County, asserting the following claims against Defendants: (1)
22 unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) failure
23 to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
24 (3) failure to pay overtime wages in violation of Cal. Labor Code §§ 510, et seq.; (4)
25 failure to provide meal periods in violation of Cal. Labor Code §§ 226.7 and 512 and the
26 applicable IWC Wage Order; (5) failure to provide rest periods in violation of Cal. Labor
27 Code §§ 226.7 and 512 and the applicable IWC Wage Order; (6) failure to provide
28 accurate itemized wage statements in violation of Cal. Labor Code § 226; and, (7) failure

1 to pay wages when due in violation of Cal. Labor Code §§ 201, 202, and 203. On
2 December 30, 2020, Defendants removed the Class Action to the United States District
3 Court, Central District of California. On May 5, 2021, Plaintiffs filed the First Amended
4 Complaint in the Class Action pending in the United State District Court, Central District
5 (Case No. 20-cv-02440-DOC-DFMx) to add Plaintiff Javier Del Real as a party and to
6 add an additional claim for failure to provide wages when due in violation of California
7 Labor Code §§ 201-204, 233, 246 and 248.

8 (b) On February 5, 2021, Plaintiff Jose Jauregui filed a separate PAGA Action
9 against Defendants in the Superior Court of California, Orange County alleging a single
10 cause of action for recovery of civil penalties under the Private Attorney General's
11 Action, California Labor Code §§ 2698 et seq. On February 5, 2021, Defendants
12 removed the PAGA Action to the United States District Court, Central District of
13 California (Case No. 8:21-cv-00320).

14 (c) As part of this Settlement, the Class Action and the PAGA Action were
15 consolidated. On October 13, 2021, the Court entered an Order consolidating the Class
16 Action with the Representative PAGA Action.[Doc. No. 49].

17 (d) Class Counsel conducted significant research and investigation in
18 furtherance of the prosecution of the Action. This investigation, research and prosecution
19 included, among other things, (a) Rule 26 disclosures and multiple conferences between
20 counsel identifying, among other things, witnesses and documents with information
21 relevant to Plaintiffs and the class claims; (b) inspection and analysis of hundreds of
22 pages of documents and other information produced by Plaintiffs and Defendants during
23 the litigation of the Action and informally in preparation for mediation (including class
24 data); (c) analysis of the numerous legal positions taken by Defendants; (d) investigation
25 into the viability of class treatment of the claims; (e) analysis of potential class-wide
26 damages, including reviewing class data, and analyzing information sufficient to
27 understand Defendants' potential defenses; (f) research of the applicable law with respect
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1 to the claims asserted as well as potential defenses; and (g) assembling and analyzing
2 extensive data and information for calculating damages.

3 (e) Class Counsel has extensive experience in litigating wage and hour class
4 actions and PAGA actions in California. The Parties have vigorously litigated the Action
5 since its inception. During the course of litigation, the Parties each performed analysis
6 of the merits and value of the claims. Plaintiffs engaged in extensive investigation,
7 requiring the production of hundreds of pages of documents, including classwide records
8 as to the Class. Plaintiffs and Defendants have engaged in substantial research,
9 discovery, and investigation in connection with the Action. Class Counsel has
10 thoroughly analyzed the value of the claims during the prosecution of this Action.
11 Plaintiffs and Class Counsel believe that the settlement with Defendants for the
12 consideration and on the terms set forth in the Agreement is fair, reasonable, and
13 adequate and is in the best interests of the Class in light of all known facts and
14 circumstances, including the risk of significant delay, the likelihood that Defendants
15 would prevail on their defenses, and numerous potential appellate issues.

16 (f) Defendants deny any alleged wrongdoing and contends that the Class Members
17 are not entitled to any monetary relief, including damages and penalties. Specifically,
18 Defendants deny all charges of wrongdoing or liability against them arising out of any
19 conduct, statements, acts or omissions alleged, or that could have been alleged, in the
20 Action. Defendants contend they complied in good faith with wage and hour
21 employment laws. Defendants assert facts that could negate essential elements of
22 Plaintiffs' claims. Defendants contend, for example, that employees were provided with
23 meal and rest breaks and that all time worked was recorded. Further, there could be
24 significant problems of proof regarding the extent to which members of the Class missed
25 breaks relating to their employ with Defendants. Defendants further deny that, for any
26 purpose other than settling this Action, these claims are appropriate for class, collective,
27 or representative treatment of any kind.
28

1 (g) Following the extensive investigation by both Parties, the Parties agreed to
2 engage in private mediation. The Parties attended an all-day mediation on May 12, 2021
3 before Louis Marlin, a respected and experienced mediator. The mediation included
4 discussion and examination of the Parties' respective position on the legal and factual
5 issues raised on behalf of the Class. At all times, the Parties' settlement negotiations have
6 been non-collusive, adversarial, and at arm's length. The Parties agreed on the basic
7 terms of a class and PAGA settlement pursuant to a Memorandum of Understanding
8 executed following the mediation, ongoing post-mediation discussions and a mediator's
9 proposal. By July 16, 2021, the Agreement was finalized and executed.² Class Counsel
10 filed the motion requesting preliminary approval of the settlement on December 14,
11 2021. [Doc. No. 51.]

12 (h) By the Order of January 7, 2022, the Court granted preliminary approval of the
13 settlement and approved the mailing of the Notice to the Class. [Doc. No. 52.] Notice of
14 the settlement providing Class Members with notice and the explanation of monetary
15 relief, the right to opt out, or to object was then mailed by the Settlement Administrator
16 on January 26, 2022 to the Class.

17 (i) Currently, out of the 643 individuals in the Class, not one Class Member
18 objected, nor has any Class Member opted out of the Class, which means that currently
19 100% of the Class has elected to participate in the Settlement. The final results will be
20 detailed in the Declaration of the Settlement Administrator to be submitted after the
21 March 28, 2022 deadline for opt out and written objections.

22 23 7. History of Settlement Discussions

24 (a) As detailed during Preliminary Approval, Class Counsel has conducted a
25 thorough investigation into the facts of the class action, including a review of relevant

26
27 ² An addendum was executed on December 7, 2021 to include the claims of two
28 employees with pending grievances against Defendants in the settlement and discharge
those grievances.

1 documents and data and a diligent investigation of the Class Members' claims against
2 Defendant. Class Counsel also retained an expert to prepare a damage valuation for use
3 in the mediation and negotiations. Class Counsel also has experience in settlements
4 involving similar claims brought by employees. The Parties and their counsel recognize
5 that, in the absence of an approved settlement, they would face a protracted litigation
6 course, including a contested motion for certification, motions for summary judgment,
7 and trial and appellate proceedings that would consume time and resources and present
8 each of them with ongoing litigation risks and uncertainties.

9 (b) Negotiations were hard-fought and aggressive with capable advocacy on both
10 sides. Defendants vigorously disputed liability and the amount of damages that were
11 claimed to be owed. Liability in this action was hotly disputed and would be subject to
12 a motion for summary judgment. Even if summary judgment was denied, liability would
13 still be subject to a contested trial on the merits. Plaintiffs and Class Counsel recognize
14 the expense and length of continuing to litigate and trying this Action against Defendants
15 through possible appeals which could take several years. Class Counsel has also taken
16 into account the uncertain outcome and risk of litigation, especially in complex actions
17 such as this litigation. Class Counsel is also mindful of and recognize the inherent
18 problems of proof under, and alleged defenses to, the claims asserted in the Action.
19 Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
20 settlement set forth in the Agreement is in the best interest of the Class Members.
21 Plaintiffs and Class Counsel believe that the settlement with Defendants for the
22 consideration and on the terms set forth in the Agreement is fair, reasonable, and
23 adequate and is in the best interest of the Class in light of all known facts and
24 circumstances, including the risk of significant delay, the likelihood that Defendants
25 would prevail on one or more of its defenses, and numerous potential appellate issues.
26 By reason of the settlement, Defendants agree to pay the Gross Settlement Fund of One
27 Million Five Hundred Thousand Dollars (\$1,500,000) as provided by the Agreement.
28

1 (c) After the settlement negotiations, the specific terms of the Agreement required
2 additional negotiation before the final written agreement could be signed. Even after the
3 parties reached an agreement as to the material terms, Class Counsel had to ensure that
4 the terms of the final settlement agreement were fair to every member of the Class and
5 retained the requisite opportunities for notice, exclusion, and objection in accordance
6 with class action law.

7 (d) In advance of negotiations, Class Counsel received class data concerning
8 employment and payroll information, which permitted Class Counsel to make an
9 intelligent evaluation. The calculations to compensate for the amount due for the Class
10 at the time of the mediation were calculated by Berger Consulting, Plaintiffs' damage
11 expert. As to the Class whose claims are at issue in this Action, Plaintiff used an expert
12 (Berger Consulting) to analyze the data and determine the potential unpaid wages for the
13 employees. The maximum potential damages were calculated to be \$187,463 for the
14 miscalculation of overtime (however these damages could be closer to \$0 because of the
15 CBA and Labor Code § 514) and \$1,640,184 for alleged work time variances between
16 scheduled time and punch data, \$3,883,250 for meal periods after accounting for meal
17 period premiums paid to the Class, \$3,892,150 for rest period damages, and \$789,702
18 for unreimbursed business expenses for personal cell phones. As a result, the total
19 damage valuation was therefore calculated that Defendants were subject to a maximum
20 damage claim in the amount of \$10,392,749. As to potential penalties, Plaintiff
21 calculated that wage statement penalties were a maximum of \$1,170,050 and potential
22 waiting time penalties were \$1,925,339. Consequently, the Gross Settlement Amount of
23 \$1,500,000 represents more than 14% of the value of the damages at issue in this case
24 at the time this Settlement was negotiated, assuming these amounts could be proven at
25 trial. Given the amount of the settlement as compared to the potential value of claims in
26 this case and the defenses asserted by Defendants, this settlement is fair and reasonable.

27 (e) Based on the complexity of the case, the novelty of the legal issues, the
28 substantial risks and uncertainty of the outcome on both liability and certification issues,

1 as well as the need to establish damages, Plaintiffs believe that the Settlement is fair,
2 reasonable and in the best interests of the Class Members. There can be no doubt that
3 counsel for both parties possessed sufficient information to make an informed judgment
4 regarding the likelihood of success on the merits and the results that could be obtained
5 through further litigation, given the relative strengths and weaknesses of their position.

6
7 8. The outcome of this case would have been uncertain and fraught with risks.

8 (a) The risks, complexities and duration of further litigation cannot be overstated.
9 Defendants asserted a number of defenses that presented serious threats to the claims of
10 the Plaintiffs and the other Class Members. Defendants contend that Defendants'
11 employment practices complied with all applicable Labor laws, including the applicable
12 Wage Order. For example, Defendants argued that employees were compensated for
13 all hours worked because Defendants' facilities automatically paid employees additional
14 donning and doffing time for every shift. Defendants further contend that federal law
15 preempts one or more of the claims of the Class Members because their right to wages
16 and meal penalties arises exclusively from and requires interpretation and analysis of a
17 collective bargaining agreement that was applicable to their employment with
18 Defendants. Defendants also argued that the company employees are not required to use
19 their personal cell phones in furtherance of their job duties, which would wipe out all
20 damages relating to unreimbursed expenses. Defendants further argued that the
21 California Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004
22 (2012), weakened Plaintiffs' claims, on liability, value, class certifiability, and
23 manageability. Finally, several Courts have held that meal and rest period violations do
24 not give rise to wage statement or waiting time penalties. See e.g. *Ling v. P.F. Chang's*
25 *China Bistro, Inc.*, 245 Cal. App. 4th 1242, 1261 (2016). If successful, Defendants'
26 defenses could eliminate or substantially reduce any recovery to the Class. While
27 Plaintiffs believe that these defenses could be overcome, Defendants maintain these
28 defenses have merit and therefore present a serious risk to recovery for Plaintiff, the

1 Class Members, and the Aggrieved Employees.

2 (b) Moreover, there was also a significant risk that, if the Action was not settled,
3 Plaintiffs would be unable to obtain class certification and maintain a certified class
4 through trial or demonstrate that his PAGA claim is manageable, and thereby not recover
5 on behalf of any employees other than themselves. At the time of the mediation,
6 Defendants forcefully opposed the propriety of class certification, arguing that individual
7 issues precluded such findings. Further, as demonstrated by the California Supreme
8 Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
9 significant hurdles to overcome for a class-wide recovery even where the class has been
10 certified. While other cases have approved class certification in wage and hour claims,
11 class certification in this action would have been hotly disputed and was by no means a
12 foregone conclusion.

13 (c) In advance of settlement negotiations and mediation, Class Counsel
14 conducted a thorough investigation into the facts of the class action, including a review
15 of relevant documents and data and a diligent investigation of the Class Members' claims
16 against Defendants. Class Counsel also retained an expert to prepare a damage valuation
17 in advance of mediation. Class Counsel also has experience in settlements involving
18 similar claims against other employers. Based on the foregoing documents and data, and
19 their own independent investigation and evaluation, Class Counsel is of the opinion that
20 the settlement with Defendants for the consideration and on the terms set forth in the
21 Settlement is fair, reasonable, and adequate in light of all known facts and circumstances,
22 including the risk of significant delay, defenses asserted by Defendants, and numerous
23 potential appellate issues. The parties and their counsel recognize that, in the absence of
24 an approved settlement, they would face a protracted litigation course, including a
25 contested motion for certification, motions for summary judgment, and trial and
26 appellate proceedings that would consume time and resources and present each of them
27 with ongoing litigation risks and uncertainties.

28 (d) Plaintiffs and Class Counsel recognize the expense and length of continuing

1 to litigate and trying this Action against Defendants through possible appeals which
2 could take several years. Class Counsel has also taken into account the uncertain
3 outcome and risk of litigation, especially in complex actions such as this litigation. Class
4 Counsel is also mindful of and recognize the inherent problems of proof under, and
5 alleged defenses to, the claims asserted in the Action. Based upon their evaluation,
6 Plaintiffs and Class Counsel have determined that the settlement set forth in the
7 Agreement is in the best interest of the Class Members.

8 (e) It is impossible to predict with certainty whether, under the facts of this case,
9 Plaintiffs would prevail against the Defendants factual and legal defenses. While
10 Plaintiffs and Class Counsel believe in the merits of the claims, Defendants have asserted
11 real and substantial defenses to them. Settlement in this case clearly benefits the
12 settlement class when measuring the strengths of the case and the risk of establishing
13 liability and damages.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct. Executed this 28th day of March, 2022, at La Jolla,
16 California.

17 s/Norman B. Blumenthal

18 NORMAN B. BLUMENTHAL
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Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Jose Jauregui and Javier Del Real (“Plaintiffs”) and defendants Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc. (collectively “Defendants”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Class Action Complaint as currently on file, which is captioned *Jauregui, et al. v. Cytec Engineered Materials*, Case No. 20-cv-02440-DOC-DFMx and pending in the United States District Court, Central District of California and the Representative Action Complaint as currently on file, which is captioned *Jauregui, et al. v. Cytec Engineered Materials*, Case No. 21-cv-00320-DOC-DFMx and pending in the United States District Court, Central District of California.
- B. “Aggrieved Employees” means all individuals who were employed by Defendants in California who were classified as non-exempt employees at any time during the PAGA Period.
- C. “Class” means all individuals who are or previously were employed by Defendants in California who were classified as non-exempt employees at any time during the Class Period.
- D. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known); and his or her dates of employment during the Class Period as a Class Member.
- G. “Class Member” is a member of the Class.

- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- I. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- J. “Class Period” means the period of time from October 14, 2016 to the earlier of the date preliminary approval is granted or October 14, 2021.
- K. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
- L. “Court” means the United States District Court, Central District of California.
- M. “Defendants” means Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc.
- N. “Defendants’ Counsel” means Rick Bergstrom of Jones Day.
- O. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
- P. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- Q. “Final” means the last of the following dates, as applicable:
1. If no objection to the Settlement is made and Judgment is entered, the expiration of the time for any appeal of the Judgment.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the expiration of the time for any appeal of the Judgment.
 3. If Judgment is entered and an appeal from the Judgment is filed, the date the Judgment is affirmed, the appeal is dismissed, and the Judgment is no longer subject to appeal.

- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- S. “Gross Settlement Amount” means One Million Five Hundred Thousand Dollars (\$1,500,000.00) to be paid by Defendants as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the PAGA Payment, and all other fees, expenses, deductions, and/or withholdings relating to the settlement of this matter shall be paid only from the Gross Settlement Amount; provided, however, that employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall be the separate obligation of Defendants and shall not be paid from the Gross Settlement. The Gross Settlement Amount shall be paid without the need to submit a claim form. The Gross Settlement Amount shall not be increased except as expressly permitted in this Agreement.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “PAGA Period” means the period of time from October 14, 2019 to the earlier of the date preliminary approval is granted or October 14, 2021.
- X. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- Y. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- Z. “Released Parties” collectively means Defendants and each of their respective former and present parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which any of the Defendants conduct business, and each of their respective current, former and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives, to the extent of any liability of Defendants to Plaintiffs and the Class for the acts settled herein.

- AA. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- BB. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties, as approved by the Court.
- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On October 14, 2020, Plaintiff Jose Jauregui filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Orange (Case No. 30-2020-01664932-CU-OE-CXC) (“Class Action”). Plaintiff asserted claims that Defendants:
 - 1. Violated California Business and Professions Code § 17200 *et seq.*;
 - 2. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - 3. Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 - 4. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - 5. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - 6. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
 - 7. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
- B. On October 15, 2020, Plaintiff Jose Jauregui served a notice pursuant to the Private Attorney Generals Act of 2004 (“PAGA”), Labor Code §§ 2699 *et seq.* on Defendants and the Labor Workforce Development Agency which set forth the alleged violations by Defendants.
- C. On December 30, 2020, Defendants removed the Class Action to the United States District Court, Central District of California.
- D. On February 5, 2021, Plaintiff Jose Jauregui filed a Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Orange (Case No. 30-2020-01164932-CU-OE-CXC) (“PAGA Action”) alleging a single cause of action for recovery of civil penalties under the Private Attorney General’s Action, California Labor Code §§ 2698 *et seq.*

- E. On February 5, 2021, Defendants removed the PAGA Action to the United States District Court, Central District of California (Case No. 21-cv-00320-DOC-DFMx).
- F. On May 4, 2021, the Parties filed a Joint Stipulation for Leave to File Plaintiffs' First Amended Complaint to add Plaintiff Javier Del Real as a party and to add an additional claim for failure to provide wages when due in violation of California Labor Code §§ 201-204, 233, 246 and 248.
- G. On May 4, 2021, the Court issued an Order Granting Stipulation for Leave to File Plaintiffs' First Amended Complaint.
- H. On May 5, 2021, Plaintiffs filed the First Amended Complaint in the Class Action pending in the United States District Court, Central District (Case No. 20-cv-02440-DOC-DFMx).
- I. On May 12, 2021, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- J. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Grievance.** Within five (5) days of the Effective Date, plaintiff Jose Jauregui shall withdraw his grievance submitted on October 1, 2020 regarding the following issues: overtime, lost wages, time rounding, and donning and doffing.
- B. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants will pay under this Settlement is One Million Five Hundred Thousand Dollars (\$1,500,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator, but all other fees, expenses, deductions, and/or withholdings

relating to the settlement of this matter shall be paid only from the Gross Settlement Amount. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount shall not be increased except as expressly permitted in this Agreement.

C. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$10,000 each as Class Representative Service Payments, which is combined total of \$20,000 in Class Representative Service Payments. Defendants will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$10,000, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payments.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$500,000, as their Class Counsel Fees Payment and an amount not more than \$40,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$500,000, and \$40,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.
3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$30,000 out of the Gross Settlement Amount,

which shall be allocated 75% (\$22,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$7,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$30,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.

4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$20,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$20,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

D. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendants shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks included in the Class Data to determine a dollar amount per week ("Weekly Rate"); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
3. **Withholding.**
 - a. Subject to approval by the Court, One-Fifth (1/5) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on

IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees' and employer's share of all payroll taxes on the Wage Portion.

- b. Subject to approval by the Court, Two-Fifths (2/5) of each Participating Class Member's Settlement Share is in settlement of claims for interest and Two-Fifths (2/5) of each Participating Class Member's Settlement Share is in settlement of claims for penalties and/or reimbursement of expenses allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
- c. The Participating Class Members agree to hold harmless Defendants, Class Counsel, and Defendants' Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members' failure to pay taxes on any amounts paid pursuant to this Settlement.
- d. Approval of the tax allocations above is not a material term. If the Court approves a different tax allocation of payment, then the other terms of this Agreement shall remain in effect.

- 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

- 5. **Class Size Modification.** Defendants have represented that the class consists of an estimated total of 612 Class Members who worked 100,000 workweeks at any time during the Class Period as of May 12, 2021. In regard hereto, Defendants will provide a declaration under oath prior to the filing of the motion for preliminary approval as to the number of Class Members and workweeks during the Class Period. If the actual number of workweeks in the Class Period is more than 10% of the estimate stated herein, Defendants shall have the option of either: (a) proportionally increasing the Gross Settlement Amount based on the workweeks over and above the 10% estimate; or (b) ending the Class Period on a date that will not result in an increase of more than 10% of the workweeks estimated in the Class Period.

- E. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of

appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

F. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will first be referred to the mediator Louis Marlin in an attempt to mutually resolve the dispute, and if not resolved, then the dispute shall be subject to final and binding resolution by the Court.
- b. Upon filing the Preliminary Approval Motion, Plaintiffs will submit the proposed settlement agreement to the LWDA, pursuant to Labor Code section 2699(1)(2).
- c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement

substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

- d. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
 - e. Within ten (10) days of the filing the Motion for Preliminary Approval, Defendant will, pursuant to CAFA, mail the notice of the Settlement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 et seq.
 - f. A decision by the Court not to enter the Preliminary Approval Order in its entirety, or a decision by the Court to enter the Preliminary Approval Order with modifications (other than modifications concerning the proposed amount of any attorneys' fees or expenses to be paid to Class Counsel or the amount of any Class Representative Service Payments) that either of the Parties determines in its reasonable and good faith judgment to be material, will be discretionary grounds for that Party to terminate this Agreement by providing written notice to the other Party and the Court so stating, such notice to be filed within twenty-one (21) calendar days of receipt of the Court's decision.
2. **Notice to Unions.** Within ten (10) days of the executing this Agreement, Defendants will advise Class Counsel of the names and contact information of counsel for the unions to which the Class Members belong. Class Counsel will provide counsel for the unions, notice of the preliminary approval motion, access to the publicly filed documents in support of the preliminary approval motion, will make themselves available to discuss questions counsel for the unions may have following the issuance of the order granting preliminary approval, and will make good faith efforts to advise the unions of the reasons the settlement of this matter was fair, adequate, and reasonable as set forth herein.
3. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is

unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. Notwithstanding the foregoing, the Settlement Administrator may provide Class Counsel with a redacted list of Settlement Shares, which shall not include Class Member names or addresses or identify any Class Member by name or address. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.F.3.c., or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendants and/or an order from the Court.

- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to

Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

4. **Objections to Settlement; Disputes as to Dates of Employment allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the

Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- b. **Disputes as to Dates of Employment.** Each Class Member shall also have sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendants' Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail, by certified mail, to the Settlement Administrator postmarked not later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the

Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Non-Participating Class Members.

- 5. **Right of Defendants to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds two and a half percent (2.5%) of the Class, Defendants, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendants shall exercise its revocation rights, if at all, within twenty-one (21) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendants exercise their revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendants exercise the right to void the Settlement pursuant to this Paragraph will be paid by Defendants.

- 6. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

- 7. **Additional Briefing and Final Approval.**

- a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b. Not later than twenty-eight (28) days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final

approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.

- c. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than seven (7) days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

- 8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief under Rule 60, Federal Rules of Civil Procedure and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be

suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
10. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendants shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within twenty-one (21) days of the Effective Date. Within fifteen (15) days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
11. **Uncashed Settlement Share Checks. Uncashed Settlement Share Checks.** A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was

lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks. Checks to Aggrieved Employees shall be handled in the same manner.

12. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

G. Release of Claims.

1. **Participating Class Members.** As of the Effective Date, Defendants shall receive a release from the Participating Class Members on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge all applicable California wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising from the claims alleged in the operative complaint in the Action, or that could have been alleged based upon the facts alleged in the operative complaint in the Action against Defendants, which arose during the Class Period, including claims for: violations of California Labor Code §§ 226.7, 510 et seq., 512, 558, 1194, 1197, 1197.1, 1198, or 2802; failure to pay all wages in a timely manner in violation of California Labor Code §§ 200, 201, 202, 203, 204, 210, 233, 246, 248, and 248.5; failure to provide accurate wage statements in violation of California Labor Code § 226; unfair competition; failure to provide sick pay; violations of the California Labor Code Private Attorney General Act, Labor Code § 2698 et seq.; civil penalties pursuant to Labor Code § 2699 et seq.; claims under California Business & Professions Code §§ 17000 and 17200, et seq.; claims under California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B); and any damages, penalties, restitution, disgorgement, interest or attorneys' fees as a result thereof, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA period ("Released Class Claims").

2. **State of California.** As of the Effective Date, Defendants shall be entitled to a release from the State of California of all PAGA claims pled in the operative complaint or that could have been pled based on the factual allegations contained in the operative complaint or any amendments thereto in the Action and PAGA letters sent by Plaintiffs that occurred during the PAGA Period as to the Aggrieved Employees which includes PAGA claims for violation of violation of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period ("Released PAGA Claims").
3. **Plaintiffs.** As of the Effective Date, Plaintiffs will generally, on behalf of Plaintiffs, Plaintiffs' heirs, spouses, executors, administrators, attorneys, assigns, and any entities or businesses that Plaintiffs have a controlling ownership interest, release and discharge the Released Parties from any and all claims, known or unknown, contingent or accrued, or transactions or occurrences between them that occurred during the Class Period, whether in tort, contract, or equity, including but not limited to the Released Class Claims, Released PAGA Claims, and any claims arising out of or relating to any work performed by Plaintiffs and/or Plaintiff's engagement to perform any work ("Plaintiffs' Released Claims"). This release of Plaintiffs' Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

4. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments,

the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

5. **Class Counsel.** As of the date the Defendants fully fund the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.
 6. **Additional Claims.** Plaintiffs and Participating Class Members shall be enjoined from filing any claims with the California Department of Labor Standards Enforcement or initiating any other proceedings regarding Released Class Claims pursuant to this Agreement.
- H. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- I. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendants' Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel agree that they will not respond to any press inquiry or have any communication with the press about this Action. Class Counsel and Defendants' Counsel will not communicate with other wage-hour lawyers about this settlement, nor utilize it in any way in their marketing, advertising materials or website. This provision shall not prohibit Class Counsel from communicating with Class Members or their unions for the purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations, from posting court-filed documents on their website for viewing by Class Members after preliminary approval, or disclosing information

relating to this agreement as required by law. Nothing in this provision shall prevent Defendants or Plaintiffs from making any required disclosures.

J. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendants of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in section III.J.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Rick Bergstrom

Jones Day
4655 Executive Drive, Suite 1500
San Diego, CA 92121
Tel: (858) 314-1200
Fax: (858) 844-345-3178
E-Mail: rbergstrom@jonesday.com
jdutton@jonesday.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.
16. **Continuing Jurisdiction.** The Court or the Magistrate shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement. The Parties agree to submit a request that the Court or the Magistrate retain jurisdiction to enforce the Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Jul 16, 2021


jose jauregui (Jul 16, 2021 11:46 HST)

Plaintiff Jose Jauregui

Dated: Jul 14, 2021


Javier Del Real (Jul 14, 2021 17:29 PDT)

Plaintiff Javier Del Real

Dated: _____

Jeffry Koenig
For Defendants Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc.; Solvay USA Inc., and Solvay Chemicals, Inc.

Jones Day
4655 Executive Drive, Suite 1500
San Diego, CA 92121
Tel: (858) 314-1200
Fax: (844) 345-3178
E-Mail: rjbergstrom@jonesday.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.
16. **Continuing Jurisdiction.** The Court or the Magistrate shall retain continuing jurisdiction over the Action to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement. The Parties agree to submit a request that the Court or the Magistrate retain jurisdiction to enforce the Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

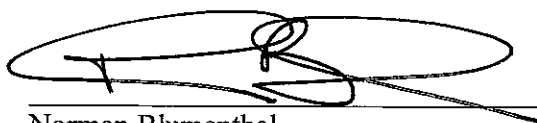
The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Jose Jauregui

Dated: _____
Plaintiff Javier Del Real

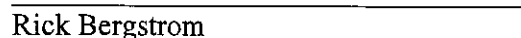
Dated: 8/5/2021
Jeffrey Koenig
For Defendants Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc.

Dated: 7/15/21

A handwritten signature in black ink, appearing to be 'N. Blumenthal', written over a horizontal line.

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

A handwritten signature in black ink, appearing to be 'Rick Bergstrom', written over a horizontal line.

Rick Bergstrom
Jones Day
Attorney for Defendants

Dated: _____

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 08/05/2021



Rick Bergstrom
Jones Day
Attorney for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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

**(Jauregui, et al. v. Cytec Engineered Materials, United States District Court,
Central District of California, Case Nos. 8:20-cv-02440-DOC; 8:21-cv-00320-DOC)**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<__>>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, Participating Class Members will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to exclude yourself you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below. The Court will hold a Final Approval Hearing at _____ on _____. This hearing may change as explained below in Section 9.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want your share of the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. The Defendants will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned actions pending in the United States District Court, Central District of California (the “Court”) has been reached between Plaintiffs Jose Jauregui and Javier Del Real (“Plaintiffs”) and Defendants Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc. (collectively “Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendants in California who were classified as non-exempt employees at any time during the Class Period.

The Class Period is October 14, 2016 to October 14, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On October 14, 2020, Plaintiff Jose Jauregui filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Orange (“Class Action”), alleging the following claims against Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, and failure to provide expense reimbursement. Defendants removed the Class Action to the United States District Court, Central District of California. On May 5, 2021, Plaintiffs filed the First Amended Complaint in the Class Action to add Plaintiff Javier Del Real as a party and to add an additional claim for failure to provide wages when due in violation of California Labor Code §§ 201-204, 233, 246 and 248.

On February 5, 2021, Plaintiff Jose Jauregui filed a Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Orange (“PAGA Action”) alleging a single cause of action for recovery of civil penalties under the Private Attorney General’s Action, California Labor Code §§ 2698 *et seq.* On February 5, 2021, Defendants removed the PAGA Action to the United States District Court, Central District of California.

The proposed Settlement resolves both the Class Action and the PAGA Action. Together, the two lawsuits are referred to as the “Action”.

Defendants deny and dispute all such claims. Specifically, Defendants contend that Plaintiffs and the Class Members were properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiffs or any Class Members any required expense reimbursement; that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the PAGA Payment for civil penalties, and all other fees, expenses, deductions, and/or withholdings relating to the settlement of this matter. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendants.

Within twenty-one (21) days of the Judgment becoming Final, Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date on which the Judgment is no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$20,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$500,000 and an additional amount to reimburse actual litigation costs incurred not to exceed \$40,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each to the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$30,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), of which \$22,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”).

The remaining \$7,500 will be distributed to the Aggrieved Employees based on their respective pay periods during the PAGA Period (October 14, 2019 to [REDACTED], 2021). “Aggrieved Employees” are all individuals who were employed by Defendants in California who were classified as non-exempt employees at any time during the PAGA Period. If the Settlement is approved, all Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$[REDACTED], based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of weeks included in the Class Data to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-Fifth (1/5) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Four-Fifths (4/5) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date, Defendants shall receive a release from the Participating Class Members of all applicable California wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising from the claims alleged in the operative complaint in the Action, or that could have been alleged based upon the facts

alleged in the operative complaint in the Action against Defendants, which arose during the Class Period, including claims for: violations of California Labor Code §§ 226.7, 510 et seq., 512, 558, 1194, 1197, 1197.1, 1198, or 2802; failure to pay all wages in a timely manner in violation of California Labor Code §§ 200, 201, 202, 203, 204, 210, 233, 246, 248, and 248.5; failure to provide accurate wage statements in violation of California Labor Code § 226; unfair competition; failure to provide sick pay; violations of the California Labor Code Private Attorney General Act, Labor Code § 2698 et seq.; civil penalties pursuant to Labor Code § 2699 et seq.; claims under California Business & Professions Code §§ 17000 and 17200, et seq.; claims under California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B); and any damages, penalties, restitution, disgorgement, interest or attorneys' fees as a result thereof, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA Period ("Released Class Claims").

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date, Defendants shall receive a release from the State of California of all PAGA claims pled in the operative complaint or that could have been pled based on the factual allegations contained in the operative complaint or any amendments thereto in the Action and PAGA letters sent by Plaintiffs that occurred during the PAGA Period as to the Aggrieved Employees which includes PAGA claims for violation of violation of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be <<\$_____>>. Defendant's records reflect that you have worked <<_____>> weeks for Defendants during the Class Period (October 14, 2016 to _____, 2021).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [sixty (60) days after the mailing of the Class Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is

incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: _____ or (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service awards to the Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [sixty (60) days after the mailing of the Class Notice]. The request to opt-out must be received by the Settlement Administrator by the deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Jauregui v. Cytec Engineered* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Jauregui v. Cytec Engineered*, Case No. 8:20-cv-02440-DOC. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement or to the motion for attorneys' fees, costs and service award (which will be posted for viewing on or before _____ [14 days before objection deadline] on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jauregui v. Cytec Engineered*). Written objections must state your (the Class Member's) name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Jauregui v. Cytec Engineered* in the United States District Court for the Central District of California, Case No. 8:20-cv-02440-DOC.

All written objections must be mailed to the Settlement Administrator at _____, postmarked no later than _____ [sixty (60) days after the mailing of the Class Notice].

Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to make an oral objection.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Rick Bergstrom
Jones Day
4655 Executive Drive, Suite 1500
San Diego, CA 92121
Tel: 858-314-1200 / Fax: 844-345-3178
Email: rjbergstrom@jonesday.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the United States District Court for the Central District of California, Ronald Reagan Federal Building and Courthouse, located at 411 West Fourth Street, Santa Ana, CA 92701, in Courtroom 9D before District Judge David O. Carter. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Jauregui v. Cytec Engineered* Settlement Administrator, c/o _____; or contact Class Counsel at 1-858-551-1223.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Jauregui v. Cytec Engineered*. You may also get more details by examining the Court's file using PACER at <http://www.cand.uscourts.gov/> and entering the Case No. Case No. 8:20-cv-

02440 and Case No. 8:21-cv-00320, or by going to the Clerk's Office located at 411 West Fourth Street, Room 1053, Santa Ana, CA 92701 during regular business hours.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the individual where the funds can be claimed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT B

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOSE JAUREGUI and JAVIER DEL
REAL, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

CYTEC ENGINEERED MATERIALS
INC., a Delaware corporation, CYTEC
INDUSTRIES INC., a Delaware
corporation, CYTEC AEROSPACE
MATERIALS (CA) INC., a California
corporation, CYTEC PROCESS
MATERIALS (CA) INC., a Delaware
corporation, SOLVAY USA INC., a
Delaware corporation, SOLVAY
CHEMICALS, INC., a Delaware
corporation, and DOES 1 through 50,
inclusive,

Defendant.

**CASE NOS. 8:20-cv-02440-DOC-
DFMx; 8:21-cv-00320-DOC-DFMx**

Assigned to: Hon. David O. Carter

[PROPOSED] ORDER:

- (1) GRANTING PRELIMINARY
APPROVAL OF
SETTLEMENT;**
- (2) APPROVING CLASS
NOTICE;**
- (3) APPOINTING SETTLEMENT
ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL
APPROVAL HEARING**

1 On _____, a hearing was held on the motion of Plaintiffs Jose
2 Jauregui and Javier Del Real (“Plaintiffs”) for preliminary approval of the Parties’
3 proposed settlement (“Settlement”) with Defendants Cytec Engineered Materials
4 Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process
5 Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc. (collectively
6 “Defendants”), approval of the notice to be sent to the class about the settlement,
7 and the setting of a date for the hearing on final approval of the settlement.

8 The Court having read and considered the papers on the motion, the
9 arguments of counsel, and the law, and good cause appearing therefore,

10 **IT IS ORDERED:**

11 1. This Order incorporates the defined terms in the Class Action
12 Settlement Agreement (the “Agreement”) (Declaration of Kyle Nordrehaug, Exh.
13 ____). Pursuant to the terms of the Agreement, Plaintiffs and Participating Class
14 Members will take only that which is stated in the Agreement as approved by the
15 Court.

16 2. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*
17 (“CAFA”), the Defendants caused the mailing of the CAFA Notice to the Attorney
18 General of the United States and the appropriate state official in each state in which
19 a Class Member reportedly resides at the time of CAFA Notice according to
20 Defendants’ records and as updated following a National Change of Address
21 search. Accordingly, the Court finds that Defendants have discharged its
22 obligations under CAFA to provide notice to the appropriate federal and state
23 officials.

24 3. Pursuant to the Agreement, the Class is conditionally certified and is
25 defined as “all individuals who are or previously were employed by Defendants in
26 California who were classified as non-exempt employees at any time during the
27 Class Period.” The Class Period is the time period from October 14, 2016 to the
28 earlier of the date preliminary approval is granted or October 14, 2021. For the

1 reasons set forth in the motion, the Court finds for settlement purposes only that
2 this Class satisfies the requirements of Fed. R. Civ. Proc. 23.

3 4. The Parties' Agreement is granted preliminary approval as it meets the
4 criteria for preliminary settlement approval. The Settlement falls within the range
5 of possible approval as fair, adequate and reasonable, and appears to be the product
6 of arm's-length and informed negotiations and to treat all Class Members fairly.
7 Continued litigation would have been expensive for both sides. The Parties
8 acknowledge that litigating and trying this action may have resulted in delay of any
9 recovery, involved significant risk as to liability and certification, and led to
10 possible appeals. Class Counsel received the relevant information for the Class.
11 Plaintiffs have adequately demonstrated that the agreement to settle did not occur
12 until Class Counsel possessed sufficient information to evaluate the case and make
13 an informed decision about settlement.

14 5. The Parties' proposed notice plan is constitutionally sound because
15 individual notices will be mailed to all Class Members whose identities are known
16 to the Parties, and such notice is the best notice practicable. The Parties' proposed
17 Notice of Pendency of Class Action Settlement and Hearing Date for Court
18 Approval ("Class Notice") in the form attached to the Agreement as Exhibit A,
19 sufficiently informs Class Members of the terms of the Settlement, their rights
20 under the Settlement, their rights to object to the Settlement, their right to receive a
21 Settlement Share or elect not to participate in the Settlement, and the processes for
22 doing so, and the date and location of the final approval hearing, and therefore is
23 approved.

24 6. Any Class Member who does not submit a valid request for exclusion
25 will be deemed a Participating Class Member and will be entitled to receive a
26 Settlement Share based upon the allocation formula in the Agreement.

27 7. Any Class Member who wishes to comment on or object to the
28

1 Settlement, the attorneys' fees and costs, and/or the proposed Class Representative
2 Service Payments, or who elects not to participate in the Settlement, has until sixty
3 (60) days after the mailing of the Class Notice to submit his or her comment,
4 objection, or request for exclusion in Settlement pursuant to the procedures set forth
5 in the Class Notice. Class Counsel must file their application for the attorneys' fees
6 and costs no later than 14 days prior to the end of the objection period, and the
7 application will be heard at the Final Approval Hearing.

8 8. _____ is appointed to act as the Settlement Administrator,
9 pursuant to the terms set forth in the Settlement. Blumenthal Nordrehaug Bhowmik
10 De Blouw LLP is approved as Class Counsel and the Plaintiffs are approved as the
11 representative of the Class.

12 9. Defendants are directed to provide the Settlement Administrator with
13 the Class Data for each Class Member as specified by the Agreement no later than
14 14 days after the date of entry of this order. Pursuant to the terms set forth in the
15 Agreement, the Class Data, its contents and any files containing Class Data shall
16 remain strictly confidential for the Settlement Administrator, not to be disclosed to
17 Plaintiffs or to Class Counsel.

18 10. The Class Notice attached as Exhibit A to the Agreement is approved.
19 The Settlement Administrator is directed to mail the approved Class Notice by first-
20 class mail to the Class Members at their last known address no later than 14 days
21 after receipt of the Class Data.

22 11. A Final Approval Hearing will be held on _____, at
23 _____ in Courtroom 9D, to determine whether the Settlement should be granted
24 final approval as fair, reasonable, and adequate as to the Class Members. The Court
25 will hear all evidence and argument necessary to evaluate the Settlement and will
26 consider the request for approval of attorneys' fees and costs and for approval of
27 the Class Representative Service Payments. Class Members and their counsel may
28 support or oppose the Settlement and the motion for an award of attorneys' fees and

1 costs and the Class Representative Service Payments, if they so desire, as set forth
2 in the Class Notice.

3 12. Any Class Member may appear at the final approval hearing in person
4 or by his or her own attorney and show cause why the Court should not approve the
5 Settlement, or object to the motion for an award of attorneys' fees and costs and the
6 service award. For any written comments or objections to be considered at the
7 hearing, the Class Member must submit the written objections to the Settlement
8 Administrator in compliance with the instructions in the Class Notice and describe
9 the nature of the Class Member's comments, support or objection. Written
10 comments or objections to the Settlement or to the attorneys' fees and costs must be
11 postmarked no later than 60 days after mailing of the Class Notice.

12 13. The Court reserves the right to continue the date of the final approval
13 hearing without further notice to Class Members. The Court retains jurisdiction to
14 consider all further applications arising out of or in connection with the Settlement.
15

16 DATED: _____
17

18 _____
19 HON. DAVID O. CARTER
20 U.S. DISTRICT COURT JUDGE
21
22
23
24
25
26
27
28

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT C

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOSE JAUREGUI and JAVIER DEL
REAL, individuals, on behalf of
themselves and on behalf of all
persons similarly situated,
Plaintiffs,

vs.

CYTEC ENGINEERED
MATERIALS INC., a Delaware
corporation, CYTEC INDUSTRIES
INC., a Delaware corporation, CYTEC
AEROSPACE MATERIALS (CA)
INC., a California corporation,
CYTEC PROCESS MATERIALS
(CA) INC., a Delaware corporation,
SOLVAY USA INC., a Delaware
corporation, SOLVAY CHEMICALS,
INC., a Delaware corporation, and
DOES 1 through 50, inclusive,
Defendant.

**CASE NOS. 8:20-cv-02440-DOC-DFMx;
8:21-cv-00320-DOC-DFMx**

Assigned to: Hon. David O. Carter

[PROPOSED] ORDER:

**(1) GRANTING FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT; AND**

**(2) ENTERING FINAL
JUDGMENT**

1 On _____, a hearing was held on the motion of
2 Plaintiffs Jose Jauregui and Javier Del Real (“Plaintiffs”) for final approval of the
3 class settlement (the “Settlement”) with Defendants Cytec Engineered Materials
4 Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process
5 Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc. (collectively
6 “Defendants”) and payments to the Class, the Plaintiffs, Class Counsel, and the
7 Settlement Administrator.

8 The Parties have submitted their Settlement, which this Court
9 preliminarily approved by its _____, order (Docket No. __) (the
10 “Preliminary Approval Order”). In accordance with the Preliminary Approval
11 Order, Class Members have been given notice of the terms of the Settlement and
12 the opportunity to comment on or object to it or to exclude themselves from its
13 provisions.

14 Having received and considered the Settlement, the supporting papers
15 filed by the Parties, and the evidence and argument received by the Court before
16 entering the Preliminary Approval Order and at the final approval hearing, the
17 Court grants final approval of the Settlement, enters this Order and Judgment, and
18 HEREBY ORDERS and MAKES DETERMINATIONS as follows:

19
20 1. Except as otherwise specified herein, the Court for purposes of this
21 Final Approval Order adopts all defined terms set forth in the Class Action
22 Settlement Agreement (“Agreement”).

23 2. The Court has jurisdiction over this Action and the Settlement pursuant
24 to 28 U.S.C. sections 1131 and 1367. The Court finds that the CAFA Notice has
25 been served as required by the Class Action Fairness Act, 28 U.S.C. § 1711 *et seq.*
26 (“CAFA”).

27 3. In the Preliminary Approval Order, this Court certified the Class for
28 settlement purposes only. For settlement purposes, the Court confirms the

1 certification of the Class which is defined as all individuals who are or previously
2 were employed by Defendants in California who were classified as non-exempt
3 employees at any time during the Class Period.” The Class Period is the time
4 period from October 14, 2016 to _____, 2021 [the earlier of the date
5 preliminary approval is granted or October 14, 2021]. All persons who meet the
6 foregoing definition are members of the Class, except for those individuals who
7 filed a valid request for exclusion (“opt out”) from the Class. [INSERT
8 REFERENCE TO IDENTIFY ANY OPT OUTS].

9 4. Pursuant to the Preliminary Approval Order, the Notice of Pendency of
10 Class Action Settlement and Hearing Date for Court Approval (“Class Notice”) was
11 sent to each class member by first-class mail. The Class Notice informed Class
12 Members of the terms of the Settlement, their right to receive a Settlement Share,
13 their right to comment on or object to the Settlement and/or the attorneys’ fees and
14 costs, their right to elect not to participate in the Settlement and pursue their own
15 remedies, and their right to appear in person or by counsel at the final approval
16 hearing and be heard regarding approval of the Settlement. Adequate periods of
17 time were provided by each of these procedures.

18 5. The Court finds and determines that this notice procedure afforded
19 adequate protections to Class Members and provides the basis for the Court to
20 make an informed decision regarding approval of the settlement based on the
21 responses of Class Members. The Court finds and determines that the Class Notice
22 provided in this case was the best notice practicable, which satisfied the
23 requirements of law and due process.

24 6. _____ Class Members filed written objections to the proposed settlement
25 as part of this notice process. [As applicable _____ The Court overrules the objections
26 raised by objecting Class Members. _____]

27 7. For the reasons stated in the Preliminary Approval Order, the Court
28 finds and determines that the terms of the Settlement are fair, reasonable and

adequate to the Class and to each Class Member and that the Participating Class Members will be bound by the Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

8. The Court finds and determines that the all-inclusive Gross Settlement Amount in the maximum amount of One Million Five Hundred Thousand Dollars (\$1,500,000) and the Settlement Shares to be paid to the Participating Class Members as provided for by the Settlement are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts be distributed to the Participating Class Members out of the Net Settlement Amount in accordance with the Agreement. Pursuant to the terms of the Agreement, the Settlement Administrator is directed to make the payments to each Participating Class Member in accordance with the Agreement.

9. The Court finds and determines that the fees and expenses of ILYM Group in administering the settlement, in the amount of \$_____ (not to exceed \$20,000), are fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

10. The Court approves the PAGA Payment of \$30,000, which shall be allocated \$22,500 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and \$7,500 to be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period (October 14, 2019 to _____, 2021). The "Aggrieved Employees" are all individuals who were employed by Defendants in California who were classified as non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

1 11. The Court finds and determines that the request by Plaintiffs and Class
2 Counsel to the Class Representative Service Payments and the attorneys' fees and
3 costs pursuant to the Agreement are fair and reasonable. The Court hereby grants
4 final approval to and orders that the payment of the amount of \$ _____ to each of
5 the Plaintiffs for their Class Representative Service Payments [not to exceed
6 \$10,000], \$ _____ for attorneys' fees to Class Counsel [not to exceed
7 \$500,000], and \$ _____ for reimbursement of costs [not to exceed \$40,000] be
8 paid out of the Gross Settlement Amount in accordance with the Settlement.

9 12. Upon the Effective Date, the Defendants and Released Parties shall be
10 released by the Participating Class Members of all Released Class Claims.
11 "Released Class Claims" are all applicable California wage and hour claims, rights,
12 demands, liabilities and causes of action, whether known or unknown, arising from
13 the claims alleged in the operative complaint in the Action, or that could have been
14 alleged based upon the facts alleged in the operative complaint in the Action against
15 Defendants, which arose during the Class Period, including claims for: violations of
16 California Labor Code §§ 226.7, 510 et seq., 512, 558, 1194, 1197, 1197.1, 1198,
17 or 2802; failure to pay all wages in a timely manner in violation of California Labor
18 Code §§ 200, 201, 202, 203, 204, 210, 233, 246, 248, and 248.5; failure to provide
19 accurate wage statements in violation of California Labor Code § 226; unfair
20 competition; failure to provide sick pay; violations of the California Labor Code
21 Private Attorney General Act, Labor Code § 2698 et seq.; civil penalties pursuant to
22 Labor Code § 2699 et seq.; claims under California Business & Professions Code
23 §§ 17000 and 17200, et seq.; claims under California Code of Regulations, Title 8,
24 Section 11040, Subdivision 5(A)-(B); and any damages, penalties, restitution,
25 disgorgement, interest or attorneys' fees as a result thereof, and expressly excluding
26 all other claims, including claims for vested benefits, wrongful termination,
27 unemployment insurance, disability, social security, workers' compensation, and
28

1 class claims outside of the Class Period and PAGA claims outside of the PAGA
2 Period.

3 13. As of the Effective Date, Defendants shall receive a release from the
4 State of California of all PAGA claims pled in the operative complaint or that could
5 have been pled based on the factual allegations contained in the operative complaint
6 or any amendments thereto in the Action and PAGA letters sent by Plaintiffs that
7 occurred during the PAGA Period as to the Aggrieved Employees which includes
8 PAGA claims for violation of violation of California Labor Code §§ 201, 202, 203,
9 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
10 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
11 5(A)-(B), and the applicable Wage Order(s), and expressly excluding all other
12 claims, including claims for vested benefits, wrongful termination, unemployment
13 insurance, disability, social security, workers' compensation, and PAGA claims
14 outside of the PAGA Period.

15 14. Pursuant to the terms of the Agreement, the Plaintiffs also fully and
16 finally releases Defendants and the other Released Parties from any and all claims,
17 known or unknown, contingent or accrued, or transactions or occurrences between
18 them that occurred during the Class Period, whether in tort, contract, or equity,
19 including but not limited to the Released Class Claims, Released PAGA Claims,
20 and any claims arising out of or relating to any work performed by Plaintiffs and/or
21 Plaintiff's engagement to perform any work ("Plaintiff's Released Claims"). This
22 release excludes only the release of claims not permitted by law.

23 15. Nothing in this order shall preclude any action to enforce the Parties'
24 obligations under the Settlement or under this order, including the requirement that
25 Defendants make payment in accordance with the Agreement.

26 16. If, for any reason, the Effective Date (as defined by the Settlement)
27 does not occur, this Order will be vacated; the Parties will return to their respective
28 positions in this action as those positions existed before the Parties executed the

1 Agreement; and nothing stated in the Agreement or any other papers filed with this
2 Court in connection with the Settlement will be deemed an admission of any kind
3 by any of the Parties or used as evidence against, or over the objection of, any of
4 the Parties for any purpose in this action or in any other action.

5 17. The Parties entered into the Settlement solely for the purpose of
6 compromising and settling disputed claims. Defendants in no way admit any
7 violation of law or any liability whatsoever to Plaintiffs and/or the Class,
8 individually or collectively, all such liability being expressly denied by Defendants.

9 18. Without affecting the finality of this Final Approval Order in any way,
10 the Court retains jurisdiction of all matters relating to the interpretation,
11 administration, implementation, effectuation and enforcement of this Order and the
12 Settlement.

13 19. Each side will bear its own costs and attorneys' fees except as
14 provided by the Agreement and this Order.

15 20. By means of this Order, this Court hereby enters final judgment in this
16 action, as defined in Rule 58(a)(1), Federal Rules of Civil Procedure.

17 21. The Parties are hereby ordered to comply with the terms of the
18 Agreement.

19 22. This action is dismissed with prejudice as to the claims released by the
20 settlement.

21 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

22
23 DATED: _____
24

25 _____
26 HON. DAVID O. CARTER
27 U.S. DISTRICT COURT JUDGE
28

ADDENDUM TO CLASS ACTION SETTLEMENT AGREEMENT

This is an addendum to the Class Action Settlement Agreement (“Agreement”) entered between the parties in the class action captioned *Jauregui, et al. v. Cytec Engineered Materials.*, Case No. 20-cv-02440-DOC-DFMx and pending in the United States District Court, Central District of California and the representative action captioned *Jauregui, et al. v. Cytec Engineered Materials.*, Case No. 21-cv-00320-DOC-DFMx and pending in the United States District Court, Central District of California (“*Jauregui*”) (“Addendum”). The terms used herein shall have the same definitions as the terms used in the Class Action Settlement Agreement. This Addendum is entered by and between Regina Aldana (“Aldana”) and Sandra Gutierrez (“Gutierrez”) (Aldana and Gutierrez together, “Grievants”), Jose Jauregui and Javier Del Real (“Plaintiffs”), and defendants Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc., Solvay USA Inc., and Solvay Chemicals, Inc. (collectively “Defendants”).

RECITALS

Grievants are current employees of Defendants;

Grievants have pending grievances alleging wage and hour issues which overlap with the claims alleged in *Jauregui*. Specifically, Aldana filed grievance number 201001-C and Gutierrez filed grievance number 201001-A (“Grievances”). Aldana and Gutierrez’s Grievances are attached hereto as Exhibits A and B;

Defendants have denied the Grievances, deny that they Grievances are arbitrable, and deny any liability or wrongdoing;

Plaintiffs and Defendants previously executed the Agreement, and now seek to modify the certain terms of the Agreement pursuant to the terms of this Addendum, with all other terms in the Agreement to remain effective.

Aldana and Gutierrez are Class Members and Aggrieved Employees pursuant to the terms of the Settlement; and

Grievants wish to resolve the Grievances, and all claims they have against Defendants by way of the Agreement and this Addendum.

Based on these Recitals that are a part of this Addendum, and in exchange for the mutual promises contained herein, Grievants, Plaintiffs and Defendants agree as follows:

AGREEMENT

1. Within 5 business days of full-execution of this Addendum, Grievants will withdraw the Grievances.
2. Grievants will participate in the Settlement, and will not opt-out of the Settlement.

3. Grievants will be bound by the release of claim applicable to Participating Class Members.

4. In addition to the Settlement Shares to be paid to Grievants, Plaintiffs will apply to the Court for an award of \$1,000 to each Grievant (“Enhancement Payment”). The Settlement Administrator will pay the Enhancement Payment out of the Gross Settlement Amount in accordance with the terms of the Settlement.

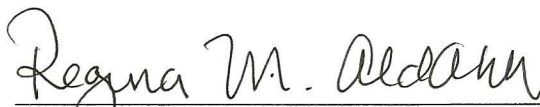
5. In exchange for the Enhancement Payment, Grievants, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, assigns, and any entities or businesses that Grievants have a controlling ownership interest, release and discharge the Released Parties (as defined in the Class Action Settlement Agreement) from any and all claims, known or unknown, contingent or accrued, or transactions or occurrences between them that occurred during the Class Period, whether in tort, contract, or equity, including but not limited to the Released Class Claims, Released PAGA Claims, and any claims arising out of or relating to any work performed by Grievants and/or Plaintiff’s engagement to perform any work (“Grievants’ Released Claims”). This release of Grievants’ Released Claims releases the Released Parties from any claim that Grievants could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits and claims outside the Class Period.

6. Grievants acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

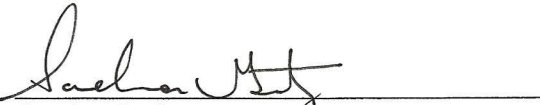
7. As partial consideration for the Enhancement Payment, the Grievants’ Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Grievants discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Grievants’ Released Claims, those claims will remain released and forever barred. Therefore, with respect to Grievants’ Released Claims, Grievants expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

Dated: 12.3.21


Regina Aldana

Dated: 2021 12 03


Sandra Gutierrez

Dated: _____

Plaintiff Jose Jauregui

Dated: _____

Plaintiff Javier Del Real

Dated: 20211202


Jon Osterhout
Business Representative
International Association of Machinists and Aerospace Workers
District Lodge 725

Dated: _____

Jeffrey Koenig
For Defendants Cytec Engineered Materials Inc., Cytec Industries
Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process
Materials (CA) Inc.; Solvay USA Inc., and Solvay Chemicals, Inc.

Dated: _____

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Rick Bergstrom
Jones Day
Attorney for Defendants

Dated: _____

Regina Aldana

Dated: _____

Sandra Gutierrez

Dated: Dec 7, 2021


Jose Luis Jauregui (Dec 7, 2021 08:31 PST)

Plaintiff Jose Jauregui

Dated: Dec 6, 2021


Javier Del Real (Dec 6, 2021 11:09 PST)

Plaintiff Javier Del Real

Dated: _____

Jeffry Koenig

For Defendants Cytec Engineered Materials Inc., Cytec Industries Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process Materials (CA) Inc.; Solvay USA Inc., and Solvay Chemicals, Inc.

Dated: 12/13/21



Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Rick Bergstrom
Jones Day
Attorney for Defendants

Dated: _____

Regina Aldana

Dated: _____

Sandra Gutierrez

Dated: _____

Plaintiff Jose Jauregui

Dated: _____

Plaintiff Javier Del Real

Dated: 12.6.21



Jeffrey Koenig
For Defendants Cytec Engineered Materials Inc., Cytec Industries
Inc., Cytec Aerospace Materials (CA) Inc., Cytec Process
Materials (CA) Inc.; Solvay USA Inc., and Solvay Chemicals, Inc.

Dated: _____

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 12/07/2021



Rick Bergstrom
Jones Day
Attorney for Defendants

EXHIBIT A

Please print firmly or type — You are making multiple copies — No Carbon required

- (1) White — DIST. 725
 (2) Yellow — BUS. REP.
 (3) Pink — IND. REL.
 (4) Goldenrod — DEPARTMENT

DISTRICT LODGE 725
 INTERNATIONAL ASSOCIATION OF MACHINISTS
 AND AEROSPACE WORKERS
GRIEVANCE FORM

LOCAL LODGE NO. 906
 GRIEVANCE NO. 201001-C
 COMPANY Solway



NAME <u>Regina Aldana</u>		CLOCK NO. <u>52437</u>	DEPT. <u>Regidate</u>	SENIORITY DATE <u>3.10.04</u>
ADDRESS	CITY	ZIP CODE	SHIFT <u>1st</u>	CLASSIFICATION <u>Control Operator 2</u>
HOME PHONE <u>(714) 293-5654</u>	STEWARD <u>Regina Aldana</u>	RATE <u>30.23</u>	SUPERVISOR <u>Rubino Leon</u>	
GRIEVANCE				

SEE ATTACHED

Received
 Date 10-8-20
 ACTION RECORDS

SEE ATTACHED

Regina M Aldana 10-7-20
 EMPLOYEE'S SIGNATURE DATE

CO. <u>Regina M Aldana</u>	STEP ONE
UNION <u>Regina M Aldana</u>	
DATE FILED <u>10-7-20</u>	
SETTLED ☐ UNSETTLED ☐	STEP TWO
CO.	
UNION	
DATE	STEP THREE
CO.	
UNION	
DATE	

October 7, 2020

Regina Aldana

03/10/2004

Control Operator 2

Violation of Article 14, California Labor Code and any and all other Articles that may pertain

The Company has violated the agreement, including but not limited to, Article 14 section 14.01 and California Labor Code, when the Company without just cause adjusted work hour punch times compensable due to the necessities of employers business.

Action Requested

- 1) For all employees that were effected by adjustment of hours to be made whole for lost wages
- 2) For accurate time reporting
- 3) For employees to be given sufficient paid changing and wash up times.
- 4) For the Company to follow round up rule per California Labor Code

EXHIBIT B

- (1) White — DIST. 725
- (2) Yellow — BUS. REP.
- (3) Pink — IND. REL.
- (4) Goldenrod — DEPARTMENT

DISTRICT LODGE 725
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
GRIEVANCE FORM

LOCAL LODGE NO	906
GRIEVANCE	201001-A
COMPANY	Solvay

NAME Sandra Gutierrez		CLOCK NO. 52545	DEPT. Highway	SENIORITY DATE 05-01-2006
ADDRESS 19447 Totem CT	CITY Riverside CA	ZIP CODE 92508	SHIFT 1st	CLASSIFICATION Control Operator
HOME PHONE 951 543 7724	STEWARD Regina Aldana	RATE \$ 28.83	SUPERVISOR Rufino Leon	
GRIEVANCE				

SEE ATTACHED.

ACTION REQUESTED

SEE ATTACHMENT


 EMPLOYEE'S SIGNATURE

09-29-2020
 DATE : / /

CO.	SETTLED	UNSETTLED
CO.		
UNION		
DATE FILED		
CO.	SETTLED	UNSETTLED
CO.		
UNION		
DATE		
CO.	SETTLED	UNSETTLED
CO.		
UNION		
DATE		
CO.	SETTLED	UNSETTLED
CO.		
UNION		
DATE		

Please see Attache Response

pp. Jm 10/1/20

September 29, 2020

Grievant: Sandra Gutierrez

5/1/2006

Control operator

Violation of Article 14, California State Laws and any and all articles that may pertain

The Company has violated the agreement including but not limited to, Article 14 section 14.01. When the Company adjusted hours worked/paid in Kronos. Under California State Laws any and all hours worked must be paid. The Company on many occasion has been adjusting clock out hours paying only 8.1 hours of work instead of actual clock out time.

Action requested

- 1) To be made whole all overtime wages that were adjusted.
- 2) For the Company to comply with California State labor laws
- 3) For the Company not to adjust clock out time.